Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MAY 6, 2025

A. 9:01 AM Called to Order and Roll Call

Chair Smallcombe called the meeting to order at 9:01 AM and noted that Supervisor Menetrey was excused.

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
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received by Steve Engfer/Planning Director who commented on CA. 16, thanking John Shimer for his service. He noted he sat on that committee for a long time. He then thanked Jackie Baxton.

Sheila Baker/Mental Health Director commented on CA. 10, thanking the Board for recognizing “Mental Health Awareness Month.” She encouraged the Board and listening public to take action for mental health. She noted it could impact their day-to-day living. She stated mental health conditions are far more common than people think. She noted despite all the media campaigns, people still feel ashamed and suffer in silence. She noted some individuals required hospital stays and many have their rights temporarily removed. She then highlighted mental health at work, stating changes in policy, procedure, resources, financial insecurities,

staffing shortages, program changes, etc. can be mentally taxing. She noted it's important to prioritize self-care, know available resources and insurance benefits. She noted Board members and managers can advocate for mental health support by mitigating burnout, build confidence, and create a culture of trust with consistent communication. She urged them to let those they work with, their peers, clients, friends, family, and loved ones know they are never a bother to them. She encouraged them to let them know they see them, encourage them, and to seek help if needed. She then noted to receive help text 988 or call 1-800-950-6264 which are State numbers. She also noted for local help, they can call 209-966-7000 or 209-966-2000.

Supervisor Kiser and Supervisor Poe commented on CA. 2 and turned it to the CAO.

Joe Lynch/County Administrative Officer (CAO) commented on CA. 2, noting it shows the year to date accruals which leads people to believe we are $18 million short, he noted this number is right on track for the County, noting they have made $44 million in general fund, they are expecting $15 million more to HHSA. He noted we are not missing $18 million, but we do not control when we receive revenues.

Back and forth conversation was had between Supervisor Poe and Shannon Hansen/Public Works and Transportation Director in regards to the roads fund and the amount of revenue that has gone to roads. Supervisor Poe noted at some point, the County is going to need to find a way to pay for roads.

In response to another question from Supervisor Poe, Ben Goger/Senior Planner noted the housing developing fund has grant funding and it has funded the ADU program. He noted the fund acts like a grant pass through.

In response to another question from Supervisor Poe, Mr. Lynch noted there isn't currently economic development, planning staff is taking up some of the burden, but it is being addressed.

In response to a question from Chair Smallcombe, Director Hansen noted they are expecting a new Pavement Condition Index (PCI) report in 2026.

In response to a question on CA. 14 from Supervisor Kiser, Kristina Keheley/Health and Human Service Agency Director noted a Childcare Feasibility study. She noted ISG will come in and perform focus groups with parents, daycare providers, county employee, and any other needed stakeholders to gain is ways to help fill this gap. She noted we need them to tell us what our options are for the community.

Chair Smallcombe elaborated on Director Keheley's comments, noting the funding had been obtained two years ago. She noted they picked it up under Ms. Keheley's leadership.

In response to a question from Supervisor Kiser, Director Keheley noted the study will show us what is feasible for us within the industry. It will show us what models exist, ways to decrease cost and make it more available.

In response to another question from Supervisor Kiser, Will Fassett/Planner noted this grant was applied for from our previous engineer. He noted they had made efforts to look at the parking district, noting it had been created and hadn't been revisited. He noted they needed to look at the parking district's boundaries and how it generates revenue. He noted this was the 4th time they have applied for this Cal Trans grant.

Supervisor Poe commented on CA. 16, thanking John Shimer for his service to their community. He noted he is from a multi-generational family who have taken care of a lot of things in Coulterville. He noted John is a

testament to the types of individuals in the community. He also thank Steve Engfer and Sophea Craighead for bringing this item forward.

Director Hansen came back up on CA. 22 noting this went back to their presentation. She noted their engineering team is overwhelmed, stating they have over 100 million in projects they are behind on. In response to Supervisor Kiser, Director Hansen noted in like counties, they have five engineers. She noted they hope to have this contractor in place for the next two or three years.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Receive Information on Mariposa County's Quarterly Financial Information Year-to-Date Through the End of Quarter Three or March 31st of Fiscal Year 2024-2025

CA3. **Administration**

Approve First Amendment to the Lease Agreement with Dianne Spear Hooton for Office Space, Increasing Compensation by $1,815; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA4. **Administration**

Approve Revisions and Renaming of the Alcohol and Drug Specialist I/II, Renamed Substance Use Disorder Counselor I/II, and Senior Alcohol and Drug Specialist, Renamed Senior Substance Use Disorder Counselor Classifications in the Health and Human Services Agency; Rescind the Alcohol and Drug Specialist III Classification, Effective Immediately

CA5. **Assessor/Recorder**

Approve an Agreement with Chase Merchant Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Clerk of the Board**

Approve the Minutes for February 11th and 18th, and March 11th and 18th, 2025, Board of Supervisors Meetings

CA7. **Health and Human Services Agency**

Proclaim the Month of May 2025 as "Older Americans Month"

CA8. **Health and Human Services Agency**

Proclaim the Week of May 6th through the 12th, 2025 as "Nurses Week"

CA9. **Health and Human Services Agency**

Proclaim the Month of May 2025 as "Mental Health Awareness Month"

CA10. **Health and Human Services Agency**

Proclaim the Month of May 2025, as "Foster Care Month"

CA11. **Health and Human Services Agency**

Approve Budget Action Decreasing Departmental Overhead Transfer Appropriations and Increasing Operating Expense Appropriations Within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($60,000)(4/5's Vote Required)

CA12. **Health and Human Services Agency**

Approve an Agreement with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Ratify a Letter of Support for Funding for Vulnerable Populations Key Housing and Homelessness Programs

CA14. **Health and Human Services Agency**

Approve an Agreement with Integrated Human Services Group, a California Corporation, in the Amount of $68,175.00 for Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Planning**

Approve First Amendment with Sierra Foothill Conservancy, Increasing the Amount by $8,000, for a New Amount Not to Exceed $408,000, for Riparian Restoration Services; Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Planning**

Recognize the Service of John Shimer as an At-large Member of the Agricultural Advisory Committee

CA17. **Planning**

Approve an Agreement with TDG Engineering, Inc. in the Amount of $188,316.70 for the Mariposa Town Transit and Economic Development Initiative; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Planning**

Recognize the Service of Jackie Baxton as a Practicing Artist Member of the Creative Placemaking Strategy Advisory Committee

CA19. **Public Works**

Accept the Resignation and Recognize the Service of Gary Friesen from the Airport Advisory Committee (AAC) Member

CA20. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 and Approve the Closure of High Street in Hornitos for the First Annual Hornitos Spring Flea Market on Sunday, May 18, 2025, with Set-Up on Saturday, May 17, 2025

CA21. **Public Works**

Approve Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for an Amount Not to Exceed $28,080 to be Used Towards Children's Registration Costs Through the Mariposa County Parks and Recreation Summer Day Camp Program, During the Period of June 9, 2025, to August 15, 2025; and Authorize the Board of Supervisors Chair to Sign the MOU

CA22. **Public Works**

Approve the First Amendment to the Agreement with Mark Thomas and Company, Inc. for Architectural and Engineering (A&E) On-Call Civil Engineering Services to Extend the Term of the Agreement to June 30, 2030, and Increase Compensation by $2,000,000 for a New Amount Not to Exceed $4,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Public Works**

Adopt a Resolution Authorizing the FY 25/26 Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

CA24. **Public Works**

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Sheriff's Office**

Approve a Five-Year Agreement with InTime Services, Inc. in the Amount of $53,570 for a Cloud-Hosted Workforce Management Solution, which Includes a Public Safety Scheduling Module, Training Certificate Module and Asset Management Module; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Kari Kisela/Chamber of Commerce read a list of May events that would be taking place. She noted the Tourism Bureau would be having a series of town halls. She noted on May 8th there would be a town hall in North County, on May 14th the location will be in the BOS chambers, and on May 15th the location would be Tenaya Lodge. She further noted that during the current week. They have a ladies' night, Mother's Day tea party, Idle Wheels Art Sale, Wildfire preparedness fair, and a mobile pop-up for an assemblyman.

Shannon Hansen noted she was happy to report that the well drilling at the Midpines Fire Station/Midpines Park had begun. She noted it had failed, and they were able to award an emergency contract since it is also a Fire Station. She noted that the fuel tank pump at the airport had gone down, but it is being worked on. She noted they are working on getting vendors up here, but it is hard to find vendors as the system is 30-40 years old and failing.

Kazzy Cunnigham/Public Information Officer for Health and Human Services,, noted the Senior Health and Resource Fair would take place the following day at the Fairgrounds. She noted that the Behavioral Health Division has begun its 30-day review for the Mental Health Act and an annual innovation report.

Kristie Mitchell/Public Information Officer for the Sheriff's Office, noted they would be testing the MSO Alert system on Wednesday, May 14th, 2025, at 1:00 PM. She noted this would be an opportunity for individuals to verify how they are signed up. She noted that if they do not get an alert, they would be at the Fire Fair to help individuals get signed up.

Steve Engfer updated the Board on the Development Code updates, noting the Planning Commission reviewed a draft of the title 17 review. He noted they are working through recommendations and public hearings. He noted they have brought building permits up to speed, noting they have a deficit of seasoned staff, which is making it challenging for them to keep up.

G. Public Comment on Non-Agenda Items

Public comment was received by Jim Rhodes/Coulterville Resident read the letter he submitted to the Board that was included in the packet. Supervisor Poe apologized for not being there. He thanked Supervisor Smallcombe for going in his stead. He thanked Mr. Rhodes and people like Bob Johns and everything they do to their Veterans.

Jonathan Noel/Resident thanked all the volunteers for the Butterfly Festival. He noted they had a band stand by the museum, and then one by the Amigo stage. He notes for music on the green, he asked that they move it to the Amigo Stage, at least once. He noted it would be a good place for people to dance, communicate, have food vendors, and would have a place for children to play.

Jeanne-Ann Pine/Resident noted that she recently found out that campsites do not pay Transient Occupancy Tax (TOT). She noted Mariposa has a new Glamping site that would be attractive to tourists. She thanked the Sheriff's Office for testing the emergency alert system. She also noted, in response to Mr. Noel, that the Arts Council puts on Music on the Green, not the Chambers. She further noted that KRYZ is in the taking stages of doing a music festival.

Daniel Wilson/Resident noted he hoped everyone's tomatoes were in the ground. He thanked Director Hansen for including him and supporting him regarding his complaints about the stadium lights shining on his

home. He noted he still had questions that he asked in February that had not yet been answered. He noted that the County and some entities have a habit of being silent, and silence speaks volumes.

Shannon Hansen apologized to Mr. Wilson, noting she must have missed his questions. She noted the lights have been at the Airport for 20 years. She noted the lights are for safety and security. She noted Public Works is overseeing the Airport. She also noted she would look into the sinking fuel tanks.

1. **Clerk of the Board**

Public Comment Submissions Received

H. Board Recognitions

1. **Health and Human Services Agency**

Adopt a Resolution Recognizing Sheila Baker on her Retirement

Kristina Keheley gave the staff report. She took a moment to give her heartfelt appreciation to Ms. Baker. Her dedication has impacted the agency and people they serve. Noting Ms. Baker had been an advocate and help to so many. Noting many programs have made lasting influence, due to her. She turned to Ms. Baker and noted, on behalf of us all, Thank you for your heart and dedication.

Sheila Baker thanked the Board, noting she has worked for Mariposa County for over 16 years, which is bittersweet. She noted she felt it was her role to serve the residents, and as a supervisor, it was to serve the whole. She thanked Joe Lynch for his mentorship and Kristina Keheley for being a tremendous motivator. She then recognized former HHSA Director Chevon Kothari for the imprint she made in Ms. Baker's career. She also thanked Sheriff Briese and his staff. She then recognized her partner, Deputy Mike King, who had passed away. She wanted to recognize and honor him. She thanked them for their time and recognition.

Public comment was received by Joe Lynch, who noted that, as a role model, moments like this matter. He noted when you put passion and energy into creating something that is your passion, it is watched by others. He noted to Ms. Baker, that she had been a leader in the agency, creating an environment that gives a path to others. He noted she had a significant impact on those around her. He noted he was happy for her, noting others realize that their moment will come and watch in envy.

Paul Brickett/Behavior Health Board Chair noted he was finishing his 4th year. He noted he appreciated working with Ms. Baker. He noted one of the best things he recalls is that there was a fatal car accident of a student, and Ms. Baker sent grief counselors to the high school. He wished her the best in her retirement.

Supervisors Toso and Smallcombe gave their sentiments and congratulations to Ms. Baker.

/

/

RESULT:	**Adopted**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso

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

Chair Smallcombe moved from the dais and presented Ms. Baker with the Resolution and Tile Plaque.

I. Regular Agenda Items

1. **Sheriff's Office**

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2025

Jeremey Briese/Sheriff gave the staff report. 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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

2. **District Attorney**

PUBLIC HEARING: Approve District Attorney's Office Military Equipment Use Report for 2024

10:53 AM Chair Smallcombe recessed for a brief break and reconvened at 10:58 AM.

Michael McAfee/District Attorney, gave the staff report. No public comment was received.

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

3. **Planning**

Approve Loan Balance Forgiveness for Mountain Meadow Farm's CDBG Microenterprise Loan

Supervisor Kiser recused herself from this item noting she had been a recipient of a loan and felt it was a conflict, She then left the Chambers at **11:02 AM.**

Will Fassett/Community Planner, gave the staff report.

Public comment was received by Brenda Oestrom/Owner of Mountain Meadow Farms, who noted she is here to validate what Mr. Fassett noted. She stated that from 2019 to 2021, her business generated over 36k. She noted everything changed in 2022 when dogs killed her flocks. Her poultry business had not been rebuilt. She noted she has been waiting for the dog control ordinance. She stated that without basic protections, she could not rebuild her business. She noted she has fulfilled her obligations using the funds as required. She

thanked the Board for their consideration.
Board discussion ensued.

After a lot of discussion between the Board, Ms. Oestrom, and Mr. Fassett, the following action was taken.

MOTION: Deny the Request for Loan Forgiveness.

A 2 -1 vote denied Loan Forgiveness.

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

4. **Health and Human Services Agency**

Appoint Stacey Lynch as the Local Mental Health Director; and Authorize the Board of Supervisors Chair to Sign the Letter of Appointment to be Submitted to the California Department of Health Care Services Pursuant to Welfare and Institutions Code Section 5607, Effective May 10th, 2025

Supervisor Kiser re-entered the Board chambers at **12:10 PM**

Kristina Kehely gave the staff report. Sheila Baker recognized Stacey Lynch, noting how fortunate they were to have her. Stacey Lynch thanked the Board.

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Menetrey

5. **Health and Human Services Agency**

Approve the Addition of One (1) Peer Support Specialist I/II/III Allocation and Vacate One (1) Unfilled Mental Health Assistant I Allocation within the Health and Human Services Agency, Effective Immediately

Kristina Keheley gave the staff report. No public comment was received.

RESULT:	**Adopted**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso

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

6. **Administration**

Approve the Creation of the Behavioral Health Clinical Supervisor Classification in the Health and Human Services Agency; Set the Annual Salary from $89,423.360 to $108,698.720; Update the Current Social Worker Supervisor II Allocations in Behavioral Health to the New Behavioral Health Clinical Supervisor Title; Effective Immediately

Joe Lynch gave the staff report. No public comment was received.

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

7. **Board of Supervisors**

Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities Between the Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe)

Chair Smallcombe gave the staff report.

Public comments were received by Edward Mee/Chair of the Wawona Town Planning Advisory Committee, who noted that in the 1970s, the relationship between the property owners and the Park Service was adversarial. He noted that in the 1980s, the park was asked to retrocede some of its jurisdiction. He noted, since then, that the relationship had been fair. He noted they eventually want all of the property. He then stated the MOU for the residents was important because it was a written agreement between the County, the Park Service, and the Owners. He noted it worked very well until a few years ago. He noted that it was when the park service no longer wanted to provide wastewater treatment and provide water to new connections. Mr. Mee noted that when they were going to redo the system, it would provide for more growth, but they have not been able to provide new connections. He stressed how big a tax base they were for Mariposa County. He noted that Supervisor Smallcombe brought a lot of talented individuals to speak to their community, and they were able to come up with what they should do. He noted that part of the problem was that the Park Service was currently in such a flux that they were reluctant to make a decision. He noted that there needed to be a working relationship; otherwise, if the Park Service bows out, where does that lead? He noted there are 600 pieces of property.

Jonathan Noel noted that this gentleman (in reference to Mr. Mee) lives in Wawona and worked as a Park Ranger. He asked if it got low, what the county's responsibility was to drill a well. He noted that this is typical of the federal government, and they are reluctant to work with anyone.

Phone Caller—Barry Perkins/Resident personally urges them to take a pro-community stance. He asks that they bring it back to the WTPAC. He notes that the Park Service has historically taken on and relieved the County's burdens. He notes that they now wish to walk away. He pleads that they help preserve the services they were promised. He notes that their community continues to support Mariposa County.

Board discussion ensued, with Supervisors Poe, Kiser, and Toso noting they did not want to "poke the bear," the Federal Government. Supervisor Kiser noted that the contract, although expired, was an implied contract because both parties were still following it.

DIRECTION: Do not "poke the bear" with respect to the Memorandum of Understanding (MOU). Staff is to keep an eye out for grants for a planning study for alternative sources of water for the Wawona area.

RESULT: DIRECTION GIVEN

1:39 PM Chair Smallcombe recessed for lunch, noting they would come back at 2:00 PM and would finish up the four items remaining at some point during the 2 PM agenda.

L. 2:00 PM Reconvene

2:03 PM Chair Smallcombe reconvened the Board meeting.

1. **County Counsel**

Receive a Presentation on the Ralph M. Brown Act (Rubin Cruz)

Walter Wall introduced Rubin Cruse/Former Shasta County Counsel. Mr. Cruse gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

RESULT: PRESENTATION HELD

3. **Planning**

Waive the First Reading and Introduce an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Chair Smallcombe noted that items 3 and 4 would be taken ahead of item 2. Once completed with 3, 4, and 2, the Board would return to items 8, 9,10, and 11 from the Regular agenda.

Steve Engfer gave a PowerPoint Presentation.

Public comment was received by Nico Turek/Topos Ventures LLC who noted this property historically had been used for a hotel but was zoned residential.

Supervisor Poe thanked staff for their work on this project.

RESULT: **INTRODUCED**
MOVER: District II Supervisor Shannon Poe
SECONDER: District III Supervisor Danette Toso

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

4. **Planning**

Waive the First Reading and Introduce an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer introduced the item. No public comment was received.

RESULT: **INTRODUCED**

MOVER: District II Supervisor Shannon Poe

SECONDER: District III Supervisor Danette Toso

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

2. **Planning**

PUBLIC HEARING: Adopt a Resolution Adopting a Mitigated Negative Declaration; Approve General Plan/Area Plan Amendment Application No. 2024-100; and Approve Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102 with Findings, Conditions, Mitigation Measures, and Mitigation Monitoring Program; Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer gave a PowerPoint Presentation.

Public comment was received by Nico Turek who thanked the Planning Department and the Code Compliance Division, noting this property had been a thorn in the County's side for some time. He noted this project was a challenge and has been a labor of love. He noted they believe it is a fantastic community and hope to bolster sales as the local establishments. He noted he felt it was beneficial for the community as well as the County,

Supervisors Kiser and Poe both thanked Mr. Turek and made positive comments about the project.

RESULT: **Adopted**

MOVER: District II Supervisor Shannon Poe

SECONDER: District III Supervisor Danette Toso

AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Menetrey

9. **Clerk of the Board**

Rescind Resolutions 2001-255 and 2014-111; and Adopt a Resolution for the Guidelines on the Submission and Tabulation of Assessment Ballots Pursuant to Article XIII D, Section 4 of the California Constitution

Chair Smallcombe moved to 9, 10, and then back to 8 and 11.

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment was received.

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

10. **Clerk of the Board**

Adopt a Resolution for Guidelines on the Submission and Tabulation of Protests in Rate Hearings Governed by Article XIII D, Section 6 of the California Constitution

Danielle Bondshu gave the staff report. No public comment was received.

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

8. **Clerk of the Board**

Approve Dissolution of the Merced River Trail Community Working Group; and Recognize the Service of Jeffrey Jenkins, Bill King, Michael Martin, Wendy Brown, and Kristina Rylands

Danielle Bondshu gave the staff report. 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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

11. **Clerk of the Board**

Approve the Minutes for April 1, 2025, Board of Supervisors Meeting

Danielle Bondshu gave the staff report. She noted that one clerical change had already been corrected, but she wanted to mention it for the listening public. No public comment was received.

CORRECTION: Former Supervisor Forsythe was listed in the roll call for the April 1st meeting, corrected to Supervisor Jenni Kiser.

RESULT:	**Adopted as Amended**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Menetrey

J. Board Information

Information received.

K. Closed Session

Chair Smallcombe read the closed session items. No public comment was received on either closed session items. Chair Smallcombe moved back up to Board Information for a special announcement from Joe Lynch.

3:46 PM Chair Smallcombe recessed into the Board into closed session.

1. **Administration**

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

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivison (b) Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

4:00 PM Chair Smallcombe reconvened and reported that during the closed session, the following took place.

- Closed Session Item 1: Information received and direction was given.
- Closed Session Item 2: The Board unanimously denied Claim Number 25-4.

M. Adjournment

4:02 PM Chair Smallcombe adjourned in memory of Carl Brown, Karen Mimler, Dayle Law, Keith Kreitter, Jr., and Richard Lee Bolton Sr.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-146

MEETING: May 6, 2025

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 II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive Information on Mariposa County's Quarterly Financial Information Year-to-Date Through the End of Quarter Three or March 31st of Fiscal Year 2024-2025

RECOMMENDATION AND JUSTIFICATION

Receive Information on Mariposa County's Quarterly Financial Information Year-to-Date Through the End of Quarter Three or March 31st of Fiscal Year 2024-2025.

Mariposa County has recently codified a financial reporting calendar, which includes quarterly financial updates. The purpose of this agenda item is to present the Quarter 3 (Q3). As a reminder, the attached reports show the following information.

1. Fund Level Revenue and Expense Actual vs. Budget Comparison - This report shows total revenue and expenses year to date by fund. In the general fund, the report separates these totals by department as well.
2. Department Level Revenue and Expense Categories Actual vs. Budget Comparison - This report shows the total revenue and expenses by department, irrespective of fund or program or individual accounts. In this way, the Board and the public will be able to view the total salaries spent on a department, for example, year to date as of the reported date.
3. Account Level Revenue and Expense Actual vs. Budget Comparison - This report shows the total revenue and expenses by account only, irrespective of fund or program or departments or categories. In this way, the Board and public will be able to view total spending on training or equipment or telephone, for example, year to date as of the reported date.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2025 Financial Reporting Calendar

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action requested

FINANCIAL IMPACT

No financial impact, as no action is requested.

ATTACHMENTS

1. **Fund Level Quarterly Report Q3 FY25**
2. **Department Rollup Quarterly Report Q3 FY25**
3. **Account Quarterly Report Q3 FY25**

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 II Supervisor Poe, District IV Supervisor Kiser

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
1001: General Fund	Total Departments: Total Departments	Total Revenues	97,617,086	44,720,125	86,898,823	78,549,266	75,505,319
1001: General Fund	Total Departments: Total Departments	Beginning Fund Balance	1,310,805	-	-	-	-
1001: General Fund	Total Departments: Total Departments	Total Expenses	97,617,086	63,096,724	85,305,260	86,517,797	72,674,648
1001: General Fund	**Total Departments: Total Departments**	**Net Balance**	**0**	**(18,376,599)**	**1,593,563**	**(7,968,531)**	**2,830,671**
3031: Local Transportation Fund	307: Local Transportation	Total Revenues	912,954	417,553	781,068	645,589	680,026
3031: Local Transportation Fund	307: Local Transportation	Beginning Fund Balance	316,954	-	-	-	-
3031: Local Transportation Fund	307: Local Transportation	Total Expenses	912,954	-	769,542	451,757	578,796
3031: Local Transportation Fund	**307: Local Transportation**	**Net Balance**	**0**	**417,553**	**11,526**	**193,832**	**101,230**
3032: State Transit Assistance Fund	307: Local Transportation	Total Revenues	501,847	8,321	35,127	242,406	147,233
3032: State Transit Assistance Fund	307: Local Transportation	Beginning Fund Balance	47,733	-	-	-	-
3032: State Transit Assistance Fund	307: Local Transportation	Total Expenses	501,847	-	28,121	197,714	155,688
3032: State Transit Assistance Fund	**307: Local Transportation**	**Net Balance**	**0**	**8,321**	**7,006**	**44,693**	**(8,455)**
3033: Transportation Planning Fund	307: Local Transportation	Total Revenues	433,248	120,962	428,729	401,151	389,830
3033: Transportation Planning Fund	307: Local Transportation	Beginning Fund Balance	(915)	-	-	-	-
3033: Transportation Planning Fund	307: Local Transportation	Total Expenses	433,248	172,238	388,816	468,153	367,465
3033: Transportation Planning Fund	**307: Local Transportation**	**Net Balance**	**0**	**(51,276)**	**39,912**	**(67,002)**	**22,365**
3033: Transportation Planning Fund	350: Engineering	Total Revenues	-	-	-	4,348	(41,550)
3033: Transportation Planning Fund	**350: Engineering**	**Net Balance**	**-**	**-**	**-**	**4,348**	**(41,550)**
3034: Pedestrian Bikeway Fund	307: Local Transportation	Total Revenues	210,063	3,271	13,069	10,913	9,305
3034: Pedestrian Bikeway Fund	307: Local Transportation	Beginning Fund Balance	200,063	-	-	-	-
3034: Pedestrian Bikeway Fund	307: Local Transportation	Total Expenses	210,063	-	-	-	-
3034: Pedestrian Bikeway Fund	**307: Local Transportation**	**Net Balance**	**0**	**3,271**	**13,069**	**10,913**	**9,305**
3215: Victim Witness Fund	215: Victim Witness	Total Revenues	390,703	233,086	303,618	390,160	322,585

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3215: Victim Witness Fund	215: Victim Witness	Beginning Fund Balance	(157,074)	-	-	-	-
3215: Victim Witness Fund	215: Victim Witness	Total Expenses	390,703	211,080	409,579	364,032	407,331
3215: Victim Witness Fund	**215: Victim Witness**	**Net Balance**	**0**	**22,006**	**(105,962)**	**26,128**	**(84,746)**
3300: Roads Fund	300: Roads	Total Revenues	9,272,054	4,216,980	6,017,087	6,834,958	5,174,434
3300: Roads Fund	300: Roads	Beginning Fund Balance	3,261,990	-	-	-	-
3300: Roads Fund	300: Roads	Total Expenses	9,272,054	4,644,210	5,147,853	5,113,783	5,642,169
3300: Roads Fund	**300: Roads**	**Net Balance**	**0**	**(427,230)**	**869,234**	**1,721,175**	**(467,735)**
3301: Fish And Game	101: Board Of Supervisors	Total Revenues	21,474	801	1,521	870	1,043
3301: Fish And Game	101: Board Of Supervisors	Beginning Fund Balance	20,474	-	-	-	-
3301: Fish And Game	101: Board Of Supervisors	Total Expenses	21,474	10,000	-	-	-
3301: Fish And Game	**101: Board Of Supervisors**	**Net Balance**	**0**	**(9,199)**	**1,521**	**870**	**1,043**
3310: CSA 3 Fire Assessments	000: No Department	Total Revenues	-	-	-	-	32,475
3310: CSA 3 Fire Assessments	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**32,475**
3310: CSA 3 Fire Assessments	107: Auditor	Total Revenues	866,685	9,836	29,830	121,995	16,123
3310: CSA 3 Fire Assessments	107: Auditor	Beginning Fund Balance	862,685	-	-	-	-
3310: CSA 3 Fire Assessments	107: Auditor	Total Expenses	866,685	-	626,850	83	733,986
3310: CSA 3 Fire Assessments	**107: Auditor**	**Net Balance**	**0**	**9,836**	**(597,020)**	**121,912**	**(717,863)**
3311: CSA 1-Don Pedro Fire	000: No Department	Total Revenues	-	-	-	-	23,861
3311: CSA 1-Don Pedro Fire	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**23,861**
3311: CSA 1-Don Pedro Fire	107: Auditor	Total Revenues	119,442	52,266	105,751	64,273	61,260
3311: CSA 1-Don Pedro Fire	107: Auditor	Beginning Fund Balance	32,562	-	-	-	-
3311: CSA 1-Don Pedro Fire	107: Auditor	Total Expenses	119,442	4,058	93,592	87,610	70,105
3311: CSA 1-Don Pedro Fire	**107: Auditor**	**Net Balance**	**0**	**48,208**	**12,159**	**(23,337)**	**(8,845)**
3325: DA Asset Forfeiture	212: District Attorney	Total Revenues	7,994	124	8,274	38	763
3325: DA Asset Forfeiture	212: District Attorney	Beginning Fund Balance	7,914	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3325: DA Asset Forfeiture	212: District Attorney	Total Expenses	7,994	2,877	2,649	383	7,865
3325: DA Asset Forfeiture	**212: District Attorney**	**Net Balance**	**0**	**(2,753)**	**5,625**	**(346)**	**(7,102)**
3327: Sheriff Asset Forfeiture	216: Sheriff	Total Revenues	64,647	1,046	46,920	316	4,705
3327: Sheriff Asset Forfeiture	216: Sheriff	Beginning Fund Balance	64,535	-	-	-	-
3327: Sheriff Asset Forfeiture	216: Sheriff	Total Expenses	64,647	-	2,000	5,000	2,000
3327: Sheriff Asset Forfeiture	**216: Sheriff**	**Net Balance**	**0**	**1,046**	**44,920**	**(4,684)**	**2,705**
3328: Comm Child Abuse Prevent	501: Social Services	Total Revenues	30,945	30,353	31,193	61,297	84,451
3328: Comm Child Abuse Prevent	501: Social Services	Beginning Fund Balance	(13,805)	-	-	-	-
3328: Comm Child Abuse Prevent	501: Social Services	Total Expenses	30,945	18,300	81,193	82,638	30,585
3328: Comm Child Abuse Prevent	**501: Social Services**	**Net Balance**	**0**	**12,053**	**(50,001)**	**(21,341)**	**53,866**
3329: SLESF Fund	216: Sheriff	Total Revenues	245,251	214,466	205,773	182,578	178,228
3329: SLESF Fund	216: Sheriff	Beginning Fund Balance	75,451	-	-	-	-
3329: SLESF Fund	216: Sheriff	Total Expenses	245,251	214,102	204,022	287,105	-
3329: SLESF Fund	**216: Sheriff**	**Net Balance**	**0**	**364**	**1,750**	**(104,527)**	**178,228**
3330: Housing Development Fund	111: Housing Development	Total Revenues	244,336	63,273	368,064	423,047	1,596
3330: Housing Development Fund	111: Housing Development	Beginning Fund Balance	(186,277)	-	-	-	-
3330: Housing Development Fund	111: Housing Development	Total Expenses	244,336	-	196,873	1,058,008	1,183
3330: Housing Development Fund	**111: Housing Development**	**Net Balance**	**0**	**63,273**	**171,192**	**(634,960)**	**412**
3331: First Time Homebuyer Loans	111: Housing Development	Total Revenues	249,008	(18)	572	(535)	-
3331: First Time Homebuyer Loans	111: Housing Development	Beginning Fund Balance	(992)	-	-	-	-
3331: First Time Homebuyer Loans	111: Housing Development	Total Expenses	249,008	1,385	651	378	-
3331: First Time Homebuyer Loans	**111: Housing Development**	**Net Balance**	**0**	**(1,403)**	**(79)**	**(913)**	**-**
3332: Housing Rehabilitation Fund	111: Housing Development	Total Revenues	402,680	40,057	4,815	205,904	-
3332: Housing Rehabilitation Fund	111: Housing Development	Beginning Fund Balance	152,680	-	-	-	-
3332: Housing Rehabilitation Fund	111: Housing Development	Total Expenses	402,680	287	38,796	19,243	-
3332: Housing Rehabilitation Fund	**111: Housing Development**	**Net Balance**	**0**	**39,770**	**(33,981)**	**186,662**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3334: Community Energy Grants	402: Behavioral Health	Total Revenues	815,490	410,020	807,110	297,015	427,030
3334: Community Energy Grants	402: Behavioral Health	Beginning Fund Balance	(170,435)	-	-	-	-
3334: Community Energy Grants	402: Behavioral Health	Total Expenses	815,490	560,131	607,831	592,727	534,873
3334: Community Energy Grants	**402: Behavioral Health**	**Net Balance**	**0**	**(150,111)**	**199,279**	**(295,712)**	**(107,843)**
3335: CSBG Fund	402: Behavioral Health	Total Revenues	328,653	135,520	242,878	314,286	381,702
3335: CSBG Fund	402: Behavioral Health	Beginning Fund Balance	(95,304)	-	-	-	-
3335: CSBG Fund	402: Behavioral Health	Total Expenses	328,653	166,100	203,975	416,938	393,340
3335: CSBG Fund	**402: Behavioral Health**	**Net Balance**	**0**	**(30,580)**	**38,903**	**(102,653)**	**(11,638)**
3336: TANF Fund	501: Social Services	Total Revenues	72,343	1,183	1,927	1,190	786
3336: TANF Fund	501: Social Services	Beginning Fund Balance	72,343	-	-	-	-
3336: TANF Fund	501: Social Services	Total Expenses	72,343	13,505	1,238	3,818	2,975
3336: TANF Fund	**501: Social Services**	**Net Balance**	**0**	**(12,322)**	**689**	**(2,628)**	**(2,189)**
3337: BCSH Housing Grants	402: Behavioral Health	Total Revenues	44,565	636	613,020	-	-
3337: BCSH Housing Grants	402: Behavioral Health	Beginning Fund Balance	40,171	-	-	-	-
3337: BCSH Housing Grants	402: Behavioral Health	Total Expenses	44,565	4,701	572,849	-	-
3337: BCSH Housing Grants	**402: Behavioral Health**	**Net Balance**	**0**	**(4,065)**	**40,171**	**-**	**-**
3341: Senior Services Fund	519: Adults and Aging	Total Revenues	554,687	160,335	506,450	264,914	407,349
3341: Senior Services Fund	519: Adults and Aging	Beginning Fund Balance	(544,376)	-	-	-	-
3341: Senior Services Fund	519: Adults and Aging	Total Expenses	554,687	333,531	742,947	571,554	408,589
3341: Senior Services Fund	**519: Adults and Aging**	**Net Balance**	**0**	**(173,196)**	**(236,496)**	**(306,640)**	**(1,240)**
3345: Forest Reserve	102: Administration	Total Revenues	-	-	0	1,037	40,867
3345: Forest Reserve	**102: Administration**	**Net Balance**	**-**	**-**	**0**	**1,037**	**40,867**
3345: Forest Reserve	228: Fire	Total Revenues	167,631	1,239	65,955	63,062	-
3345: Forest Reserve	228: Fire	Beginning Fund Balance	102,927	-	-	-	-
3345: Forest Reserve	228: Fire	Total Expenses	167,631	55,000	41,500	96,373	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3345: Forest Reserve	**228: Fire**	**Net Balance**	**0**	**(53,761)**	**24,455**	**(33,311)**	**-**
3351: JJCPA Fund	224: Probation	Total Revenues	278,948	93,829	91,637	81,074	79,954
3351: JJCPA Fund	224: Probation	Beginning Fund Balance	187,002	-	-	-	-
3351: JJCPA Fund	224: Probation	Total Expenses	278,948	31,081	61,524	55,851	49,043
3351: JJCPA Fund	**224: Probation**	**Net Balance**	**0**	**62,748**	**30,112**	**25,223**	**30,911**
3352: HUD Continuum of Care	402: Behavioral Health	Total Revenues	116,861	51,332	76,432	106,817	43,461
3352: HUD Continuum of Care	402: Behavioral Health	Beginning Fund Balance	39,818	-	-	-	-
3352: HUD Continuum of Care	402: Behavioral Health	Total Expenses	116,861	37,772	90,024	57,840	45,200
3352: HUD Continuum of Care	**402: Behavioral Health**	**Net Balance**	**0**	**13,560**	**(13,592)**	**48,977**	**(1,740)**
3353: RCCP Fund	216: Sheriff	Total Revenues	605,956	500,981	505,982	501,027	502,131
3353: RCCP Fund	216: Sheriff	Beginning Fund Balance	5,956	-	-	-	-
3353: RCCP Fund	216: Sheriff	Total Expenses	605,956	46,137	594,377	423,629	814,965
3353: RCCP Fund	**216: Sheriff**	**Net Balance**	**0**	**454,844**	**(88,394)**	**77,398**	**(312,834)**
3356: VLF Swap Fund	107: Auditor	Total Revenues	2,496	41	66	40	-
3356: VLF Swap Fund	107: Auditor	Beginning Fund Balance	2,496	-	-	-	-
3356: VLF Swap Fund	107: Auditor	Total Expenses	2,496	-	-	-	-
3356: VLF Swap Fund	**107: Auditor**	**Net Balance**	**0**	**41**	**66**	**40**	**-**
3356: VLF Swap Fund	402: Behavioral Health	Total Expenses	-	-	-	-	(2,391)
3356: VLF Swap Fund	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**-**	**-**	**2,391**
3358: DNA Identification Fund	216: Sheriff	Total Revenues	47,385	4,397	6,028	4,312	4,895
3358: DNA Identification Fund	216: Sheriff	Beginning Fund Balance	44,785	-	-	-	-
3358: DNA Identification Fund	216: Sheriff	Total Expenses	47,385	-	10,259	-	2,934
3358: DNA Identification Fund	**216: Sheriff**	**Net Balance**	**0**	**4,397**	**(4,231)**	**4,312**	**1,961**
3360: Domestic Violence - Probation	224: Probation	Total Revenues	917	142	864	81	458
3360: Domestic Violence - Probation	224: Probation	Beginning Fund Balance	563	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3360: Domestic Violence - Probation	224: Probation	Total Expenses	917	704	378	495	-
3360: Domestic Violence - Probation	**224: Probation**	**Net Balance**	**0**	**(562)**	**486**	**(414)**	**458**
3361: County Inmate Welfare Fund	220: Adult Detention	Total Revenues	119,731	28,694	30,337	23,204	33,709
3361: County Inmate Welfare Fund	220: Adult Detention	Beginning Fund Balance	93,731	-	-	-	-
3361: County Inmate Welfare Fund	220: Adult Detention	Total Expenses	119,731	14,328	34,199	28,318	27,131
3361: County Inmate Welfare Fund	**220: Adult Detention**	**Net Balance**	**0**	**14,366**	**(3,862)**	**(5,113)**	**6,578**
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Total Revenues	19,822	94	84	98	107
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Beginning Fund Balance	18,710	-	-	-	-
3362: CalFRESH Overpay Incentives	506: Assistance Payments	Total Expenses	19,822	-	-	-	-
3362: CalFRESH Overpay Incentives	**506: Assistance Payments**	**Net Balance**	**0**	**94**	**84**	**98**	**107**
3363: Human Services Assist Trust	506: Assistance Payments	Total Revenues	3,355,038	2,185,803	3,023,331	2,330,145	1,588,930
3363: Human Services Assist Trust	506: Assistance Payments	Beginning Fund Balance	(175,902)	-	-	-	-
3363: Human Services Assist Trust	506: Assistance Payments	Total Expenses	3,355,038	2,110,602	3,038,550	2,502,526	1,521,226
3363: Human Services Assist Trust	**506: Assistance Payments**	**Net Balance**	**0**	**75,201**	**(15,219)**	**(172,380)**	**67,704**
3364: Cash Difference Tax Collector	000: No Department	Total Revenues	-	-	-	-	(7)
3364: Cash Difference Tax Collector	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**(7)**
3364: Cash Difference Tax Collector	107: Auditor	Total Revenues	-	-	0	-	-
3364: Cash Difference Tax Collector	**107: Auditor**	**Net Balance**	**-**	**-**	**0**	**-**	**-**
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Total Revenues	751	(250)	(158)	(154)	(437)
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Beginning Fund Balance	751	-	-	-	-
3364: Cash Difference Tax Collector	108: Treasurer/Tax Collector	Total Expenses	751	-	-	-	-
3364: Cash Difference Tax Collector	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(250)**	**(158)**	**(154)**	**(437)**
3365: Department Of Justice-DA	212: District Attorney	Total Revenues	11,970	539	1,228	830	1,415
3365: Department Of Justice-DA	212: District Attorney	Beginning Fund Balance	11,320	-	-	-	-
3365: Department Of Justice-DA	212: District Attorney	Total Expenses	11,970	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3365: Department Of Justice-DA	**212: District Attorney**	**Net Balance**	**0**	**539**	**1,228**	**830**	**1,415**
3366: Probation Drug Program	224: Probation	Total Revenues	8,888	137	224	441	689
3366: Probation Drug Program	224: Probation	Beginning Fund Balance	8,153	-	-	-	-
3366: Probation Drug Program	224: Probation	Total Expenses	8,888	-	-	-	-
3366: Probation Drug Program	**224: Probation**	**Net Balance**	**0**	**137**	**224**	**441**	**689**
3368: Human Services Admin Trust	506: Assistance Payments	Total Revenues	11,168,892	5,915,681	8,014,812	8,721,917	7,354,279
3368: Human Services Admin Trust	506: Assistance Payments	Beginning Fund Balance	(849,230)	-	-	-	-
3368: Human Services Admin Trust	506: Assistance Payments	Total Expenses	11,168,892	4,357,761	9,242,896	8,716,368	5,952,147
3368: Human Services Admin Trust	**506: Assistance Payments**	**Net Balance**	**0**	**1,557,920**	**(1,228,084)**	**5,549**	**1,402,132**
3369: Sund-Pelosso Advance	206: Indigent Defense	Total Revenues	19,908	-	-	-	-
3369: Sund-Pelosso Advance	206: Indigent Defense	Beginning Fund Balance	4,283	-	-	-	-
3369: Sund-Pelosso Advance	206: Indigent Defense	Total Expenses	19,908	16,988	15,908	-	-
3369: Sund-Pelosso Advance	**206: Indigent Defense**	**Net Balance**	**0**	**(16,988)**	**(15,908)**	**-**	**-**
3369: Sund-Pelosso Advance	212: District Attorney	Total Revenues	-	-	15,908	25,316	1,800
3369: Sund-Pelosso Advance	212: District Attorney	Total Expenses	-	-	0	14,436	12,680
3369: Sund-Pelosso Advance	**212: District Attorney**	**Net Balance**	**-**	**-**	**15,908**	**10,880**	**(10,880)**
3370: LAFCO Fund	249: Planning	Total Revenues	16,584	8,660	241	230	62,956
3370: LAFCO Fund	249: Planning	Beginning Fund Balance	7,939	-	-	-	-
3370: LAFCO Fund	249: Planning	Total Expenses	16,584	1,451	2,441	8,732	70,613
3370: LAFCO Fund	**249: Planning**	**Net Balance**	**0**	**7,209**	**(2,200)**	**(8,502)**	**(7,657)**
3371: Child Support Services Fund	207: Child Support Services	Total Revenues	1,120,846	437,780	685,868	599,960	425,119
3371: Child Support Services Fund	207: Child Support Services	Beginning Fund Balance	460,908	-	-	-	-
3371: Child Support Services Fund	207: Child Support Services	Total Expenses	1,120,846	362,193	224,960	599,960	485,345
3371: Child Support Services Fund	**207: Child Support Services**	**Net Balance**	**0**	**75,587**	**460,908**	**0**	**(60,226)**
3372: CalFRESH Overpay Collect	506: Assistance Payments	Total Revenues	3,565	(708)	741	960	1,598

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3372: CalFRESH Overpay Collect	506: Assistance Payments	Beginning Fund Balance	2,065	-	-	-	-
3372: CalFRESH Overpay Collect	506: Assistance Payments	Total Expenses	3,565	819	1,467	98	107
3372: CalFRESH Overpay Collect	**506: Assistance Payments**	**Net Balance**	**0**	**(1,527)**	**(726)**	**862**	**1,491**
3376: Finger Print Identification	216: Sheriff	Total Revenues	76,983	2,409	3,178	2,367	3,285
3376: Finger Print Identification	216: Sheriff	Beginning Fund Balance	75,483	-	-	-	-
3376: Finger Print Identification	216: Sheriff	Total Expenses	76,983	-	-	-	3,217
3376: Finger Print Identification	**216: Sheriff**	**Net Balance**	**0**	**2,409**	**3,178**	**2,367**	**68**
3378: Emergency Medical Service	401: Health Division	Total Revenues	151,879	11,509	15,019	10,815	11,016
3378: Emergency Medical Service	401: Health Division	Beginning Fund Balance	140,391	-	-	-	-
3378: Emergency Medical Service	401: Health Division	Total Expenses	151,879	-	6,000	-	4,000
3378: Emergency Medical Service	**401: Health Division**	**Net Balance**	**0**	**11,509**	**9,019**	**10,815**	**7,016**
3379: Recorders Modernization Fund	109: Assessor/Recorder	Total Revenues	141,960	11,929	16,815	15,954	26,316
3379: Recorders Modernization Fund	109: Assessor/Recorder	Beginning Fund Balance	120,960	-	-	-	-
3379: Recorders Modernization Fund	109: Assessor/Recorder	Total Expenses	141,960	29,569	7,316	-	22,084
3379: Recorders Modernization Fund	**109: Assessor/Recorder**	**Net Balance**	**0**	**(17,640)**	**9,499**	**15,954**	**4,232**
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Total Revenues	3,859	350	876	542	1,268
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Beginning Fund Balance	3,106	-	-	-	-
3380: Drug & Alcohol Prevention	403: Alcohol And Drug	Total Expenses	3,859	3,106	-	-	-
3380: Drug & Alcohol Prevention	**403: Alcohol And Drug**	**Net Balance**	**0**	**(2,756)**	**876**	**542**	**1,268**
3382: Public Administrator Fund	216: Sheriff	Total Revenues	26,357	413	828	592	7,007
3382: Public Administrator Fund	216: Sheriff	Beginning Fund Balance	26,157	-	-	-	-
3382: Public Administrator Fund	216: Sheriff	Total Expenses	26,357	4,724	8,514	2,563	4,702
3382: Public Administrator Fund	**216: Sheriff**	**Net Balance**	**0**	**(4,311)**	**(7,687)**	**(1,970)**	**2,305**
3383: Welfare Trust-Social Services	501: Social Services	Total Revenues	2,602	-	-	-	-
3383: Welfare Trust-Social Services	501: Social Services	Beginning Fund Balance	2,602	-	-	-	-
3383: Welfare Trust-Social Services	501: Social Services	Total Expenses	2,602	-	460	-	-
3383: Welfare Trust-Social Services	**501: Social Services**	**Net Balance**	**0**	**-**	**(460)**	**-**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Total Revenues	6,104	371	940	672	1,348
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Beginning Fund Balance	5,181	-	-	-	-
3384: Alcohol Program Ment Hlth	403: Alcohol And Drug	Total Expenses	6,104	5,181	-	-	-
3384: Alcohol Program Ment Hlth	**403: Alcohol And Drug**	**Net Balance**	**0**	**(4,810)**	**940**	**672**	**1,348**
3384: Alcohol Program Ment Hlth	457: Environmental Health	Total Expenses	-	-	-	-	(1,453)
3384: Alcohol Program Ment Hlth	**457: Environmental Health**	**Net Balance**	**-**	**-**	**-**	**-**	**1,453**
3385: Tobacco Cessation-Health	401: Health Division	Total Revenues	286,563	76,311	152,167	151,076	113,132
3385: Tobacco Cessation-Health	401: Health Division	Beginning Fund Balance	99,252	-	-	-	-
3385: Tobacco Cessation-Health	401: Health Division	Total Expenses	286,563	96,465	137,429	158,533	125,726
3385: Tobacco Cessation-Health	**401: Health Division**	**Net Balance**	**0**	**(20,154)**	**14,739**	**(7,457)**	**(12,594)**
3386: Recorder Cash Difference	109: Assessor/Recorder	Total Revenues	500	257	8,565	212	(23)
3386: Recorder Cash Difference	109: Assessor/Recorder	Beginning Fund Balance	(1,062)	-	-	-	-
3386: Recorder Cash Difference	109: Assessor/Recorder	Total Expenses	500	801	9,078	1,602	1,068
3386: Recorder Cash Difference	**109: Assessor/Recorder**	**Net Balance**	**0**	**(544)**	**(513)**	**(1,390)**	**(1,091)**
3387: Criminal Lab H&S 11372.5	216: Sheriff	Total Revenues	8,522	3	19	251	133
3387: Criminal Lab H&S 11372.5	216: Sheriff	Beginning Fund Balance	8,422	-	-	-	-
3387: Criminal Lab H&S 11372.5	216: Sheriff	Total Expenses	8,522	8,309	12,213	-	-
3387: Criminal Lab H&S 11372.5	**216: Sheriff**	**Net Balance**	**0**	**(8,306)**	**(12,194)**	**251**	**133**
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Total Revenues	48,075	3,347	7,402	4,129	5,818
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Beginning Fund Balance	42,575	-	-	-	-
3389: Micro Conversion-Recorder	109: Assessor/Recorder	Total Expenses	48,075	-	-	-	-
3389: Micro Conversion-Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**3,347**	**7,402**	**4,129**	**5,818**
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Total Revenues	88,026	9,805	55,113	31,323	22,907
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Beginning Fund Balance	65,119	-	-	-	-
3390: Tax Collector's Cost	108: Treasurer/Tax Collector	Total Expenses	88,026	63,182	116,457	5,993	44,463

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3390: Tax Collector's Cost	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(53,377)**	**(61,344)**	**25,330**	**(21,556)**
3392: 1991 Health Realignment	401: Health Division	Total Revenues	2,498,519	742,918	1,194,304	1,067,453	1,025,752
3392: 1991 Health Realignment	401: Health Division	Beginning Fund Balance	996,674	-	-	-	-
3392: 1991 Health Realignment	401: Health Division	Total Expenses	2,498,519	-	2,223,082	528,420	213,770
3392: 1991 Health Realignment	**401: Health Division**	**Net Balance**	**0**	**742,918**	**(1,028,777)**	**539,033**	**811,982**
3393: 1991 Ment Hlth Realignment	402: Behavioral Health	Total Revenues	776,284	497,819	613,185	224,586	839,046
3393: 1991 Ment Hlth Realignment	402: Behavioral Health	Total Expenses	776,284	35,690	613,185	668,756	1,266,013
3393: 1991 Ment Hlth Realignment	**402: Behavioral Health**	**Net Balance**	**0**	**462,129**	**0**	**(444,170)**	**(426,966)**
3394: 1991 Human Services Realign	506: Assistance Payments	Total Revenues	4,038,280	2,725,411	3,847,900	4,254,068	3,394,015
3394: 1991 Human Services Realign	506: Assistance Payments	Beginning Fund Balance	509,613	-	-	-	-
3394: 1991 Human Services Realign	506: Assistance Payments	Total Expenses	4,038,280	1,735,235	3,791,328	4,358,456	6,042,635
3394: 1991 Human Services Realign	**506: Assistance Payments**	**Net Balance**	**0**	**990,176**	**56,572**	**(104,387)**	**(2,648,620)**
3399: Vitals - Recorder	109: Assessor/Recorder	Total Revenues	76,352	3,469	4,831	4,022	3,883
3399: Vitals - Recorder	109: Assessor/Recorder	Beginning Fund Balance	72,752	-	-	-	-
3399: Vitals - Recorder	109: Assessor/Recorder	Total Expenses	76,352	-	-	-	-
3399: Vitals - Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**3,469**	**4,831**	**4,022**	**3,883**
3400: Vitals - Clerk	120: County Clerk	Total Revenues	2,487	121	168	98	105
3400: Vitals - Clerk	120: County Clerk	Beginning Fund Balance	2,372	-	-	-	-
3400: Vitals - Clerk	120: County Clerk	Total Expenses	2,487	-	-	-	-
3400: Vitals - Clerk	**120: County Clerk**	**Net Balance**	**0**	**121**	**168**	**98**	**105**
3401: STC Fund	224: Probation	Total Revenues	9,871	8,318	9,866	11,841	8,792
3401: STC Fund	224: Probation	Beginning Fund Balance	16	-	-	-	-
3401: STC Fund	224: Probation	Total Expenses	9,871	6,478	9,639	9,685	11,011
3401: STC Fund	**224: Probation**	**Net Balance**	**0**	**1,840**	**227**	**2,156**	**(2,219)**
3401: STC Fund	220: Adult Detention	Total Revenues	30,154	13,119	16,918	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3401: STC Fund	220: Adult Detention	Beginning Fund Balance	18,154	-	-	-	-
3401: STC Fund	220: Adult Detention	Total Expenses	30,154	13,630	9,420	4,255	-
3401: STC Fund	**220: Adult Detention**	**Net Balance**	**0**	**(511)**	**7,498**	**(4,255)**	**-**
3402: PHEP Fund	401: Health Division	Total Revenues	151,129	193,470	130,223	87,050	98,808
3402: PHEP Fund	401: Health Division	Beginning Fund Balance	(88,720)	-	-	-	-
3402: PHEP Fund	401: Health Division	Total Expenses	151,129	75,903	145,542	85,319	110,728
3402: PHEP Fund	**401: Health Division**	**Net Balance**	**0**	**117,567**	**(15,319)**	**1,731**	**(11,920)**
3404: LEA Fund	401: Health Division	Total Expenses	-	-	-	-	58
3404: LEA Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**-**	**(58)**
3404: LEA Fund	457: Environmental Health	Total Revenues	16,151	22,436	20,683	19,530	16,551
3404: LEA Fund	457: Environmental Health	Beginning Fund Balance	11,434	-	-	-	-
3404: LEA Fund	457: Environmental Health	Total Expenses	16,151	12,550	15,886	16,487	15,721
3404: LEA Fund	**457: Environmental Health**	**Net Balance**	**0**	**9,886**	**4,797**	**3,043**	**831**
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Total Revenues	3	0	0	0	0
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Beginning Fund Balance	3	-	-	-	-
3406: First 5 Visiting Pub Hlth Nurse	401: Health Division	Total Expenses	3	-	-	-	-
3406: First 5 Visiting Pub Hlth Nurse	**401: Health Division**	**Net Balance**	**0**	**0**	**0**	**0**	**0**
3409: Automated Warrant System	216: Sheriff	Total Revenues	41,721	1,281	1,630	681	2,192
3409: Automated Warrant System	216: Sheriff	Beginning Fund Balance	41,121	-	-	-	-
3409: Automated Warrant System	216: Sheriff	Total Expenses	41,721	-	-	-	-
3409: Automated Warrant System	**216: Sheriff**	**Net Balance**	**0**	**1,281**	**1,630**	**681**	**2,192**
3411: Public Authority Fund	501: Social Services	Total Revenues	228,940	150,183	177,023	173,346	68,184
3411: Public Authority Fund	501: Social Services	Beginning Fund Balance	(47,321)	-	-	-	-
3411: Public Authority Fund	501: Social Services	Total Expenses	228,940	104,663	189,135	143,007	174,328
3411: Public Authority Fund	**501: Social Services**	**Net Balance**	**0**	**45,520**	**(12,112)**	**30,339**	**(106,144)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3411: Public Authority Fund	506: Assistance Payments	Total Revenues	-	-	4,613	-	96,323
3411: Public Authority Fund	**506: Assistance Payments**	**Net Balance**	**-**	**-**	**4,613**	**-**	**96,323**
3413: Sheriff - Civil Matters	216: Sheriff	Total Revenues	0	11,056	(44)	84	2,100
3413: Sheriff - Civil Matters	216: Sheriff	Beginning Fund Balance	(5,499)	-	-	-	-
3413: Sheriff - Civil Matters	216: Sheriff	Total Expenses	0	3,225	8,589	4,442	-
3413: Sheriff - Civil Matters	**216: Sheriff**	**Net Balance**	**0**	**7,831**	**(8,633)**	**(4,358)**	**2,100**
3416: Revenue And Recovery	224: Probation	Total Revenues	281,886	18,184	138,100	147,376	118,222
3416: Revenue And Recovery	224: Probation	Beginning Fund Balance	152,562	-	-	-	-
3416: Revenue And Recovery	224: Probation	Total Expenses	281,886	64,132	100,985	106,365	97,081
3416: Revenue And Recovery	**224: Probation**	**Net Balance**	**0**	**(45,948)**	**37,115**	**41,011**	**21,141**
3417: Youthful Offender	224: Probation	Total Revenues	436,826	68,645	120,931	140,463	143,431
3417: Youthful Offender	224: Probation	Beginning Fund Balance	312,783	-	-	-	-
3417: Youthful Offender	224: Probation	Total Expenses	436,826	101,200	86,130	133,016	45,435
3417: Youthful Offender	**224: Probation**	**Net Balance**	**0**	**(32,555)**	**34,801**	**7,447**	**97,996**
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Total Revenues	421,056	6,770	10,926	403,129	-
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Beginning Fund Balance	414,056	-	-	-	-
3418: Probation Juvenile Facilities AB178	223: Juvenile Detention	Total Expenses	421,056	-	-	-	-
3418: Probation Juvenile Facilities AB178	**223: Juvenile Detention**	**Net Balance**	**0**	**6,770**	**10,926**	**403,129**	**-**
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Total Revenues	33,216	2,933	4,063	3,795	5,521
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Beginning Fund Balance	29,916	-	-	-	-
3419: SSN Truncation-Recorder	109: Assessor/Recorder	Total Expenses	33,216	-	-	-	-
3419: SSN Truncation-Recorder	**109: Assessor/Recorder**	**Net Balance**	**0**	**2,933**	**4,063**	**3,795**	**5,521**
3420: Hazardous Material Clean Up	304: Public Works Administration	Total Revenues	-	-	-	0	14
3420: Hazardous Material Clean Up	304: Public Works Administration	Total Expenses	-	-	-	1,760	-
3420: Hazardous Material Clean Up	**304: Public Works Administration**	**Net Balance**	**-**	**-**	**-**	**(1,760)**	**14**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3423: Sheriff Civil GC26746	216: Sheriff	Total Revenues	3,919	1,224	87	55	2,307
3423: Sheriff Civil GC26746	216: Sheriff	Beginning Fund Balance	3,281	-	-	-	-
3423: Sheriff Civil GC26746	216: Sheriff	Total Expenses	3,919	-	7	420	-
3423: Sheriff Civil GC26746	**216: Sheriff**	**Net Balance**	**0**	**1,224**	**80**	**(366)**	**2,307**
3424: Micro Assistance Loans	143: Economic Development	Total Revenues	12,236	200	323	284	92
3424: Micro Assistance Loans	143: Economic Development	Beginning Fund Balance	12,236	-	-	-	-
3424: Micro Assistance Loans	143: Economic Development	Total Expenses	12,236	-	-	0	-
3424: Micro Assistance Loans	**143: Economic Development**	**Net Balance**	**0**	**200**	**323**	**284**	**92**
3425: SAFE Business Relief Program	143: Economic Development	Total Revenues	41,203	-	-	11,367	-
3425: SAFE Business Relief Program	143: Economic Development	Beginning Fund Balance	41,203	-	-	-	-
3425: SAFE Business Relief Program	143: Economic Development	Total Expenses	41,203	11,367	1,318	-	11,985
3425: SAFE Business Relief Program	**143: Economic Development**	**Net Balance**	**0**	**(11,367)**	**(1,318)**	**11,367**	**(11,985)**
3426: CMSP Fund	401: Health Division	Total Revenues	358	-	-	-	-
3426: CMSP Fund	401: Health Division	Beginning Fund Balance	358	-	-	-	-
3426: CMSP Fund	401: Health Division	Total Expenses	358	-	-	-	-
3427: Prop 56 Tobacco Tax	401: Health Division	Total Revenues	276,849	75,000	150,000	150,000	75,000
3427: Prop 56 Tobacco Tax	401: Health Division	Beginning Fund Balance	89,538	-	-	-	-
3427: Prop 56 Tobacco Tax	401: Health Division	Total Expenses	276,849	96,475	137,430	159,730	113,614
3427: Prop 56 Tobacco Tax	**401: Health Division**	**Net Balance**	**0**	**(21,475)**	**12,570**	**(9,730)**	**(38,614)**
3428: Pandemic Influenza State	401: Health Division	Total Revenues	60,565	57,117	(550)	57,208	45,092
3428: Pandemic Influenza State	401: Health Division	Beginning Fund Balance	(45,573)	-	-	-	-
3428: Pandemic Influenza State	401: Health Division	Total Expenses	60,565	41,866	40,493	42,609	35,421
3428: Pandemic Influenza State	**401: Health Division**	**Net Balance**	**0**	**15,251**	**(41,043)**	**14,598**	**9,671**
3430: Library Private Donation	606: Library	Total Revenues	363,015	5,815	9,599	6,077	2,852
3430: Library Private Donation	606: Library	Beginning Fund Balance	358,015	-	-	-	-
3430: Library Private Donation	606: Library	Total Expenses	363,015	21,699	24,950	-	-
3430: Library Private Donation	**606: Library**	**Net Balance**	**0**	**(15,884)**	**(15,351)**	**6,077**	**2,852**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3432: Community Correct AB109	224: Probation	Total Revenues	2,509,746	623,559	1,207,996	1,267,336	1,053,338
3432: Community Correct AB109	224: Probation	Beginning Fund Balance	1,422,447	-	-	-	-
3432: Community Correct AB109	224: Probation	Total Expenses	2,509,746	739,476	1,846,366	1,135,883	1,077,400
3432: Community Correct AB109	**224: Probation**	**Net Balance**	**0**	**(115,917)**	**(638,370)**	**131,453**	**(24,062)**
3433: 2011 Human Serv Realign	506: Assistance Payments	Total Revenues	3,282,604	2,081,356	3,322,713	3,521,924	3,124,013
3433: 2011 Human Serv Realign	506: Assistance Payments	Beginning Fund Balance	382,604	-	-	-	-
3433: 2011 Human Serv Realign	506: Assistance Payments	Total Expenses	3,282,604	1,909,559	4,006,356	3,550,549	2,851,547
3433: 2011 Human Serv Realign	**506: Assistance Payments**	**Net Balance**	**0**	**171,797**	**(683,643)**	**(28,625)**	**272,466**
3434: Community Correct SB678	224: Probation	Total Revenues	719,775	106,002	208,652	216,718	225,544
3434: Community Correct SB678	224: Probation	Beginning Fund Balance	391,285	-	-	-	-
3434: Community Correct SB678	224: Probation	Total Expenses	719,775	117,178	121,016	143,885	279,345
3434: Community Correct SB678	**224: Probation**	**Net Balance**	**0**	**(11,176)**	**87,636**	**72,833**	**(53,802)**
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Total Revenues	1,474,644	1,396,370	1,652,171	2,449,759	1,534,509
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3435: 2011 Behav Hlth Realignment	402: Behavioral Health	Total Expenses	1,474,644	789,544	2,724,031	2,906,961	5,449
3435: 2011 Behav Hlth Realignment	**402: Behavioral Health**	**Net Balance**	**0**	**606,826**	**(1,071,859)**	**(457,201)**	**1,529,060**
3436: Cal-MMET Fund	216: Sheriff	Total Revenues	297,921	126,124	126,193	123,238	122,937
3436: Cal-MMET Fund	216: Sheriff	Beginning Fund Balance	174,022	-	-	-	-
3436: Cal-MMET Fund	216: Sheriff	Total Expenses	297,921	123,861	4,365	48,042	156,653
3436: Cal-MMET Fund	**216: Sheriff**	**Net Balance**	**0**	**2,263**	**121,828**	**75,196**	**(33,717)**
3437: State Parole DA	212: District Attorney	Total Revenues	174,262	24,159	42,772	46,135	33,879
3437: State Parole DA	212: District Attorney	Beginning Fund Balance	148,862	-	-	-	-
3437: State Parole DA	212: District Attorney	Total Expenses	174,262	25,400	11,554	21,129	21,744
3437: State Parole DA	**212: District Attorney**	**Net Balance**	**0**	**(1,241)**	**31,218**	**25,006**	**12,135**
3438: DJJ Realignment SB823	224: Probation	Total Revenues	870,866	285,438	310,319	257,389	251,755

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3438: DJJ Realignment SB823	224: Probation	Beginning Fund Balance	612,866	-	-	-	-
3438: DJJ Realignment SB823	224: Probation	Total Expenses	870,866	88,486	123,992	80,105	2,500
3438: DJJ Realignment SB823	**224: Probation**	**Net Balance**	**0**	**196,952**	**186,327**	**177,284**	**249,255**
3439: DEA Grant Fund	216: Sheriff	Total Revenues	121,328	24,544	69,911	48,963	69,399
3439: DEA Grant Fund	216: Sheriff	Beginning Fund Balance	47,328	-	-	-	-
3439: DEA Grant Fund	216: Sheriff	Total Expenses	121,328	66,019	211,940	28,148	22,660
3439: DEA Grant Fund	**216: Sheriff**	**Net Balance**	**0**	**(41,475)**	**(142,029)**	**20,816**	**46,739**
3440: Bailiff Fund	216: Sheriff	Total Revenues	-	-	(1,143)	(2,862)	(407)
3440: Bailiff Fund	**216: Sheriff**	**Net Balance**	**-**	**-**	**(1,143)**	**(2,862)**	**(407)**
3440: Bailiff Fund	277: Bailiff	Total Revenues	389,314	182,389	396,705	417,053	255,894
3440: Bailiff Fund	277: Bailiff	Beginning Fund Balance	50,865	-	-	-	-
3440: Bailiff Fund	277: Bailiff	Total Expenses	389,314	229,016	308,604	369,300	353,782
3440: Bailiff Fund	**277: Bailiff**	**Net Balance**	**0**	**(46,627)**	**88,101**	**47,753**	**(97,888)**
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Total Revenues	93,382	92,106	149,243	-	-
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Beginning Fund Balance	(6,791)	-	-	-	-
3441: Youth Programs and Facilities Grant (YPFG)	224: Probation	Total Expenses	93,382	-	98,352	5,891	51,790
3441: Youth Programs and Facilities Grant (YPFG)	**224: Probation**	**Net Balance**	**0**	**92,106**	**50,891**	**(5,891)**	**(51,790)**
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Total Revenues	1,405,149	1,209,118	204,649	-	-
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Beginning Fund Balance	204,649	-	-	-	-
3442: PATH Grant Round 3 - Jail	220: Adult Detention	Total Expenses	1,405,149	256,729	-	-	-
3442: PATH Grant Round 3 - Jail	**220: Adult Detention**	**Net Balance**	**0**	**952,389**	**204,649**	**-**	**-**
3443: Mental Health Triage Grant	506: Assistance Payments	Total Revenues	-	0	0	0	54
3443: Mental Health Triage Grant	506: Assistance Payments	Total Expenses	-	-	-	54	-
3443: Mental Health Triage Grant	**506: Assistance Payments**	**Net Balance**	**-**	**0**	**0**	**(54)**	**54**
3444: JAG Drug Task Force	224: Probation	Total Revenues	377,456	88,222	55,966	88,569	99,574

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3444: JAG Drug Task Force	224: Probation	Total Expenses	377,456	59,190	55,966	88,569	99,574
3444: JAG Drug Task Force	**224: Probation**	**Net Balance**	**0**	**29,032**	**0**	**0**	**0**
3445: OES/HSGP Fund	216: Sheriff	Total Revenues	322,739	-	65,203	186,305	46,852
3445: OES/HSGP Fund	216: Sheriff	Beginning Fund Balance	233,467	-	-	-	-
3445: OES/HSGP Fund	216: Sheriff	Total Expenses	322,739	77,247	56,197	52,244	61,944
3445: OES/HSGP Fund	**216: Sheriff**	**Net Balance**	**0**	**(77,247)**	**9,006**	**134,061**	**(15,092)**
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Total Revenues	362,914	5,193	508,831	-	-
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Beginning Fund Balance	362,414	-	-	-	-
3446: PATH Grant Round 2 - Jail	220: Adult Detention	Total Expenses	362,914	199,347	146,417	-	-
3446: PATH Grant Round 2 - Jail	**220: Adult Detention**	**Net Balance**	**0**	**(194,154)**	**362,414**	**-**	**-**
3448: Tree Mortality	102: Administration	Total Revenues	-	-	-	147,085	-
3448: Tree Mortality	102: Administration	Beginning Fund Balance	-	-	-	-	-
3448: Tree Mortality	102: Administration	Total Expenses	-	-	48,903	-	-
3448: Tree Mortality	**102: Administration**	**Net Balance**	**-**	**-**	**(48,903)**	**147,085**	**-**
3449: Whole Person Care Fund	402: Behavioral Health	Total Revenues	89,703	0	2,327	1,399	961
3449: Whole Person Care Fund	402: Behavioral Health	Beginning Fund Balance	88,195	-	-	-	-
3449: Whole Person Care Fund	402: Behavioral Health	Total Expenses	89,703	88,213	-	804	88,534
3449: Whole Person Care Fund	**402: Behavioral Health**	**Net Balance**	**0**	**(88,213)**	**2,327**	**595**	**(87,573)**
3450: MID Settlement	102: Administration	Total Revenues	397,826	-	238,596	-	-
3450: MID Settlement	102: Administration	Beginning Fund Balance	147,826	-	-	-	-
3450: MID Settlement	102: Administration	Total Expenses	397,826	371,267	90,769	-	-
3450: MID Settlement	**102: Administration**	**Net Balance**	**0**	**(371,267)**	**147,826**	**-**	**-**
3451: PATH CITED Grant - CalAIM	402: Behavioral Health	Total Revenues	384,004	22,623	-	-	-
3451: PATH CITED Grant - CalAIM	402: Behavioral Health	Total Expenses	384,004	3,312	-	-	-
3451: PATH CITED Grant - CalAIM	**402: Behavioral Health**	**Net Balance**	**0**	**19,311**	**-**	**-**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3452: Emergency Planning Grant	216: Sheriff	Total Revenues	342,284	257,062	308,659	317,472	128,688
3452: Emergency Planning Grant	216: Sheriff	Beginning Fund Balance	17,308	-	-	-	-
3452: Emergency Planning Grant	216: Sheriff	Total Expenses	342,284	145,547	302,821	261,486	241,313
3452: Emergency Planning Grant	**216: Sheriff**	**Net Balance**	**0**	**111,515**	**5,838**	**55,986**	**(112,625)**
3453: School Resource Officer	216: Sheriff	Total Revenues	117,049	39,706	98,735	140,290	137,541
3453: School Resource Officer	216: Sheriff	Beginning Fund Balance	(15,741)	-	-	-	-
3453: School Resource Officer	216: Sheriff	Total Expenses	117,049	64,525	151,981	158,129	126,368
3453: School Resource Officer	**216: Sheriff**	**Net Balance**	**0**	**(24,819)**	**(53,246)**	**(17,839)**	**11,173**
3454: JBCT Fund	402: Behavioral Health	Total Revenues	577,564	214,445	204,039	237,030	232,974
3454: JBCT Fund	402: Behavioral Health	Beginning Fund Balance	355,370	-	-	-	-
3454: JBCT Fund	402: Behavioral Health	Total Expenses	577,564	104,105	148,779	269,089	85,438
3454: JBCT Fund	**402: Behavioral Health**	**Net Balance**	**0**	**110,340**	**55,260**	**(32,059)**	**147,535**
3454: JBCT Fund	403: Alcohol And Drug	Total Expenses	-	-	-	1,915	-
3454: JBCT Fund	**403: Alcohol And Drug**	**Net Balance**	**-**	**-**	**-**	**(1,915)**	**-**
3455: County Assessors' Grant	109: Assessor/Recorder	Total Revenues	144,304	38,380	127,023	127,921	101,907
3455: County Assessors' Grant	109: Assessor/Recorder	Beginning Fund Balance	103,717	-	-	-	-
3455: County Assessors' Grant	109: Assessor/Recorder	Total Expenses	144,304	135,916	273,177	267,913	237,569
3455: County Assessors' Grant	**109: Assessor/Recorder**	**Net Balance**	**0**	**(97,536)**	**(146,154)**	**(139,991)**	**(135,661)**
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Total Revenues	862,368	473,801	79,719	-	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Beginning Fund Balance	79,719	-	-	-	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	402: Behavioral Health	Total Expenses	862,368	111,788	-	-	-
3456: PATH Justice Involved Grant Round 3 - Behavioral Health	**402: Behavioral Health**	**Net Balance**	**0**	**362,013**	**79,719**	**-**	**-**
3457: CMSP Grant Fund	402: Behavioral Health	Total Revenues	1,420	-	30,000	-	96,000
3457: CMSP Grant Fund	402: Behavioral Health	Beginning Fund Balance	(117,925)	-	-	-	-
3457: CMSP Grant Fund	402: Behavioral Health	Total Expenses	1,420	1,008	-	49,812	114,768
3457: CMSP Grant Fund	**402: Behavioral Health**	**Net Balance**	**0**	**(1,008)**	**30,000**	**(49,812)**	**(18,768)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3459: Homeless Emergency Aid	402: Behavioral Health	Total Revenues	2,254	1	58	35	2,123
3459: Homeless Emergency Aid	402: Behavioral Health	Beginning Fund Balance	2,216	-	-	-	-
3459: Homeless Emergency Aid	402: Behavioral Health	Total Expenses	2,254	2,216	-	-	-
3459: Homeless Emergency Aid	**402: Behavioral Health**	**Net Balance**	**0**	**(2,215)**	**58**	**35**	**2,123**
3461: Homeless Housing - WPC	402: Behavioral Health	Total Revenues	37,508	0	973	309,808	5,639
3461: Homeless Housing - WPC	402: Behavioral Health	Beginning Fund Balance	36,876	-	-	-	-
3461: Homeless Housing - WPC	402: Behavioral Health	Total Expenses	37,508	36,876	-	1,000,016	-
3461: Homeless Housing - WPC	**402: Behavioral Health**	**Net Balance**	**0**	**(36,876)**	**973**	**(690,209)**	**5,639**
3462: Public Safe Power Shutoff	216: Sheriff	Total Revenues	1,662	0	513	574	576
3462: Public Safe Power Shutoff	216: Sheriff	Beginning Fund Balance	1,662	-	-	-	-
3462: Public Safe Power Shutoff	216: Sheriff	Total Expenses	1,662	1,662	34,100	-	52,265
3462: Public Safe Power Shutoff	**216: Sheriff**	**Net Balance**	**0**	**(1,662)**	**(33,587)**	**574**	**(51,688)**
3463: AIDS/HIV Surveillance	401: Health Division	Total Revenues	3,000	2,936	2,931	1,305	4,631
3463: AIDS/HIV Surveillance	401: Health Division	Beginning Fund Balance	(3,262)	-	-	-	-
3463: AIDS/HIV Surveillance	401: Health Division	Total Expenses	3,000	2,453	2,995	3,119	3,000
3463: AIDS/HIV Surveillance	**401: Health Division**	**Net Balance**	**0**	**483**	**(64)**	**(1,813)**	**1,631**
3464: CCS CA Children's Services	401: Health Division	Total Revenues	122,572	32,202	45,526	62,269	79,215
3464: CCS CA Children's Services	401: Health Division	Beginning Fund Balance	(7,029)	-	-	-	-
3464: CCS CA Children's Services	401: Health Division	Total Expenses	122,572	50,297	52,254	55,380	73,690
3464: CCS CA Children's Services	**401: Health Division**	**Net Balance**	**0**	**(18,095)**	**(6,728)**	**6,889**	**5,525**
3465: Air Pollution Subvention	457: Environmental Health	Total Revenues	102,846	84,008	85,098	75,851	61,090
3465: Air Pollution Subvention	457: Environmental Health	Beginning Fund Balance	37,616	-	-	-	-
3465: Air Pollution Subvention	457: Environmental Health	Total Expenses	102,846	29,737	55,554	66,301	56,463
3465: Air Pollution Subvention	**457: Environmental Health**	**Net Balance**	**0**	**54,271**	**29,543**	**9,550**	**4,627**
3466: CHDP Fund	401: Health Division	Total Revenues	3,253	0	9,834	40,740	46,433

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3466: CHDP Fund	401: Health Division	Beginning Fund Balance	3,253	-	-	-	-
3466: CHDP Fund	401: Health Division	Total Expenses	3,253	-	0	40,009	43,177
3466: CHDP Fund	**401: Health Division**	**Net Balance**	**0**	**0**	**9,834**	**731**	**3,257**
3467: MCAH Fund	401: Health Division	Total Revenues	139,709	28,266	69,356	84,444	42,773
3467: MCAH Fund	401: Health Division	Beginning Fund Balance	28,616	-	-	-	-
3467: MCAH Fund	401: Health Division	Total Expenses	139,709	62,960	69,356	57,645	34,233
3467: MCAH Fund	**401: Health Division**	**Net Balance**	**0**	**(34,694)**	**0**	**26,799**	**8,540**
3468: IAP Fund	401: Health Division	Total Revenues	67,198	78,731	537,627	311,827	315,740
3468: IAP Fund	401: Health Division	Beginning Fund Balance	19,123	-	-	-	-
3468: IAP Fund	401: Health Division	Total Expenses	67,198	49,335	299,739	264,859	305,639
3468: IAP Fund	**401: Health Division**	**Net Balance**	**0**	**29,396**	**237,888**	**46,968**	**10,101**
3469: CUPA Fund	457: Environmental Health	Total Revenues	187,219	129,793	123,414	114,106	170,777
3469: CUPA Fund	457: Environmental Health	Beginning Fund Balance	77,219	-	-	-	-
3469: CUPA Fund	457: Environmental Health	Total Expenses	187,219	37,556	71,591	152,713	107,161
3469: CUPA Fund	**457: Environmental Health**	**Net Balance**	**0**	**92,237**	**51,824**	**(38,606)**	**63,616**
3470: Cal-Fresh Healthy Living	401: Health Division	Total Revenues	162,390	114,465	160,617	134,115	156,566
3470: Cal-Fresh Healthy Living	401: Health Division	Beginning Fund Balance	(2,702)	-	-	-	-
3470: Cal-Fresh Healthy Living	401: Health Division	Total Expenses	162,390	102,954	160,725	116,713	132,629
3470: Cal-Fresh Healthy Living	**401: Health Division**	**Net Balance**	**0**	**11,511**	**(108)**	**17,401**	**23,937**
3471: COHP Fund	401: Health Division	Total Revenues	173,233	78,528	221,848	47,948	172,477
3471: COHP Fund	401: Health Division	Beginning Fund Balance	(27,821)	-	-	-	-
3471: COHP Fund	401: Health Division	Total Expenses	173,233	94,886	134,587	122,951	172,514
3471: COHP Fund	**401: Health Division**	**Net Balance**	**0**	**(16,358)**	**87,261**	**(75,003)**	**(37)**
3472: CLPPP Fund	401: Health Division	Total Revenues	4,159	0	4,767	18,714	11,696
3472: CLPPP Fund	401: Health Division	Beginning Fund Balance	4,159	-	-	-	-
3472: CLPPP Fund	401: Health Division	Total Expenses	4,159	-	4,767	15,054	11,696
3472: CLPPP Fund	**401: Health Division**	**Net Balance**	**0**	**0**	**0**	**3,660**	**0**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3473: Woodsmoke Reduction	457: Environmental Health	Total Revenues	571,041	5,998	379,957	(74)	(29)
3473: Woodsmoke Reduction	457: Environmental Health	Beginning Fund Balance	375,411	-	-	-	-
3473: Woodsmoke Reduction	457: Environmental Health	Total Expenses	571,041	60,964	-	-	-
3473: Woodsmoke Reduction	**457: Environmental Health**	**Net Balance**	**0**	**(54,966)**	**379,957**	**(74)**	**(29)**
3474: CARB Fund	457: Environmental Health	Total Revenues	448,852	7,149	41,410	203,490	1,441
3474: CARB Fund	457: Environmental Health	Beginning Fund Balance	438,852	-	-	-	-
3474: CARB Fund	457: Environmental Health	Total Expenses	448,852	7,034	12,600	3,965	0
3474: CARB Fund	**457: Environmental Health**	**Net Balance**	**0**	**115**	**28,810**	**199,525**	**1,441**
3475: HCPCFC Fund	401: Health Division	Total Revenues	34,928	8,384	15,484	16,059	9,062
3475: HCPCFC Fund	401: Health Division	Beginning Fund Balance	(1,474)	-	-	-	-
3475: HCPCFC Fund	401: Health Division	Total Expenses	34,928	10,508	13,435	14,939	12,893
3475: HCPCFC Fund	**401: Health Division**	**Net Balance**	**0**	**(2,124)**	**2,049**	**1,120**	**(3,831)**
3476: Detwiler Fire Fund	271: Detwiler Fire	Total Revenues	268,751	4,394	7,231	4,361	2,047
3476: Detwiler Fire Fund	271: Detwiler Fire	Beginning Fund Balance	268,751	-	-	-	-
3476: Detwiler Fire Fund	271: Detwiler Fire	Total Expenses	268,751	-	6,408	-	-
3476: Detwiler Fire Fund	**271: Detwiler Fire**	**Net Balance**	**0**	**4,394**	**823**	**4,361**	**2,047**
3477: Ferguson Fire	286: Ferguson Fire 2019	Total Revenues	47,021	768	36,469	217,563	364
3477: Ferguson Fire	286: Ferguson Fire 2019	Beginning Fund Balance	47,021	-	-	-	-
3477: Ferguson Fire	286: Ferguson Fire 2019	Total Expenses	47,021	-	-	253,935	-
3477: Ferguson Fire	**286: Ferguson Fire 2019**	**Net Balance**	**0**	**768**	**36,469**	**(36,372)**	**364**
3478: SAFE Grant	401: Health Division	Total Revenues	1,366	0	36	48	19,940
3478: SAFE Grant	401: Health Division	Beginning Fund Balance	1,366	-	-	-	-
3478: SAFE Grant	401: Health Division	Total Expenses	1,366	-	-	4,402	15,999
3478: SAFE Grant	**401: Health Division**	**Net Balance**	**0**	**0**	**36**	**(4,355)**	**3,941**
3480: Covid-19 HHAP/COC Fund	401: Health Division	Total Revenues	-	-	-	1	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3480: Covid-19 HHAP/COC Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**1**	**-**
3481: Covid-19 CMSP	401: Health Division	Total Revenues	20,556	336	542	326	10,399
3481: Covid-19 CMSP	401: Health Division	Beginning Fund Balance	20,556	-	-	-	-
3481: Covid-19 CMSP	401: Health Division	Total Expenses	20,556	-	-	-	-
3481: Covid-19 CMSP	**401: Health Division**	**Net Balance**	**0**	**336**	**542**	**326**	**10,399**
3482: Covid-19 CDHP/PHEP Fund	401: Health Division	Total Revenues	-	-	-	10	(2)
3482: Covid-19 CDHP/PHEP Fund	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**10**	**(2)**
3483: IDP Fund	401: Health Division	Total Revenues	0	668	(4)	109,187	3,720
3483: IDP Fund	401: Health Division	Beginning Fund Balance	(668)	-	-	-	-
3483: IDP Fund	401: Health Division	Total Expenses	0	-	2,079	82,135	15,451
3483: IDP Fund	**401: Health Division**	**Net Balance**	**0**	**668**	**(2,083)**	**27,053**	**(11,731)**
3484: CAP Incentives Fund	457: Environmental Health	Total Revenues	270,315	139,177	3,567	2,142	979
3484: CAP Incentives Fund	457: Environmental Health	Beginning Fund Balance	135,164	-	-	-	-
3484: CAP Incentives Fund	457: Environmental Health	Total Expenses	270,315	-	-	-	1,454
3484: CAP Incentives Fund	**457: Environmental Health**	**Net Balance**	**0**	**139,177**	**3,567**	**2,142**	**(474)**
3485: CAPP Fund	457: Environmental Health	Total Revenues	125,811	1,815	45,628	12,114	88,229
3485: CAPP Fund	457: Environmental Health	Beginning Fund Balance	111,843	-	-	-	-
3485: CAPP Fund	457: Environmental Health	Total Expenses	125,811	6,121	24,529	-	41
3485: CAPP Fund	**457: Environmental Health**	**Net Balance**	**0**	**(4,306)**	**21,099**	**12,114**	**88,189**
3486: PBE Grant Fund	457: Environmental Health	Total Revenues	3,617	44	27,346	(55)	(119)
3486: PBE Grant Fund	457: Environmental Health	Beginning Fund Balance	3,617	-	-	-	-
3486: PBE Grant Fund	457: Environmental Health	Total Expenses	3,617	417	20,290	442	0
3486: PBE Grant Fund	**457: Environmental Health**	**Net Balance**	**0**	**(373)**	**7,056**	**(497)**	**(119)**
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Total Revenues	1,526,792	19,639	66,659	1,716,689	1,682,488
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Beginning Fund Balance	1,501,792	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3487: SLFRF—State and Local Fiscal Recovery Funds	102: Administration	Total Expenses	1,526,792	1,043,673	1,642,882	329,206	42,028
3487: SLFRF—State and Local Fiscal Recovery Funds	**102: Administration**	**Net Balance**	**0**	**(1,024,034)**	**(1,576,223)**	**1,387,483**	**1,640,460**
3490: ELC - Enhance Detection	401: Health Division	Total Revenues	594,581	625,690	107,305	308,428	613,285
3490: ELC - Enhance Detection	401: Health Division	Beginning Fund Balance	(417,801)	-	-	-	-
3490: ELC - Enhance Detection	401: Health Division	Total Expenses	594,581	218,486	580,961	580,013	403,916
3490: ELC - Enhance Detection	**401: Health Division**	**Net Balance**	**0**	**407,204**	**(473,656)**	**(271,585)**	**209,368**
3490: ELC - Enhance Detection	402: Behavioral Health	Total Expenses	-	-	-	-	61,920
3490: ELC - Enhance Detection	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**-**	**-**	**(61,920)**
3491: ELC Cares	401: Health Division	Total Revenues	0	508	(13)	(8)	103,865
3491: ELC Cares	401: Health Division	Beginning Fund Balance	(509)	-	-	-	-
3491: ELC Cares	**401: Health Division**	**Net Balance**	**0**	**508**	**(13)**	**(8)**	**103,865**
3492: Targeted Case Management	402: Behavioral Health	Total Revenues	96,526	266,928	376,876	313,007	62,023
3492: Targeted Case Management	402: Behavioral Health	Beginning Fund Balance	(1,158,019)	-	-	-	-
3492: Targeted Case Management	402: Behavioral Health	Total Expenses	96,526	268,782	700,142	681,252	480,421
3492: Targeted Case Management	**402: Behavioral Health**	**Net Balance**	**0**	**(1,854)**	**(323,266)**	**(368,245)**	**(418,398)**
3493: Public Health Institute COVID Funding	401: Health Division	Total Revenues	107,217	1,753	298,525	-	33,470
3493: Public Health Institute COVID Funding	401: Health Division	Beginning Fund Balance	107,217	-	-	-	-
3493: Public Health Institute COVID Funding	401: Health Division	Total Expenses	107,217	-	-	766	218,381
3493: Public Health Institute COVID Funding	**401: Health Division**	**Net Balance**	**0**	**1,753**	**298,525**	**(766)**	**(184,911)**
3493: Public Health Institute COVID Funding	402: Behavioral Health	Total Revenues	-	-	(2,270)	(3,086)	(276)
3493: Public Health Institute COVID Funding	**402: Behavioral Health**	**Net Balance**	**-**	**-**	**(2,270)**	**(3,086)**	**(276)**
3494: Crisis Care Mobile Units	402: Behavioral Health	Total Revenues	589,994	155,225	422,999	915,955	(2)
3494: Crisis Care Mobile Units	402: Behavioral Health	Beginning Fund Balance	219,958	-	-	-	-
3494: Crisis Care Mobile Units	402: Behavioral Health	Total Expenses	589,994	69,671	469,942	640,951	8,100
3494: Crisis Care Mobile Units	**402: Behavioral Health**	**Net Balance**	**0**	**85,554**	**(46,943)**	**275,003**	**(8,103)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3495: California Equitable Recovery Unit	401: Health Division	Total Revenues	71,553	12,702	124,053	89,793	75,197
3495: California Equitable Recovery Unit	401: Health Division	Beginning Fund Balance	71,553	-	-	-	-
3495: California Equitable Recovery Unit	401: Health Division	Total Expenses	71,553	(215)	76,825	106,609	34,056
3495: California Equitable Recovery Unit	**401: Health Division**	**Net Balance**	**0**	**12,917**	**47,228**	**(16,816)**	**41,140**
3496: Public Health Workforce Development	401: Health Division	Total Revenues	71,798	75,451	181,898	171,884	-
3496: Public Health Workforce Development	401: Health Division	Beginning Fund Balance	71,798	-	-	-	-
3496: Public Health Workforce Development	401: Health Division	Total Expenses	71,798	12,948	153,885	128,098	-
3496: Public Health Workforce Development	**401: Health Division**	**Net Balance**	**0**	**62,503**	**28,013**	**43,786**	**-**
3497: SB 129 Pre-Trial	224: Probation	Total Revenues	198,899	140,920	189,711	271,731	-
3497: SB 129 Pre-Trial	224: Probation	Beginning Fund Balance	(2,706)	-	-	-	-
3497: SB 129 Pre-Trial	224: Probation	Total Expenses	198,899	138,673	245,271	218,876	-
3497: SB 129 Pre-Trial	**224: Probation**	**Net Balance**	**0**	**2,247**	**(55,560)**	**52,854**	**-**
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Total Revenues	354,381	27,687	69,419	-	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Beginning Fund Balance	(78,382)	-	-	-	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	249: Planning	Total Expenses	354,381	84,516	170,184	-	-
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant	**249: Planning**	**Net Balance**	**0**	**(56,829)**	**(100,766)**	**-**	**-**
3458: Distance Learn & Tele-Med	402: Behavioral Health	Total Revenues	379,829	429,830	(353)	419,233	17,035
3458: Distance Learn & Tele-Med	402: Behavioral Health	Beginning Fund Balance	(16,368)	-	-	-	-
3458: Distance Learn & Tele-Med	402: Behavioral Health	Total Expenses	379,829	379,829	12,345	439,938	-
3458: Distance Learn & Tele-Med	**402: Behavioral Health**	**Net Balance**	**0**	**50,001**	**(12,698)**	**(20,705)**	**17,035**
3488: Terra Count	249: Planning	Total Revenues	56	0	56	65,479	10,098
3488: Terra Count	249: Planning	Beginning Fund Balance	56	-	-	-	-
3488: Terra Count	249: Planning	Total Expenses	56	56	147	65,343	10,088
3488: Terra Count	**249: Planning**	**Net Balance**	**0**	**(56)**	**(91)**	**137**	**10**
3489: SALC Program Fund	249: Planning	Total Revenues	49,162	40,922	75,258	120,956	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3489: SALC Program Fund	249: Planning	Beginning Fund Balance	11,807	-	-	-	-
3489: SALC Program Fund	249: Planning	Total Expenses	49,162	-	68,919	115,488	-
3489: SALC Program Fund	**249: Planning**	**Net Balance**	**0**	**40,922**	**6,339**	**5,468**	**-**
3499: MAT Grant Expansion for Jail and Drug Courts	401: Health Division	Total Revenues	15,000	221	85,752	-	-
3499: MAT Grant Expansion for Jail and Drug Courts	401: Health Division	Beginning Fund Balance	20,083	-	-	-	-
3499: MAT Grant Expansion for Jail and Drug Courts	401: Health Division	Total Expenses	15,000	13,841	65,669	-	-
3499: MAT Grant Expansion for Jail and Drug Courts	**401: Health Division**	**Net Balance**	**0**	**(13,620)**	**20,083**	**-**	**-**
3533: Future of Public Health	401: Health Division	Total Revenues	421,598	641,880	270,267	106,147	-
3533: Future of Public Health	401: Health Division	Beginning Fund Balance	(350,102)	-	-	-	-
3533: Future of Public Health	401: Health Division	Total Expenses	421,598	252,864	645,197	81,319	-
3533: Future of Public Health	**401: Health Division**	**Net Balance**	**0**	**389,016**	**(374,930)**	**24,828**	**-**
3536: MHSA Fund - ASOC/CSOC	401: Health Division	Total Expenses	-	-	-	0	-
3536: MHSA Fund - ASOC/CSOC	**401: Health Division**	**Net Balance**	**-**	**-**	**-**	**0**	**-**
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Total Revenues	1,473,747	1,538,236	1,577,141	1,095,801	1,871,738
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Beginning Fund Balance	(4,974,801)	-	-	-	-
3536: MHSA Fund - ASOC/CSOC	402: Behavioral Health	Total Expenses	1,473,747	1,099,736	1,628,287	2,365,062	2,777,287
3536: MHSA Fund - ASOC/CSOC	**402: Behavioral Health**	**Net Balance**	**0**	**438,500**	**(51,146)**	**(1,269,260)**	**(905,550)**
3537: MHSA - PEI	402: Behavioral Health	Total Revenues	361,464	419,139	437,028	293,035	447,943
3537: MHSA - PEI	402: Behavioral Health	Beginning Fund Balance	(234,201)	-	-	-	-
3537: MHSA - PEI	402: Behavioral Health	Total Expenses	361,464	222,132	358,828	396,710	372,754
3537: MHSA - PEI	**402: Behavioral Health**	**Net Balance**	**0**	**197,007**	**78,200**	**(103,675)**	**75,189**
3538: MHSA - WET	402: Behavioral Health	Total Revenues	0	-	-	(208)	-
3538: MHSA - WET	402: Behavioral Health	Beginning Fund Balance	(208)	-	-	-	-
3538: MHSA - WET	**402: Behavioral Health**	**Net Balance**	**0**	**-**	**-**	**(208)**	**-**
3539: MHSA Innovation	402: Behavioral Health	Total Revenues	242,752	107,611	113,314	75,539	112,347

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3539: MHSA Innovation	402: Behavioral Health	Beginning Fund Balance	149,192	-	-	-	-
3539: MHSA Innovation	402: Behavioral Health	Total Expenses	242,752	45,670	96,445	55,260	303
3539: MHSA Innovation	**402: Behavioral Health**	**Net Balance**	**0**	**61,941**	**16,869**	**20,279**	**112,044**
3542: MHSA Housing Development	402: Behavioral Health	Total Revenues	0	0	(1,944)	(1,167)	(548)
3542: MHSA Housing Development	402: Behavioral Health	Beginning Fund Balance	(73,659)	-	-	-	-
3542: MHSA Housing Development	**402: Behavioral Health**	**Net Balance**	**0**	**0**	**(1,944)**	**(1,167)**	**(548)**
3543: Inmate Medical Services	401: Health Division	Total Revenues	874,915	1,065,368	763,436	549,963	-
3543: Inmate Medical Services	401: Health Division	Beginning Fund Balance	(196,230)	-	-	-	-
3543: Inmate Medical Services	401: Health Division	Total Expenses	874,915	579,879	958,170	549,963	-
3543: Inmate Medical Services	**401: Health Division**	**Net Balance**	**0**	**485,489**	**(194,734)**	**0**	**-**
3544: Our Town Federal Grant	249: Planning	Total Revenues	0	-	40,000	35,000	-
3544: Our Town Federal Grant	249: Planning	Beginning Fund Balance	0	-	-	-	-
3544: Our Town Federal Grant	249: Planning	Total Expenses	-	-	35,000	40,000	-
3544: Our Town Federal Grant	**249: Planning**	**Net Balance**	**0**	**-**	**5,000**	**(5,000)**	**-**
3545: Oak Fire Debris Removal	102: Administration	Total Revenues	0	-	2,719,605	3,556,859	-
3545: Oak Fire Debris Removal	102: Administration	Beginning Fund Balance	(2,480,668)	-	-	-	-
3545: Oak Fire Debris Removal	102: Administration	Total Expenses	-	-	1,655	16,887,839	-
3545: Oak Fire Debris Removal	**102: Administration**	**Net Balance**	**0**	**-**	**2,717,950**	**(13,330,980)**	**-**
3545: Oak Fire Debris Removal	292: Oak Fire	Total Revenues	-	-	-	8,132,362	-
3545: Oak Fire Debris Removal	**292: Oak Fire**	**Net Balance**	**-**	**-**	**-**	**8,132,362**	**-**
3546: Weather 2022.12.27	899: Disasters	Total Revenues	0	-	192,683	-	-
3546: Weather 2022.12.27	899: Disasters	Beginning Fund Balance	(920,056)	-	-	-	-
3546: Weather 2022.12.27	899: Disasters	Total Expenses	-	-	11,691	1,101,048	-
3546: Weather 2022.12.27	**899: Disasters**	**Net Balance**	**0**	**-**	**180,992**	**(1,101,048)**	**-**
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Total Revenues	0	-	-	173,492	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Beginning Fund Balance	(296,750)	-	-	-	-
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	143: Economic Development	Total Expenses	-	-	-	305,080	165,162
3601: Business Relief Grants 20-CDBG-CV-2-3-00074	**143: Economic Development**	**Net Balance**	**0**	**-**	**-**	**(131,588)**	**(165,162)**
3602: USDA Grant Countywide Market Study	143: Economic Development	Total Revenues	6,952	-	24,412	40,000	-
3602: USDA Grant Countywide Market Study	143: Economic Development	Beginning Fund Balance	6,952	-	-	-	-
3602: USDA Grant Countywide Market Study	143: Economic Development	Total Expenses	6,952	6,952	10,323	47,138	-
3602: USDA Grant Countywide Market Study	**143: Economic Development**	**Net Balance**	**0**	**(6,952)**	**14,090**	**(7,138)**	**-**
3603: DIS Workforce Development Grant	401: Health Division	Total Revenues	40,451	102,958	1,462	204,477	-
3603: DIS Workforce Development Grant	401: Health Division	Beginning Fund Balance	40,451	-	-	-	-
3603: DIS Workforce Development Grant	401: Health Division	Total Expenses	40,451	4,132	87,865	77,026	597
3603: DIS Workforce Development Grant	**401: Health Division**	**Net Balance**	**0**	**98,826**	**(86,403)**	**127,451**	**(597)**
3604: MHBG ARPA Grant	402: Behavioral Health	Total Revenues	27,564	-	309,015	-	-
3604: MHBG ARPA Grant	402: Behavioral Health	Total Expenses	27,564	17,533	309,015	-	-
3604: MHBG ARPA Grant	**402: Behavioral Health**	**Net Balance**	**0**	**(17,533)**	**0**	**-**	**-**
3605: High Frequency Grant	216: Sheriff	Total Revenues	-	-	-	60,000	-
3605: High Frequency Grant	216: Sheriff	Total Expenses	-	-	-	60,000	-
3605: High Frequency Grant	**216: Sheriff**	**Net Balance**	**-**	**-**	**-**	**0**	**-**
3606: MHBG CRRSAA Grant	402: Behavioral Health	Total Revenues	1,453	-	132,540	-	-
3606: MHBG CRRSAA Grant	402: Behavioral Health	Beginning Fund Balance	-	-	-	-	-
3606: MHBG CRRSAA Grant	402: Behavioral Health	Total Expenses	1,453	1,032	81,546	50,994	-
3606: MHBG CRRSAA Grant	**402: Behavioral Health**	**Net Balance**	**0**	**(1,032)**	**50,994**	**(50,994)**	**-**
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Total Revenues	37,272	532	1,009	44,503	-
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Beginning Fund Balance	37,022	-	-	-	-
3607: Officer Mental Health and Wellness Grant	216: Sheriff	Total Expenses	37,272	6,995	8,490	-	-
3607: Officer Mental Health and Wellness Grant	**216: Sheriff**	**Net Balance**	**0**	**(6,463)**	**(7,481)**	**44,503**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3608: Weather 2023.02.23	899: Disasters	Total Revenues	0	-	294,386	-	-
3608: Weather 2023.02.23	899: Disasters	Beginning Fund Balance	(3,915,783)	-	-	-	-
3608: Weather 2023.02.23	899: Disasters	Total Expenses	-	-	2,527,962	1,682,206	-
3608: Weather 2023.02.23	**899: Disasters**	**Net Balance**	**0**	**-**	**(2,233,576)**	**(1,682,206)**	**-**
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Total Revenues	20,795	340	20,795	-	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Beginning Fund Balance	20,795	-	-	-	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	216: Sheriff	Total Expenses	20,795	691	-	-	-
3610: Off Highway Motor Vehicle Act of 2003 Grant	**216: Sheriff**	**Net Balance**	**0**	**(351)**	**20,795**	**-**	**-**
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Total Revenues	0	-	-	-	-
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Beginning Fund Balance	(35,714)	-	-	-	-
3611: Environmental Enhancement and Mitigation Grant	249: Planning	Total Expenses	-	-	35,714	-	-
3611: Environmental Enhancement and Mitigation Grant	**249: Planning**	**Net Balance**	**0**	**-**	**(35,714)**	**-**	**-**
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Total Revenues	894,090	-	-	-	-
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Beginning Fund Balance	(17,760)	-	-	-	-
3612: California Natural Resources Agency Riparian Restoration Grant	249: Planning	Total Expenses	894,090	88,558	17,760	-	-
3612: California Natural Resources Agency Riparian Restoration Grant	**249: Planning**	**Net Balance**	**0**	**(88,558)**	**(17,760)**	**-**	**-**
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Total Revenues	100,438	1,486	101,085	-	-
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Beginning Fund Balance	100,438	-	-	-	-
3613: Mariposa Creek Community Resiliency Hub	249: Planning	Total Expenses	100,438	83,062	647	-	-
3613: Mariposa Creek Community Resiliency Hub	**249: Planning**	**Net Balance**	**0**	**(81,576)**	**100,438**	**-**	**-**
3614: SABG ARPA Grant	403: Alcohol And Drug	Total Revenues	198,327	91,687	147,046	-	-
3614: SABG ARPA Grant	403: Alcohol And Drug	Beginning Fund Balance	(80,821)	-	-	-	-
3614: SABG ARPA Grant	403: Alcohol And Drug	Total Expenses	198,327	95,798	217,940	9,928	-
3614: SABG ARPA Grant	**403: Alcohol And Drug**	**Net Balance**	**0**	**(4,111)**	**(70,894)**	**(9,928)**	**-**
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Total Revenues	5,149	60	222,483	40,325	-
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Beginning Fund Balance	3,815	-	-	-	-
3616: SABG CRRSAA Grant	403: Alcohol And Drug	Total Expenses	5,149	948	212,152	46,841	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3616: SABG CRRSAA Grant	**403: Alcohol And Drug**	**Net Balance**	**0**	**(888)**	**10,331**	**(6,516)**	**-**
3617: OSBA Micro Enterprise Grant	143: Economic Development	Total Revenues	-	-	0	916	22,065
3617: OSBA Micro Enterprise Grant	143: Economic Development	Beginning Fund Balance	-	-	-	-	-
3617: OSBA Micro Enterprise Grant	143: Economic Development	Total Expenses	-	-	744	737	21,500
3617: OSBA Micro Enterprise Grant	**143: Economic Development**	**Net Balance**	**-**	**-**	**(744)**	**179**	**565**
3618: Yosemite KOA - Planning	249: Planning	Total Revenues	89,824	68	110	11,649	-
3618: Yosemite KOA - Planning	249: Planning	Beginning Fund Balance	4,162	-	-	-	-
3618: Yosemite KOA - Planning	249: Planning	Total Expenses	89,824	-	-	7,598	-
3618: Yosemite KOA - Planning	**249: Planning**	**Net Balance**	**0**	**68**	**110**	**4,051**	**-**
3619: Terramor Outdoor Resort - Planning	249: Planning	Total Revenues	89,887	69	111	11,648	-
3619: Terramor Outdoor Resort - Planning	249: Planning	Beginning Fund Balance	4,225	-	-	-	-
3619: Terramor Outdoor Resort - Planning	249: Planning	Total Expenses	89,887	-	-	7,535	-
3619: Terramor Outdoor Resort - Planning	**249: Planning**	**Net Balance**	**0**	**69**	**111**	**4,113**	**-**
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Total Revenues	48,849	153,827	7,443	354,925	-
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Beginning Fund Balance	(107,428)	-	-	-	-
3620: Business Assistance Loan Fund 20-CDBG-12039	143: Economic Development	Total Expenses	48,849	-	14,200	35,000	-
3620: Business Assistance Loan Fund 20-CDBG-12039	**143: Economic Development**	**Net Balance**	**0**	**153,827**	**(6,757)**	**319,925**	**-**
3621: CDBG Micro Enterprise Loan	143: Economic Development	Total Revenues	13,442	74,320	178,620	172	-
3621: CDBG Micro Enterprise Loan	143: Economic Development	Beginning Fund Balance	(62,405)	-	-	-	-
3621: CDBG Micro Enterprise Loan	143: Economic Development	Total Expenses	13,442	-	111,050	37,500	-
3621: CDBG Micro Enterprise Loan	**143: Economic Development**	**Net Balance**	**0**	**74,320**	**67,570**	**(37,328)**	**-**
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Total Revenues	0	-	42,800	-	-
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Beginning Fund Balance	0	-	-	-	-
3622: Resort Hotel Feasibility Study 21-CDBG	143: Economic Development	Total Expenses	-	-	20,000	22,800	-
3622: Resort Hotel Feasibility Study 21-CDBG	**143: Economic Development**	**Net Balance**	**0**	**-**	**22,800**	**(22,800)**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Total Revenues	70,170	-	-	-	-
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Beginning Fund Balance	(4,830)	-	-	-	-
3623: Childcare Feasibility Study 21-CDBG-ED-10006	143: Economic Development	Total Expenses	70,170	-	-	4,830	-
3623: Childcare Feasibility Study 21-CDBG-ED-10006	**143: Economic Development**	**Net Balance**	**0**	**-**	**-**	**(4,830)**	**-**
3624: CPUC LATA Broadband Network Design	143: Economic Development	Total Revenues	408,163	94,081	-	-	-
3624: CPUC LATA Broadband Network Design	143: Economic Development	Beginning Fund Balance	(115,837)	-	-	-	-
3624: CPUC LATA Broadband Network Design	143: Economic Development	Total Expenses	408,163	-	66,837	49,000	-
3624: CPUC LATA Broadband Network Design	**143: Economic Development**	**Net Balance**	**0**	**94,081**	**(66,837)**	**(49,000)**	**-**
3625: National Opioids Settlement Funds	100: General Purpose All Departments	Total Revenues	-	1	130,449	193,096	-
3625: National Opioids Settlement Funds	**100: General Purpose All Departments**	**Net Balance**	**-**	**1**	**130,449**	**193,096**	**-**
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Total Revenues	580,835	517,400	-	-	-
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Beginning Fund Balance	289,777	-	-	-	-
3625: National Opioids Settlement Funds	403: Alcohol And Drug	Total Expenses	580,835	130,597	33,768	-	-
3625: National Opioids Settlement Funds	**403: Alcohol And Drug**	**Net Balance**	**0**	**386,803**	**(33,768)**	**-**	**-**
3626: Local Assistance and Tribal Consistency	102: Administration	Total Revenues	522,637	9,768	1,276,454	1,245,532	-
3626: Local Assistance and Tribal Consistency	102: Administration	Beginning Fund Balance	522,637	-	-	-	-
3626: Local Assistance and Tribal Consistency	102: Administration	Total Expenses	522,637	327,852	1,999,350	-	-
3626: Local Assistance and Tribal Consistency	**102: Administration**	**Net Balance**	**0**	**(318,084)**	**(722,895)**	**1,245,532**	**-**
3627: Mobile Probation Service Centers Grant	224: Probation	Total Revenues	30,546	3,594	99,709	-	-
3627: Mobile Probation Service Centers Grant	224: Probation	Beginning Fund Balance	(1,754)	-	-	-	-
3627: Mobile Probation Service Centers Grant	224: Probation	Total Expenses	30,546	17,700	6,322	95,141	-
3627: Mobile Probation Service Centers Grant	**224: Probation**	**Net Balance**	**0**	**(14,106)**	**93,387**	**(95,141)**	**-**
3628: California Home Visiting Program	401: Health Division	Total Revenues	410,356	53,207	16,008	-	-
3628: California Home Visiting Program	401: Health Division	Beginning Fund Balance	(35,580)	-	-	-	-
3628: California Home Visiting Program	401: Health Division	Total Expenses	410,356	144,813	51,588	-	-
3628: California Home Visiting Program	**401: Health Division**	**Net Balance**	**0**	**(91,606)**	**(35,580)**	**-**	**-**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3629: California Strengthening Public Health Initiative	401: Health Division	Total Revenues	235,761	1,551	3,325	145,773	-
3629: California Strengthening Public Health Initiative	401: Health Division	Beginning Fund Balance	115,812	-	-	-	-
3629: California Strengthening Public Health Initiative	401: Health Division	Total Expenses	235,761	51,851	33,286	-	-
3629: California Strengthening Public Health Initiative	**401: Health Division**	**Net Balance**	**0**	**(50,300)**	**(29,961)**	**145,773**	**-**
3630: WF Prev-Mariposa County Roadside Vegetation	350: Engineering	Total Revenues	2,075,922	-	-	-	-
3630: WF Prev-Mariposa County Roadside Vegetation	350: Engineering	Total Expenses	2,075,922	-	-	-	-
3631: Stanford Impact Labs Fellowship	249: Planning	Total Revenues	47,054	37,500	12,500	-	-
3631: Stanford Impact Labs Fellowship	249: Planning	Beginning Fund Balance	9,554	-	-	-	-
3631: Stanford Impact Labs Fellowship	249: Planning	Total Expenses	47,054	12,526	2,947	-	-
3631: Stanford Impact Labs Fellowship	**249: Planning**	**Net Balance**	**0**	**24,974**	**9,553**	**-**	**-**
3632: Workforce Career Ladder Education Program Grant	401: Health Division	Total Revenues	21,848	6,404	-	-	-
3632: Workforce Career Ladder Education Program Grant	401: Health Division	Beginning Fund Balance	(6,404)	-	-	-	-
3632: Workforce Career Ladder Education Program Grant	401: Health Division	Total Expenses	21,848	8,576	6,404	-	-
3632: Workforce Career Ladder Education Program Grant	**401: Health Division**	**Net Balance**	**0**	**(2,172)**	**(6,404)**	**-**	**-**
3633: HEAR US BH Health Equity Grant	402: Behavioral Health	Total Revenues	404,949	500,000	-	-	-
3633: HEAR US BH Health Equity Grant	402: Behavioral Health	Beginning Fund Balance	(7,072)	-	-	-	-
3633: HEAR US BH Health Equity Grant	402: Behavioral Health	Total Expenses	404,949	29,361	7,072	-	-
3633: HEAR US BH Health Equity Grant	**402: Behavioral Health**	**Net Balance**	**0**	**470,639**	**(7,072)**	**-**	**-**
3634: English as a Second Language	606: Library	Total Revenues	15,540	251	15,540	-	-
3634: English as a Second Language	606: Library	Beginning Fund Balance	15,540	-	-	-	-
3634: English as a Second Language	606: Library	Total Expenses	15,540	5,375	-	-	-
3634: English as a Second Language	**606: Library**	**Net Balance**	**0**	**(5,124)**	**15,540**	**-**	**-**
3635: Literacy Grant	606: Library	Total Revenues	46,696	42,066	1,039	-	-
3635: Literacy Grant	606: Library	Beginning Fund Balance	1,039	-	-	-	-
3635: Literacy Grant	606: Library	Total Expenses	46,696	18,479	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3635: Literacy Grant	**606: Library**	**Net Balance**	**0**	**23,587**	**1,039**	**-**	**-**
3636: NEHA-FDA Grant	457: Environmental Health	Total Revenues	12,500	-	-	-	-
3636: NEHA-FDA Grant	457: Environmental Health	Total Expenses	12,500	5,145	-	-	-
3636: NEHA-FDA Grant	**457: Environmental Health**	**Net Balance**	**0**	**(5,145)**	**-**	**-**	**-**
3638: HMAP-OES	457: Environmental Health	Total Revenues	-	-	-	-	-
3638: HMAP-OES	457: Environmental Health	Total Expenses	-	2,024	-	-	-
3638: HMAP-OES	**457: Environmental Health**	**Net Balance**	**-**	**(2,024)**	**-**	**-**	**-**
3639: Strategic Growth Council TCC	249: Planning	Total Revenues	1,104,629	49,129	-	-	-
3639: Strategic Growth Council TCC	249: Planning	Total Expenses	1,104,629	57,281	-	-	-
3639: Strategic Growth Council TCC	**249: Planning**	**Net Balance**	**0**	**(8,152)**	**-**	**-**	**-**
3641: MOYER	457: Environmental Health	Total Revenues	1,200,000	-	-	-	-
3641: MOYER	457: Environmental Health	Beginning Fund Balance	400,000	-	-	-	-
3641: MOYER	457: Environmental Health	Total Expenses	1,200,000	-	-	-	-
3642: PC1202.5 Crime Prevention	216: Sheriff	Total Revenues	-	-	0	-	-
3642: PC1202.5 Crime Prevention	**216: Sheriff**	**Net Balance**	**-**	**-**	**0**	**-**	**-**
3643: Oak Fire Hazard Mitigation Grant	350: Engineering	Total Revenues	185,640	-	-	-	-
3643: Oak Fire Hazard Mitigation Grant	350: Engineering	Total Expenses	185,640	6,024	-	-	-
3643: Oak Fire Hazard Mitigation Grant	**350: Engineering**	**Net Balance**	**0**	**(6,024)**	**-**	**-**	**-**
3644: DSH Collaborative Community Stakeholder Workgroup	402: Behavioral Health	Total Revenues	100,000	-	-	-	-
3644: DSH Collaborative Community Stakeholder Workgroup	402: Behavioral Health	Total Expenses	100,000	670	-	-	-
3644: DSH Collaborative Community Stakeholder Workgroup	**402: Behavioral Health**	**Net Balance**	**0**	**(670)**	**-**	**-**	**-**
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Total Revenues	75,006	1,226	75,006	-	-
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Beginning Fund Balance	75,006	-	-	-	-
3645: Local Assistance Grant - Environmental Health	457: Environmental Health	Total Expenses	75,006	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
3645: Local Assistance Grant - Environmental Health	**457: Environmental Health**	**Net Balance**	**0**	**1,226**	**75,006**	**-**	**-**
3646: French Fire	899: Disasters	Total Expenses	-	26,720	-	-	-
3646: French Fire	**899: Disasters**	**Net Balance**	**-**	**(26,720)**	**-**	**-**	**-**
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	216: Sheriff	Total Revenues	160,000	-	-	-	-
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	216: Sheriff	Total Expenses	160,000	24,445	-	-	-
3647: Local Hazard Mitigation Plan (LHMP) Update 2025	**216: Sheriff**	**Net Balance**	**0**	**(24,445)**	**-**	**-**	**-**
3649: Central California Alliance for Health (CCAH) Grant	401: Health Division	Total Revenues	150,000	151,098	-	-	-
3649: Central California Alliance for Health (CCAH) Grant	401: Health Division	Total Expenses	150,000	34,421	-	-	-
3649: Central California Alliance for Health (CCAH) Grant	**401: Health Division**	**Net Balance**	**0**	**116,677**	**-**	**-**	**-**
3650: Our Town: Historic Preservation in The Present Tense	249: Planning	Total Revenues	75,000	-	-	-	-
3650: Our Town: Historic Preservation in The Present Tense	249: Planning	Total Expenses	75,000	-	-	-	-
3651: Measure M	100: General Purpose All Departments	Total Revenues	3,977,645	2,527,827	-	-	-
3651: Measure M	100: General Purpose All Departments	Total Expenses	3,977,645	2,264,916	-	-	-
3651: Measure M	**100: General Purpose All Departments**	**Net Balance**	**0**	**262,911**	**-**	**-**	**-**
3652: Behavioral Health Bridge Housing Grant	402: Behavioral Health	Total Revenues	691,540	337,257	-	-	-
3652: Behavioral Health Bridge Housing Grant	402: Behavioral Health	Total Expenses	691,540	19,121	-	-	-
3652: Behavioral Health Bridge Housing Grant	**402: Behavioral Health**	**Net Balance**	**0**	**318,136**	**-**	**-**	**-**
3653: CCAH grant for North County Office Capital Improvement Project	402: Behavioral Health	Total Revenues	983,625	344,269	-	-	-
3653: CCAH grant for North County Office Capital Improvement Project	402: Behavioral Health	Total Expenses	983,625	-	-	-	-
3653: CCAH grant for North County Office Capital Improvement Project	**402: Behavioral Health**	**Net Balance**	**0**	**344,269**	**-**	**-**	**-**
3654: Mariposa County Drought Resilience Plan	350: Engineering	Total Revenues	125,000	-	-	-	-
3654: Mariposa County Drought Resilience Plan	350: Engineering	Total Expenses	125,000	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
3312: Water Agency	102: Administration	Total Revenues	-	-	-	-	24
3312: Water Agency	102: Administration	Total Expenses	-	-	-	-	2,373
3312: Water Agency	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**-**	**(2,349)**
3312: Water Agency	304: Public Works Administration	Total Revenues	208,966	9,233	11,259	16,435	7,339
3312: Water Agency	304: Public Works Administration	Beginning Fund Balance	201,020	-	-	-	-
3312: Water Agency	304: Public Works Administration	Total Expenses	208,966	-	5,437	2,955	1,151
3312: Water Agency	**304: Public Works Administration**	**Net Balance**	**0**	**9,233**	**5,822**	**13,479**	**6,188**
3313: Coulterville Lighting	304: Public Works Administration	Total Revenues	88,421	10,305	16,975	14,737	12,728
3313: Coulterville Lighting	304: Public Works Administration	Beginning Fund Balance	78,169	-	-	-	-
3313: Coulterville Lighting	304: Public Works Administration	Total Expenses	88,421	3,120	5,722	4,587	5,462
3313: Coulterville Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**7,185**	**11,253**	**10,151**	**7,266**
3314: Coulterville Service Area	408: Plant Operations	Total Revenues	330,098	121,645	185,449	264,873	224,957
3314: Coulterville Service Area	408: Plant Operations	Beginning Fund Balance	(41,021)	-	-	-	-
3314: Coulterville Service Area	408: Plant Operations	Total Expenses	330,098	193,767	289,117	319,398	125,453
3314: Coulterville Service Area	**408: Plant Operations**	**Net Balance**	**0**	**(72,122)**	**(103,668)**	**(54,525)**	**99,504**
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Total Revenues	37,501	604	981	594	286
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Beginning Fund Balance	37,101	-	-	-	-
3315: Don Pedro Equestrian Trails	304: Public Works Administration	Total Expenses	37,501	37,501	255	324	1,265
3315: Don Pedro Equestrian Trails	**304: Public Works Administration**	**Net Balance**	**0**	**(36,897)**	**725**	**270**	**(979)**
3316: Don Pedro Sewer	408: Plant Operations	Total Revenues	364,989	100,550	198,837	285,804	131,475
3316: Don Pedro Sewer	408: Plant Operations	Beginning Fund Balance	(26,942)	-	-	-	-
3316: Don Pedro Sewer	408: Plant Operations	Total Expenses	364,989	233,270	280,179	260,805	139,376
3316: Don Pedro Sewer	**408: Plant Operations**	**Net Balance**	**0**	**(132,720)**	**(81,342)**	**24,999**	**(7,901)**
3317: Hornitos Lighting	304: Public Works Administration	Total Revenues	57,928	4,298	6,912	5,859	5,101
3317: Hornitos Lighting	304: Public Works Administration	Beginning Fund Balance	53,967	-	-	-	-
3317: Hornitos Lighting	304: Public Works Administration	Total Expenses	57,928	114	-	197	1,861
3317: Hornitos Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**4,184**	**6,912**	**5,662**	**3,240**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3318: Mariposa Lighting	304: Public Works Administration	Total Revenues	678,890	58,347	96,117	80,090	69,600
3318: Mariposa Lighting	304: Public Works Administration	Beginning Fund Balance	620,853	-	-	-	-
3318: Mariposa Lighting	304: Public Works Administration	Total Expenses	678,890	303,813	62,475	51,352	15,670
3318: Mariposa Lighting	**304: Public Works Administration**	**Net Balance**	**0**	**(245,466)**	**33,642**	**28,737**	**53,930**
3319: Mariposa Parking	304: Public Works Administration	Total Revenues	25,524	3,635	8,741	8,427	7,340
3319: Mariposa Parking	304: Public Works Administration	Beginning Fund Balance	20,031	-	-	-	-
3319: Mariposa Parking	304: Public Works Administration	Total Expenses	25,524	1,961	23,869	5,753	4,510
3319: Mariposa Parking	**304: Public Works Administration**	**Net Balance**	**0**	**1,674**	**(15,128)**	**2,674**	**2,830**
3320: Mariposa Pines	408: Plant Operations	Total Revenues	167,532	40,999	72,607	65,285	57,437
3320: Mariposa Pines	408: Plant Operations	Beginning Fund Balance	63,319	-	-	-	-
3320: Mariposa Pines	408: Plant Operations	Total Expenses	167,532	120,225	93,995	119,459	42,185
3320: Mariposa Pines	**408: Plant Operations**	**Net Balance**	**0**	**(79,226)**	**(21,388)**	**(54,175)**	**15,252**
3321: Wawona Service Area	304: Public Works Administration	Total Revenues	125,815	84,550	107,438	105,995	92,417
3321: Wawona Service Area	304: Public Works Administration	Beginning Fund Balance	9,555	-	-	-	-
3321: Wawona Service Area	304: Public Works Administration	Total Expenses	125,815	95,856	103,178	94,579	103,242
3321: Wawona Service Area	**304: Public Works Administration**	**Net Balance**	**0**	**(11,306)**	**4,260**	**11,416**	**(10,825)**
3322: Yosemite West Maint District	408: Plant Operations	Total Revenues	880,738	415,919	639,120	605,543	575,732
3322: Yosemite West Maint District	408: Plant Operations	Beginning Fund Balance	183,939	-	-	-	-
3322: Yosemite West Maint District	408: Plant Operations	Total Expenses	880,738	466,068	763,638	830,420	403,509
3322: Yosemite West Maint District	**408: Plant Operations**	**Net Balance**	**0**	**(50,149)**	**(124,519)**	**(224,877)**	**172,223**
3532: DPSZ Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	288	5	288	0	-
3532: DPSZ Utility Capital Reserve Fund	408: Plant Operations	Beginning Fund Balance	288	-	-	-	-
3532: DPSZ Utility Capital Reserve Fund	408: Plant Operations	Total Expenses	288	-	-	-	-
3532: DPSZ Utility Capital Reserve Fund	**408: Plant Operations**	**Net Balance**	**0**	**5**	**288**	**0**	**-**
3534: Mariposa Pines Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	30	-	-	0	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
3534: Mariposa Pines Utility Capital Reserve Fund	408: Plant Operations	Total Expenses	30	-	-	-	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Total Revenues	9,921	5,087	3,321	0	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Beginning Fund Balance	3,321	-	-	-	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	408: Plant Operations	Total Expenses	9,921	-	-	-	-
3535: Yosemite West Maintenance District Utility Capital Reserve Fund	**408: Plant Operations**	**Net Balance**	**0**	**5,087**	**3,321**	**0**	**-**
4701: ERP Debt Service	102: Administration	Total Revenues	231,000	228,250	231,000	231,033	222,411
4701: ERP Debt Service	102: Administration	Beginning Fund Balance	2,750	-	-	-	-
4701: ERP Debt Service	102: Administration	Total Expenses	231,000	225,500	228,250	231,000	222,444
4701: ERP Debt Service	**102: Administration**	**Net Balance**	**0**	**2,750**	**2,750**	**33**	**(33)**
4702: Tyler Technology Land Management Debt Service	102: Administration	Total Revenues	81,138	81,112	81,138	-	-
4702: Tyler Technology Land Management Debt Service	102: Administration	Beginning Fund Balance	26	-	-	-	-
4702: Tyler Technology Land Management Debt Service	102: Administration	Total Expenses	81,138	82,991	81,112	-	-
4702: Tyler Technology Land Management Debt Service	**102: Administration**	**Net Balance**	**0**	**(1,879)**	**26**	**-**	**-**
4703: Enterprise Leased Vehicles	216: Sheriff	Total Revenues	-	-	169,529	-	-
4703: Enterprise Leased Vehicles	216: Sheriff	Total Expenses	-	-	169,529	-	-
4750: Health Building	107: Auditor	Total Revenues	0	-	72,000	72,000	72,000
4750: Health Building	107: Auditor	Beginning Fund Balance	(109,552)	-	-	-	-
4750: Health Building	107: Auditor	Total Expenses	0	-	181,552	72,000	72,000
4750: Health Building	**107: Auditor**	**Net Balance**	**0**	**-**	**(109,552)**	**0**	**0**
4753: Yosemite West Bond 2004	000: No Department	Total Revenues	-	-	-	-	3,623
4753: Yosemite West Bond 2004	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**3,623**
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Total Revenues	682,229	135,002	199,105	194,070	196,849
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Beginning Fund Balance	508,030	-	-	-	-
4753: Yosemite West Bond 2004	108: Treasurer/Tax Collector	Total Expenses	682,229	169,368	159,530	163,809	168,730
4753: Yosemite West Bond 2004	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**(34,366)**	**39,576**	**30,261**	**28,118**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
4756: Don Pedro Bond 2006	000: No Department	Total Revenues	-	-	-	-	1,206,154
4756: Don Pedro Bond 2006	**000: No Department**	**Net Balance**	**-**	**-**	**-**	**-**	**1,206,154**
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Total Revenues	3,031,376	236,993	2,912,858	223,486	226,918
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Beginning Fund Balance	2,808,970	-	-	-	-
4756: Don Pedro Bond 2006	108: Treasurer/Tax Collector	Total Expenses	3,031,376	214,413	207,207	203,228	213,481
4756: Don Pedro Bond 2006	**108: Treasurer/Tax Collector**	**Net Balance**	**0**	**22,580**	**2,705,651**	**20,257**	**13,437**
4770: CSA 3 Fire Equipment	107: Auditor	Total Revenues	-	-	-	0	704,108
4770: CSA 3 Fire Equipment	107: Auditor	Total Expenses	-	-	-	-	804,169
4770: CSA 3 Fire Equipment	**107: Auditor**	**Net Balance**	**-**	**-**	**-**	**0**	**(100,062)**
4771: Energy Project Debt	102: Administration	Total Revenues	195,003	189,948	5,516	187,837	-
4771: Energy Project Debt	102: Administration	Beginning Fund Balance	5,131	-	-	-	-
4771: Energy Project Debt	102: Administration	Total Expenses	195,003	94,111	188,222	-	-
4771: Energy Project Debt	**102: Administration**	**Net Balance**	**0**	**95,837**	**(182,706)**	**187,837**	**-**
5501: Capital Improvement Fund	350: Engineering	Total Revenues	1,542,688	-	1,683,919	956,453	285,827
5501: Capital Improvement Fund	350: Engineering	Beginning Fund Balance	1,542,688	-	-	-	-
5501: Capital Improvement Fund	350: Engineering	Total Expenses	1,542,688	866,912	285,965	1,110,900	312,959
5501: Capital Improvement Fund	**350: Engineering**	**Net Balance**	**0**	**(866,912)**	**1,397,955**	**(154,447)**	**(27,132)**
5502: Courthouse Construction	350: Engineering	Total Revenues	399,886	29,630	40,122	27,326	32,515
5502: Courthouse Construction	350: Engineering	Beginning Fund Balance	387,886	-	-	-	-
5502: Courthouse Construction	350: Engineering	Total Expenses	399,886	54,060	31,915	-	-
5502: Courthouse Construction	**350: Engineering**	**Net Balance**	**0**	**(24,430)**	**8,207**	**27,326**	**32,515**
5503: MCCJF Construction	350: Engineering	Total Revenues	131,387	5,881	9,334	7,221	7,683
5503: MCCJF Construction	350: Engineering	Beginning Fund Balance	127,387	-	-	-	-
5503: MCCJF Construction	350: Engineering	Total Expenses	131,387	-	-	-	-
5503: MCCJF Construction	**350: Engineering**	**Net Balance**	**0**	**5,881**	**9,334**	**7,221**	**7,683**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Total Revenues	1,492,710	24,079	40,656	1,500,000	-
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Beginning Fund Balance	1,472,710	-	-	-	-
5505: Capital Project Reserve Fund	100: General Purpose All Departments	Total Expenses	1,492,710	175,773	67,946	-	-
5505: Capital Project Reserve Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(151,694)**	**(27,290)**	**1,500,000**	**-**
5507: PTMISEA Fund	307: Local Transportation	Total Revenues	2,031	33	54	32	18
5507: PTMISEA Fund	307: Local Transportation	Beginning Fund Balance	2,031	-	-	-	-
5507: PTMISEA Fund	307: Local Transportation	Total Expenses	2,031	-	-	-	2,421
5507: PTMISEA Fund	**307: Local Transportation**	**Net Balance**	**0**	**33**	**54**	**32**	**(2,403)**
5508: Mariposa County Zero Emission Transit Yard Project	307: Local Transportation	Total Revenues	2,571,257	1,256,434	-	-	-
5508: Mariposa County Zero Emission Transit Yard Project	307: Local Transportation	Total Expenses	2,571,257	26,065	-	-	-
5508: Mariposa County Zero Emission Transit Yard Project	**307: Local Transportation**	**Net Balance**	**0**	**1,230,369**	**-**	**-**	**-**
5511: STIP Fund	350: Engineering	Total Revenues	1,086,514	-	1,486,189	15,558	1,099,169
5511: STIP Fund	350: Engineering	Beginning Fund Balance	(29,486)	-	-	-	-
5511: STIP Fund	350: Engineering	Total Expenses	1,086,514	60,030	987,525	543,541	953,231
5511: STIP Fund	**350: Engineering**	**Net Balance**	**0**	**(60,030)**	**498,664**	**(527,983)**	**145,938**
5512: Caltrans Hwy Bridge Program	307: Local Transportation	Total Revenues	-	-	-	4,043	-
5512: Caltrans Hwy Bridge Program	**307: Local Transportation**	**Net Balance**	**-**	**-**	**-**	**4,043**	**-**
5512: Caltrans Hwy Bridge Program	350: Engineering	Total Revenues	9,245,473	24,391	1,072,026	4,851,599	1,247,494
5512: Caltrans Hwy Bridge Program	350: Engineering	Beginning Fund Balance	(183,295)	-	-	-	-
5512: Caltrans Hwy Bridge Program	350: Engineering	Total Expenses	9,245,473	175,543	821,792	2,176,688	3,897,187
5512: Caltrans Hwy Bridge Program	**350: Engineering**	**Net Balance**	**0**	**(151,152)**	**250,234**	**2,674,911**	**(2,649,693)**
5522: Bridge Prevent Maint Prgrm	350: Engineering	Total Revenues	-	-	-	-	(6,168)
5522: Bridge Prevent Maint Prgrm	350: Engineering	Beginning Fund Balance	-	-	-	-	-
5522: Bridge Prevent Maint Prgrm	350: Engineering	Total Expenses	-	-	141,907	404	38
5522: Bridge Prevent Maint Prgrm	**350: Engineering**	**Net Balance**	**-**	**-**	**(141,907)**	**(404)**	**(6,206)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
5524: Disaster Capital Fund	330: Regional Transit Services	Total Revenues	-	-	-	-	0
5524: Disaster Capital Fund	**330: Regional Transit Services**	**Net Balance**	**-**	**-**	**-**	**-**	**0**
5524: Disaster Capital Fund	350: Engineering	Total Revenues	-	-	732,894	251,414	921,466
5524: Disaster Capital Fund	350: Engineering	Beginning Fund Balance	-	-	-	-	-
5524: Disaster Capital Fund	350: Engineering	Total Expenses	-	-	-	752,018	-
5524: Disaster Capital Fund	**350: Engineering**	**Net Balance**	**-**	**-**	**732,894**	**(500,604)**	**921,466**
5527: Mpsa Creek Prkwy Restore	249: Planning	Total Revenues	21,964	17,767	-	40,011	142,863
5527: Mpsa Creek Prkwy Restore	249: Planning	Beginning Fund Balance	(210,162)	-	-	-	-
5527: Mpsa Creek Prkwy Restore	249: Planning	Total Expenses	21,964	-	190,123	44,457	158,456
5527: Mpsa Creek Prkwy Restore	**249: Planning**	**Net Balance**	**0**	**17,767**	**(190,123)**	**(4,446)**	**(15,593)**
5530: Yosemite West Leach Field Expansion - 2022	350: Engineering	Total Revenues	437,000	-	-	-	-
5530: Yosemite West Leach Field Expansion - 2022	350: Engineering	Total Expenses	437,000	181,887	-	-	-
5530: Yosemite West Leach Field Expansion - 2022	**350: Engineering**	**Net Balance**	**0**	**(181,887)**	**-**	**-**	**-**
5536: Downtown Revitalization	350: Engineering	Total Revenues	4,537,937	3,000,058	750,000	-	-
5536: Downtown Revitalization	350: Engineering	Beginning Fund Balance	(2,058,771)	-	-	-	-
5536: Downtown Revitalization	350: Engineering	Total Expenses	4,537,937	3,738,796	2,299,025	157,640	96,495
5536: Downtown Revitalization	**350: Engineering**	**Net Balance**	**0**	**(738,738)**	**(1,549,025)**	**(157,640)**	**(96,495)**
5537: Land Acquistions	102: Administration	Total Revenues	-	-	-	-	15
5537: Land Acquistions	102: Administration	Total Expenses	-	-	-	1,907	-
5537: Land Acquistions	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**(1,907)**	**15**
5538: Energy Project CIP	350: Engineering	Total Revenues	0	52,510	-	1,287,883	2,348,516
5538: Energy Project CIP	350: Engineering	Beginning Fund Balance	(52,510)	-	-	-	-
5538: Energy Project CIP	350: Engineering	Total Expenses	-	-	-	770,212	2,918,697
5538: Energy Project CIP	**350: Engineering**	**Net Balance**	**0**	**52,510**	**-**	**517,671**	**(570,181)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Total Revenues	223,697	464,266	90,812	112,707	-
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Beginning Fund Balance	(244,283)	-	-	-	-
5539: Mariposa Creek Parkway Phase III Trailhead	249: Planning	Total Expenses	223,697	218,712	335,760	112,041	-
5539: Mariposa Creek Parkway Phase III Trailhead	**249: Planning**	**Net Balance**	**0**	**245,554**	**(244,948)**	**665**	**-**
5540: Downtown Gateway Elements	249: Planning	Total Revenues	399,817	-	200,000	100,000	-
5540: Downtown Gateway Elements	249: Planning	Beginning Fund Balance	(334,965)	-	-	-	-
5540: Downtown Gateway Elements	249: Planning	Total Expenses	399,817	378,215	499,494	135,470	-
5540: Downtown Gateway Elements	**249: Planning**	**Net Balance**	**0**	**(378,215)**	**(299,494)**	**(35,470)**	**-**
5541: Land Management Development Services Permitting Software	249: Planning	Total Revenues	188,698	68,039	5,175	357,133	-
5541: Land Management Development Services Permitting Software	249: Planning	Beginning Fund Balance	188,698	-	-	-	-
5541: Land Management Development Services Permitting Software	249: Planning	Total Expenses	188,698	85,964	76,859	96,750	-
5541: Land Management Development Services Permitting Software	**249: Planning**	**Net Balance**	**0**	**(17,925)**	**(71,685)**	**260,383**	**-**
5542: Mariposa Creek Parkway PWD	350: Engineering	Total Revenues	4,226,983	-	-	-	-
5542: Mariposa Creek Parkway PWD	350: Engineering	Beginning Fund Balance	(208,017)	-	-	-	-
5542: Mariposa Creek Parkway PWD	350: Engineering	Total Expenses	4,226,983	270,508	208,017	-	-
5542: Mariposa Creek Parkway PWD	**350: Engineering**	**Net Balance**	**0**	**(270,508)**	**(208,017)**	**-**	**-**
5543: Safe Routes to School	350: Engineering	Total Revenues	2,055,953	-	-	-	-
5543: Safe Routes to School	350: Engineering	Beginning Fund Balance	(56,945)	-	-	-	-
5543: Safe Routes to School	350: Engineering	Total Expenses	2,055,953	-	56,945	-	-
5543: Safe Routes to School	**350: Engineering**	**Net Balance**	**0**	**-**	**(56,945)**	**-**	**-**
5574: Water Storage Tanks	350: Engineering	Total Revenues	-	-	0	146,474	2,606
5574: Water Storage Tanks	350: Engineering	Beginning Fund Balance	-	-	-	-	-
5574: Water Storage Tanks	350: Engineering	Total Expenses	-	-	1,213	1,195	593,110
5574: Water Storage Tanks	**350: Engineering**	**Net Balance**	**-**	**-**	**(1,213)**	**145,279**	**(590,504)**
5575: ERP Software Implementation	102: Administration	Total Revenues	-	-	-	86,777	725
5575: ERP Software Implementation	102: Administration	Total Expenses	-	-	-	-	526,282
5575: ERP Software Implementation	**102: Administration**	**Net Balance**	**-**	**-**	**-**	**86,777**	**(525,557)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
5576: Water Storage Tank - FEMA	350: Engineering	Total Revenues	2,072,780	557,595	1,018,470	200,000	-
5576: Water Storage Tank - FEMA	350: Engineering	Beginning Fund Balance	(166,150)	-	-	-	-
5576: Water Storage Tank - FEMA	350: Engineering	Total Expenses	2,072,780	3,614	1,274,324	110,296	-
5576: Water Storage Tank - FEMA	**350: Engineering**	**Net Balance**	**0**	**553,981**	**(255,854)**	**89,704**	**-**
5577: Sheriff Headquarters	350: Engineering	Total Revenues	227,622	-	-	1,500,000	-
5577: Sheriff Headquarters	350: Engineering	Beginning Fund Balance	120,942	-	-	-	-
5577: Sheriff Headquarters	350: Engineering	Total Expenses	227,622	113,097	1,279,961	99,097	-
5577: Sheriff Headquarters	**350: Engineering**	**Net Balance**	**0**	**(113,097)**	**(1,279,961)**	**1,400,903**	**-**
5578: Coulterville Proposition 1 Water System	350: Engineering	Total Revenues	2,107,625	31,286	128,483	-	-
5578: Coulterville Proposition 1 Water System	350: Engineering	Beginning Fund Balance	(43,882)	-	-	-	-
5578: Coulterville Proposition 1 Water System	350: Engineering	Total Expenses	2,107,625	468,409	168,067	4,298	-
5578: Coulterville Proposition 1 Water System	**350: Engineering**	**Net Balance**	**0**	**(437,123)**	**(39,584)**	**(4,298)**	**-**
5579: Jail Administrative Offices Expansion	350: Engineering	Total Revenues	0	36,500	-	-	-
5579: Jail Administrative Offices Expansion	350: Engineering	Beginning Fund Balance	(36,500)	-	-	-	-
5579: Jail Administrative Offices Expansion	350: Engineering	Total Expenses	0	-	36,500	-	-
5579: Jail Administrative Offices Expansion	**350: Engineering**	**Net Balance**	**0**	**36,500**	**(36,500)**	**-**	**-**
5580: Homelessness and Housing - Fixed Asset	402: Behavioral Health	Total Revenues	-	-	-	-	-
5580: Homelessness and Housing - Fixed Asset	402: Behavioral Health	Total Expenses	-	-	-	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Total Revenues	460,003	175,773	4,230	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Beginning Fund Balance	4,230	-	-	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	350: Engineering	Total Expenses	460,003	4,780	-	-	-
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement	**350: Engineering**	**Net Balance**	**0**	**170,993**	**4,230**	**-**	**-**
5582: Wawona Ambulance Bay	350: Engineering	Total Revenues	375,000	-	-	-	-
5582: Wawona Ambulance Bay	350: Engineering	Total Expenses	375,000	-	-	-	-

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
6600: Building Fund	236: Building	Total Revenues	1,276,319	674,922	928,663	1,021,551	1,056,831
6600: Building Fund	236: Building	Beginning Fund Balance	358,319	-	-	-	-
6600: Building Fund	236: Building	Total Expenses	1,276,319	998,864	1,129,674	1,231,224	255,018
6600: Building Fund	**236: Building**	**Net Balance**	**0**	**(323,942)**	**(201,011)**	**(209,672)**	**801,813**
6601: Solid Waste Fund	303: Airport Operations	Total Revenues	-	0	-	-	0
6601: Solid Waste Fund	**303: Airport Operations**	**Net Balance**	**-**	**0**	**-**	**-**	**0**
6601: Solid Waste Fund	404: Solid Waste	Total Revenues	3,746,893	2,368,884	3,160,107	2,936,557	2,557,867
6601: Solid Waste Fund	404: Solid Waste	Beginning Fund Balance	505,393	-	-	-	-
6601: Solid Waste Fund	404: Solid Waste	Total Expenses	3,746,893	1,732,476	2,639,357	2,539,037	2,478,219
6601: Solid Waste Fund	**404: Solid Waste**	**Net Balance**	**0**	**636,408**	**520,750**	**397,520**	**79,647**
6601: Solid Waste Fund	408: Plant Operations	Total Revenues	-	0	-	1,266	488
6601: Solid Waste Fund	**408: Plant Operations**	**Net Balance**	**-**	**0**	**-**	**1,266**	**488**
6602: Solid Waste Closure	404: Solid Waste	Total Revenues	2,564,447	37,202	255,505	225,825	128,259
6602: Solid Waste Closure	404: Solid Waste	Beginning Fund Balance	2,275,314	-	-	-	-
6602: Solid Waste Closure	404: Solid Waste	Total Expenses	2,564,447	-	-	792,040	482,752
6602: Solid Waste Closure	**404: Solid Waste**	**Net Balance**	**0**	**37,202**	**255,505**	**(566,215)**	**(354,494)**
6606: Transit Fund	505: Transit	Total Revenues	1,320,959	249,060	661,603	457,018	476,777
6606: Transit Fund	505: Transit	Beginning Fund Balance	(44,053)	-	-	-	-
6606: Transit Fund	505: Transit	Total Expenses	1,320,959	961,643	980,618	349,482	542,223
6606: Transit Fund	**505: Transit**	**Net Balance**	**0**	**(712,583)**	**(319,015)**	**107,536**	**(65,446)**
6610: Airport	303: Airport Operations	Total Revenues	192,603	114,013	181,621	195,685	262,916
6610: Airport	303: Airport Operations	Beginning Fund Balance	108,068	-	-	-	-
6610: Airport	303: Airport Operations	Total Expenses	192,603	85,354	142,666	128,319	74,748
6610: Airport	**303: Airport Operations**	**Net Balance**	**0**	**28,659**	**38,954**	**67,366**	**188,168**
6612: Airport Rehabilitation	303: Airport Operations	Total Revenues	56,478	24,529	25,405	9,505	210

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

			Current Adjusted Budget	YTD Actuals	Actual		
			2024-2025		2023-2024	2022-2023	2021-2022
Fund		**Account**					
6612: Airport Rehabilitation	303: Airport Operations	Beginning Fund Balance	47,011	-	-	-	-
6612: Airport Rehabilitation	303: Airport Operations	Total Expenses	56,478	-	-	12,656	-
6612: Airport Rehabilitation	**303: Airport Operations**	**Net Balance**	**0**	**24,529**	**25,405**	**(3,151)**	**210**
6616: Plant Operations Fund	408: Plant Operations	Total Revenues	915,450	582,147	808,685	831,441	207,665
6616: Plant Operations Fund	408: Plant Operations	Beginning Fund Balance	(99,437)	-	-	-	-
6616: Plant Operations Fund	408: Plant Operations	Total Expenses	915,450	579,095	728,074	597,968	428,997
6616: Plant Operations Fund	**408: Plant Operations**	**Net Balance**	**0**	**3,052**	**80,611**	**233,474**	**(221,332)**
6701: Solid Waste Equipment Replacement	404: Solid Waste	Total Revenues	329,740	12,401	87,902	108,133	26,072
6701: Solid Waste Equipment Replacement	404: Solid Waste	Beginning Fund Balance	304,740	-	-	-	-
6701: Solid Waste Equipment Replacement	404: Solid Waste	Total Expenses	329,740	-	-	-	-
6701: Solid Waste Equipment Replacement	**404: Solid Waste**	**Net Balance**	**0**	**12,401**	**87,902**	**108,133**	**26,072**
7700: Fleet Maintenance	170: Fleet	Total Revenues	2,395,678	1,303,469	1,559,743	1,585,391	1,163,620
7700: Fleet Maintenance	170: Fleet	Beginning Fund Balance	276,650	-	-	-	-
7700: Fleet Maintenance	170: Fleet	Total Expenses	2,395,678	1,293,728	1,393,275	1,468,817	943,595
7700: Fleet Maintenance	**170: Fleet**	**Net Balance**	**0**	**9,741**	**166,468**	**116,574**	**220,025**
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Total Revenues	2,213,810	159,142	761,598	733,871	92,608
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Beginning Fund Balance	2,058,482	-	-	-	-
7702: Fire Department Vehicle Replacement Fund	170: Fleet	Total Expenses	2,213,810	388,393	2,245,492	1,013,864	63,429
7702: Fire Department Vehicle Replacement Fund	**170: Fleet**	**Net Balance**	**0**	**(229,251)**	**(1,483,894)**	**(279,993)**	**29,179**
7703: Vehicle Replacement Fund	170: Fleet	Total Revenues	1,066,525	264,846	316,050	771,874	413,565
7703: Vehicle Replacement Fund	170: Fleet	Beginning Fund Balance	677,123	-	-	-	-
7703: Vehicle Replacement Fund	170: Fleet	Total Expenses	1,066,525	635,037	334,950	872,327	342,875
7703: Vehicle Replacement Fund	**170: Fleet**	**Net Balance**	**0**	**(370,191)**	**(18,901)**	**(100,453)**	**70,690**
7704: Heavy Equipment Replacement Fund	300: Roads	Total Revenues	2,055,740	312,048	795,712	983,855	247,955
7704: Heavy Equipment Replacement Fund	300: Roads	Beginning Fund Balance	1,447,740	-	-	-	-
7704: Heavy Equipment Replacement Fund	300: Roads	Total Expenses	2,055,740	556,648	1,012,478	274,496	432,384
7704: Heavy Equipment Replacement Fund	**300: Roads**	**Net Balance**	**0**	**(244,600)**	**(216,766)**	**709,358**	**(184,429)**

Mariposa County

Budget Compare Summary by Fund and Department
Fiscal Year: 2024-2025

ReportName: Budget Compare Summary by Fund/Department-Burst General Combined
Run By: Leigh Westerlund
Thursday, April 03, 2025

:

Fund		Account	Current Adjusted Budget 2024-2025	YTD Actuals 2024-2025	Actual 2023-2024	Actual 2022-2023	Actual 2021-2022
7705: General Insurance Fund	100: General Purpose All Departments	Total Revenues	2,957,969	2,185,070	2,680,292	2,468,246	2,217,963
7705: General Insurance Fund	100: General Purpose All Departments	Total Expenses	2,957,969	2,238,524	2,664,195	2,423,568	2,264,257
7705: General Insurance Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(53,454)**	**16,097**	**44,678**	**(46,295)**
7705: General Insurance Fund	110: Trust and Agency Funds	Total Revenues	-	-	-	-	58,698
7705: General Insurance Fund	**110: Trust and Agency Funds**	**Net Balance**	**-**	**-**	**-**	**-**	**58,698**
7706: Workers Comp Fund	100: General Purpose All Departments	Total Revenues	1,931,052	148,733	1,334,906	1,181,739	1,283,254
7706: Workers Comp Fund	100: General Purpose All Departments	Total Expenses	1,931,052	1,811,803	941,179	379,841	626,869
7706: Workers Comp Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**(1,663,070)**	**393,727**	**801,898**	**656,385**
7707: General Liability Fund	100: General Purpose All Departments	Total Revenues	3,066,787	2,541,797	1,489,453	1,343,493	1,203,463
7707: General Liability Fund	100: General Purpose All Departments	Beginning Fund Balance	(44,265)	-	-	-	-
7707: General Liability Fund	100: General Purpose All Departments	Total Expenses	3,066,787	2,410,705	1,683,277	1,373,264	1,107,665
7707: General Liability Fund	**100: General Purpose All Departments**	**Net Balance**	**0**	**131,092**	**(193,824)**	**(29,771)**	**95,799**
9002	000: No Department	Total Revenues	-	726,103	0	0	0
9002	**000: No Department**	**Net Balance**	**-**	**726,103**	**0**	**0**	**0**

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2024-2025	2024-2025	% Utilization	2023-2024	2022-2023	2021-2022
D10: Administration Department						
41000: Taxes	37,752,634	23,314,243	62%	38,254,057	32,860,078	34,900,889
42000: License and Permits	205,000	240,513	117%	204,862	221,008	181,056
43000: Total Fines Forfeitures and Penalties	21,685	14,811	68%	19,677	16,848	27,093
44000: Interest	45,000	151,489	337%	303,164	242,825	167,564
45000: State Revenue	7,534,507	49,596	1%	3,062,391	12,053,900	276,454
46000: Federal Revenue	1,466,115	1,546,531	105%	3,285,952	4,300,295	3,054,928
47000: Fees For Services	115,250	104,479	91%	145,601	126,467	107,740
48000: Miscellaneous Revenue	5,949,588	3,981,558	67%	5,813,899	5,467,833	4,998,818
49000: Transfer In	10,002,711	1,436,995	14%	4,523,084	4,480,318	2,755,282
49999: Beginning Fund Balance	-2,050,907	-	-	-	-	-
Revenue: Total Revenues	**61,041,583**	**30,840,215**	**51%**	**55,612,688**	**59,769,573**	**46,469,824**
50000: Salaries and Benefits	5,494,286	4,017,754	73%	4,904,098	5,116,288	7,436,650
60000: Operating Expense	10,274,580	6,527,648	64%	10,053,595	26,166,154	4,270,783
70000: Fixed Assets	2,814,314	1,453,060	52%	3,111,440	576,816	897,516
80000: Transfers and Appropriations for Contingencies	6,286,016	4,335,600	69%	3,109,163	6,412,733	1,980,451
90000: Appropriations for Reserves and Contingencies	1,524,046	-	-	-	-	-
Expense: Total Expenses	**26,393,242**	**16,334,062**	**62%**	**21,178,296**	**38,271,991**	**14,585,400**
Net Balance	**34,648,341**	**14,506,153**	**42%**	**34,434,393**	**21,497,582**	**31,884,424**
D11: Assessor/Recorder Department						
41000: Taxes	-	-	-	-	1,633	-
44000: Interest	5,400	5,209	96%	10,499	8,247	5,043
47000: Fees For Services	171,000	85,243	50%	125,888	126,192	191,554
48000: Miscellaneous Revenue	1,562	257	16%	8,565	-108	-83
49000: Transfer In	37,587	37,587	100%	123,400	123,400	98,400
49999: Beginning Fund Balance	368,858	-	-	-	-	-
Revenue: Total Revenues	**584,407**	**128,296**	**22%**	**268,352**	**259,364**	**294,914**
50000: Salaries and Benefits	1,388,564	1,051,973	76%	1,254,362	1,182,961	1,088,601
60000: Operating Expense	244,753	172,982	71%	342,248	197,844	125,519
70000: Fixed Assets	259,044	40,656	16%	0	162,625	171,969
80000: Transfers and Appropriations for Contingencies	71,590	61,731	86%	150,823	27,682	12,032
Expense: Total Expenses	**1,963,951**	**1,327,342**	**68%**	**1,747,433**	**1,571,112**	**1,398,121**
Net Balance	**-1,379,544**	**-1,199,046**	**87%**	**-1,479,081**	**-1,311,748**	**-1,103,207**
D12: Auditor Department						
41000: Taxes	1,000	3,321	332%	32,093	7,178	8,161
44000: Interest	4,800	5,292	110%	22,110	14,802	7,863
47000: Fees For Services	110,080	76,415	69%	112,199	86,017	95,094

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual vs. Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
48000: Miscellaneous Revenue	-	0	-	140	102,892	0
49000: Transfer In	126,352	0	0%	85,038	88,899	788,165
Revenue: Total Revenues	**1,030,423**	**85,028**	**8%**	**251,580**	**299,788**	**899,283**
50000: Salaries and Benefits	1,356,542	924,726	68%	1,163,211	1,231,841	1,125,291
60000: Operating Expense	376,388	134,449	36%	366,887	223,684	1,084,607
70000: Fixed Assets	776,685	-	-	80,000	-	-
80000: Transfers and Appropriations for Contingencies	35,320	25,077	71%	575,223	28,549	717,095
Expense: Total Expenses	**2,544,935**	**1,084,252**	**43%**	**2,185,321**	**1,484,074**	**2,926,993**
Net Balance: Net Balance	**-1,514,512**	**-999,224**	**66%**	**-1,933,741**	**-1,184,286**	**-2,027,711**
D13: Board of Supervisors Department						
43000: Total Fines Forfeitures and Penalties	800	464	58%	997	564	906
44000: Interest	200	337	169%	524	306	137
48000: Miscellaneous Revenue	-	-	-	20	9	-
49999: Beginning Fund Balance	20,474	-	-	-	-	-
Revenue: Total Revenues	**21,474**	**801**	**4%**	**1,541**	**879**	**1,043**
50000: Salaries and Benefits	810,162	620,695	77%	761,694	747,561	655,493
60000: Operating Expense	147,684	104,511	71%	75,606	148,855	72,049
70000: Fixed Assets	-	-	-	-	22,269	-
80000: Transfers and Appropriations for Contingencies	31,790	25,483	80%	24,583	27,999	17,427
Expense: Total Expenses	**989,636**	**750,689**	**76%**	**861,883**	**946,685**	**744,969**
Net Balance	**-968,162**	**-749,888**	**77%**	**-860,342**	**-945,805**	**-743,926**
D14: County Counsel Department						
47000: Fees For Services	-	-	-	442	-	-
49000: Transfer In	50,000	-	-	57,472	74,376	32,728
Revenue: Total Revenues	**50,000**	**-**	**-**	**57,914**	**74,376**	**32,728**
50000: Salaries and Benefits	675,566	453,553	67%	689,062	695,511	639,418
60000: Operating Expense	66,383	32,413	49%	62,303	52,335	31,135
80000: Transfers and Appropriations for Contingencies	19,986	14,190	71%	16,165	15,326	19,660
Expense: Total Expenses	**761,935**	**500,156**	**66%**	**767,530**	**763,171**	**690,213**
Net Balance	**-711,935**	**-500,156**	**70%**	**-709,616**	**-688,796**	**-657,485**
D16: Treasurer Tax Collector County Clerk Department						
44000: Interest	9,363	58,247	622%	24,043	14,211	6,059
45000: State Revenue	152,179	689	0%	56,167	124,285	64,568
47000: Fees For Services	692,896	502,617	73%	3,486,289	724,790	652,135
48000: Miscellaneous Revenue	-	-250	-	-133	-154	-437
49000: Transfer In	25,000	26,320	105%	26,532	9,177	15,931
49999: Beginning Fund Balance	3,385,242	-	-	-	-	-

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2024-2025	2024-2025	% Utilization	2023-2024	2022-2023	2021-2022
Revenue: Total Revenues	**4,264,680**	**587,623**	**14%**	**3,592,898**	**872,308**	**738,256**
50000: Salaries and Benefits	931,306	711,398	76%	814,642	852,388	792,468
60000: Operating Expense	4,198,161	715,401	17%	742,412	737,110	802,937
70000: Fixed Assets	19,800	19,692	99%	-	25,000	-
80000: Transfers and Appropriations for Contingencies	46,906	39,197	84%	41,719	20,789	10,103
Expense: Total Expenses	**5,196,173**	**1,485,688**	**29%**	**1,598,773**	**1,635,287**	**1,605,509**
Net Balance	**-931,493**	**-898,065**	**96%**	**1,994,125**	**-762,980**	**-867,253**
D20: Planning Department						
44000: Interest	11,524	12,281	107%	12,073	9,785	1,810
45000: State Revenue	4,567,904	421,307	9%	884,371	688,794	175,003
46000: Federal Revenue	1,475,991	600,527	41%	137,765	727,021	-
47000: Fees For Services	315,324	134,929	43%	157,368	189,688	212,404
48000: Miscellaneous Revenue	37,500	63,307	169%	327,361	411,470	366
49000: Transfer In	50,920	50,920	100%	30,979	451,427	62,856
49999: Beginning Fund Balance	-1,155,835	-	-	-	-	-
Revenue: Total Revenues	**5,303,328**	**1,283,271**	**24%**	**1,549,917**	**2,478,185**	**452,439**
50000: Salaries and Benefits	2,355,338	1,610,217	68%	1,983,816	1,806,468	1,689,963
60000: Operating Expense	4,229,425	564,796	13%	1,233,678	1,732,114	615,324
70000: Fixed Assets	1,168,790	682,891	58%	851,327	344,262	-
80000: Transfers and Appropriations for Contingencies	155,910	118,864	76%	215,592	487,764	162,895
Expense: Total Expenses	**7,909,463**	**2,976,768**	**38%**	**4,284,413**	**4,370,607**	**2,468,182**
Net Balance	**-2,606,135**	**-1,693,497**	**65%**	**-2,734,497**	**-1,892,422**	**-2,015,743**
D21: Agricultural Commissioner Department						
45000: State Revenue	301,907	51,531	17%	309,343	340,309	287,980
47000: Fees For Services	21,000	15,314	73%	2,460	2,485	3,765
49000: Transfer In	10,000	10,000	100%	5,246	-	-
Revenue: Total Revenues	**332,907**	**76,845**	**23%**	**317,049**	**342,794**	**291,745**
50000: Salaries and Benefits	545,558	390,967	72%	471,402	442,965	358,135
60000: Operating Expense	188,410	106,724	57%	210,564	175,620	163,397
80000: Transfers and Appropriations for Contingencies	13,131	9,339	71%	9,382	7,067	3,745
Expense: Total Expenses	**747,099**	**507,030**	**68%**	**691,348**	**625,652**	**525,277**
Net Balance	**-414,192**	**-430,185**	**104%**	**-374,299**	**-282,858**	**-233,532**
D22: District Attorney Department						
43000: Total Fines Forfeitures and Penalties	600	352	59%	940	671	1,347
44000: Interest	1,530	-88	-6%	-1,000	-779	827
45000: State Revenue	139,000	100,865	73%	142,855	44,358	33,243
46000: Federal Revenue	547,777	235,749	43%	308,562	392,912	280,086

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual vs. Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
48000: Miscellaneous Revenue	-	-	-	33,395	25,316	3,581
49000: Transfer In	156,981	38,066	24%	31,899	47,024	104,213
49999: Beginning Fund Balance	11,022	-	-	-	-	-
Revenue: Total Revenues	**856,910**	**374,944**	**44%**	**516,652**	**509,502**	**423,297**
50000: Salaries and Benefits	1,900,823	1,317,609	69%	1,663,243	1,638,267	1,480,633
60000: Operating Expense	510,103	205,128	40%	332,699	291,450	343,698
70000: Fixed Assets	2,109	2,109	100%	7,483	22,778	-
80000: Transfers and Appropriations for Contingencies	41,221	29,010	70%	49,715	143,768	18,381
Expense: Total Expenses	**2,454,256**	**1,553,856**	**63%**	**2,053,140**	**2,096,263**	**1,842,712**
Net Balance	**-1,597,346**	**-1,178,912**	**74%**	**-1,536,488**	**-1,586,762**	**-1,419,415**
D23: Fire Department						
44000: Interest	500	1,239	248%	1,751	660	-
45000: State Revenue	542,387	751,205	138%	1,086,474	669,658	753,864
46000: Federal Revenue	64,204	-	-	64,204	62,402	-
47000: Fees For Services	1,000	666	67%	502	300	400
48000: Miscellaneous Revenue	-	-	-	28,427	-	-
49000: Transfer In	1,775,594	919,230	52%	546,850	-	-
49999: Beginning Fund Balance	102,927	-	-	-	-	-
Revenue: Total Revenues	**2,486,612**	**1,672,340**	**67%**	**1,728,208**	**733,020**	**754,264**
50000: Salaries and Benefits	884,427	606,682	69%	621,056	610,385	393,550
60000: Operating Expense	2,303,031	1,122,524	49%	2,602,835	1,687,837	1,508,249
70000: Fixed Assets	80,000	6,220	8%	930,339	381,294	-
80000: Transfers and Appropriations for Contingencies	65,322	47,295	72%	120,070	236,352	216,917
Expense: Total Expenses	**3,332,780**	**1,782,721**	**53%**	**4,274,300**	**2,915,868**	**2,118,715**
Net Balance	**-846,168**	**-110,381**	**13%**	**-2,546,092**	**-2,182,848**	**-1,364,452**
D24: Probation Department						
43000: Total Fines Forfeitures and Penalties	2,450	1,258	51%	2,503	1,231	2,559
44000: Interest	46,639	50,597	108%	95,831	54,648	19,558
45000: State Revenue	2,147,830	1,405,121	65%	2,396,290	2,638,702	1,791,374
46000: Federal Revenue	377,456	88,222	23%	55,966	88,569	99,574
47000: Fees For Services	50,000	17,405	35%	55,006	64,481	43,871
48000: Miscellaneous Revenue	-	0	-	-	4,634	125
49000: Transfer In	167,490	14,605	9%	85,764	69,217	106,335
49999: Beginning Fund Balance	3,490,482	-	-	-	-	-
Revenue: Total Revenues	**6,282,347**	**1,577,208**	**25%**	**2,691,360**	**2,921,483**	**2,063,395**
50000: Salaries and Benefits	3,048,538	1,980,913	65%	2,347,174	2,450,342	2,129,682
60000: Operating Expense	3,240,701	668,712	21%	900,499	627,686	496,850
70000: Fixed Assets	916,547	53,497	6%	86,569	100,611	52,042

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2024-2025	2024-2025	% Utilization	2023-2024	2022-2023	2021-2022
80000: Transfers and Appropriations for Contingencies	813,957	145,199	18%	1,157,183	681,876	555,505
90000: Appropriations for Reserves and Contingencies	300,000	-	-	-	-	-
Expense: Total Expenses	**8,319,743**	**2,848,321**	**34%**	**4,491,425**	**3,860,515**	**3,234,079**
Net Balance	**-2,037,396**	**-1,271,113**	**62%**	**-1,800,065**	**-939,032**	**-1,170,684**
D25: Sheriff Department						
42000: License and Permits	-	1,290	-	-	-	1,603
43000: Total Fines Forfeitures and Penalties	3,600	6,058	168%	7,961	6,160	7,970
44000: Interest	4,764	24,356	511%	29,970	5,194	4,801
45000: State Revenue	3,797,468	3,323,201	88%	3,540,950	3,012,082	2,620,173
46000: Federal Revenue	461,772	129,579	28%	175,609	262,153	142,578
47000: Fees For Services	23,050	39,021	169%	685	1,918	18,514
48000: Miscellaneous Revenue	50,000	56,541	113%	146,110	84,502	44,240
49000: Transfer In	2,818,608	1,413,955	50%	719,449	796,094	164,129
49999: Beginning Fund Balance	1,585,368	-	-	-	-	-
Revenue: Total Revenues	**8,744,630**	**4,994,001**	**57%**	**4,620,735**	**4,168,103**	**3,004,008**
50000: Salaries and Benefits	13,527,958	9,748,576	72%	12,840,451	12,204,870	11,182,967
60000: Operating Expense	6,407,718	2,418,131	38%	3,079,839	3,195,888	3,092,257
70000: Fixed Assets	543,076	325,497	60%	247,527	208,612	85,460
80000: Transfers and Appropriations for Contingencies	2,395,899	1,919,006	80%	2,196,346	1,621,389	723,704
90000: Appropriations for Reserves and Contingencies	100,000	-	-	-	-	-
Expense: Total Expenses	**22,974,651**	**14,411,210**	**63%**	**18,364,163**	**17,230,758**	**15,084,388**
Net Balance	**-14,230,021**	**-9,417,209**	**66%**	**-13,743,428**	**-13,062,655**	**-12,080,380**
D26: Child Support Services Department						
44000: Interest	1,000	9,295	930%	7,255	-	-
45000: State Revenue	225,066	163,148	72%	237,724	189,551	160,913
46000: Federal Revenue	434,872	274,632	63%	448,144	410,409	264,206
49000: Transfer In	1,120,846	362,193	32%	224,960	599,960	485,345
49999: Beginning Fund Balance	460,908	-	-	-	-	-
Revenue: Total Revenues	**2,242,692**	**809,268**	**36%**	**918,083**	**1,199,920**	**910,464**
50000: Salaries and Benefits	580,461	436,586	75%	492,983	495,212	490,286
60000: Operating Expense	126,407	7,891	6%	10,674	15,199	12,355
80000: Transfers and Appropriations for Contingencies	1,177,955	373,353	32%	282,764	676,858	551,277
Expense: Total Expenses	**1,884,823**	**817,830**	**43%**	**786,421**	**1,187,270**	**1,053,918**
Net Balance	**357,869**	**-8,562**	**-2%**	**131,662**	**12,650**	**-143,454**
D27: Building Department						
44000: Interest	7,000	5,894	84%	11,438	11,294	4,660
47000: Fees For Services	900,000	667,352	74%	865,304	861,198	891,510

	Adjusted Budget	Historical	Actual vs. Curr	Historical	Historical	Historical
	2024-2025	2024-2025	% Utilization	2023-2024	2022-2023	2021-2022
48000: Miscellaneous Revenue	11,000	1,676	15%	9,670	6,808	18,409
49000: Transfer In	-	-	-	42,251	142,251	142,251
49999: Beginning Fund Balance	358,319	-	-	-	-	-
Revenue: Total Revenues	**1,276,319**	**674,922**	**53%**	**928,663**	**1,021,551**	**1,056,831**
50000: Salaries and Benefits	758,887	655,458	86%	711,449	773,437	108,900
60000: Operating Expense	164,150	148,172	90%	169,397	119,486	57,481
80000: Transfers and Appropriations for Contingencies	353,282	195,234	55%	248,828	338,301	88,637
Expense: Total Expenses	**1,276,319**	**998,864**	**78%**	**1,129,674**	**1,231,224**	**255,018**
Net Balance	**0**	**-323,942**	**-**	**-201,011**	**-209,672**	**801,813**
D30: Public Works Department						
41000: Taxes	470,753	366,996	78%	591,910	546,622	502,383
43000: Total Fines Forfeitures and Penalties	83,000	73,152	88%	97,597	72,202	90,225
44000: Interest	161,905	214,779	133%	332,306	173,516	87,517
45000: State Revenue	20,392,661	5,485,324	27%	8,383,964	5,511,556	6,819,888
46000: Federal Revenue	19,035,035	2,884,926	15%	2,075,260	5,385,910	757,381
47000: Fees For Services	3,906,965	3,009,558	77%	3,491,142	3,301,711	3,273,726
48000: Miscellaneous Revenue	1,899,639	831,506	44%	1,439,431	3,727,252	2,420,436
49000: Transfer In	6,474,438	3,449,130	53%	7,823,535	9,428,657	5,302,709
49999: Beginning Fund Balance	11,980,117	-	-	-	-	-
Revenue: Total Revenues	**64,404,513**	**16,315,371**	**25%**	**24,235,145**	**28,147,426**	**19,254,266**
50000: Salaries and Benefits	10,245,975	7,194,279	70%	8,293,433	7,339,027	6,456,761
60000: Operating Expense	15,572,668	5,327,679	34%	7,540,518	7,462,516	6,050,105
70000: Fixed Assets	40,871,413	8,474,481	21%	9,068,912	7,359,462	9,950,534
80000: Transfers and Appropriations for Contingencies	3,819,190	803,121	21%	4,988,549	4,611,509	3,639,423
Expense: Total Expenses	**70,509,246**	**21,799,560**	**31%**	**29,891,412**	**26,772,514**	**26,096,822**
Net Balance	**-6,104,733**	**-5,484,189**	**90%**	**-5,656,267**	**1,374,912**	**-6,842,556**
D60: Library Department						
44000: Interest	5,000	6,310	126%	9,642	6,077	2,852
45000: State Revenue	66,193	73,723	111%	61,160	40,840	35,611
47000: Fees For Services	6,000	4,147	69%	4,296	6,811	3,393
48000: Miscellaneous Revenue	2,500	1,543	62%	3,508	-	-
49000: Transfer In	7,309	7,309	100%	-	-	-
49999: Beginning Fund Balance	374,594	-	-	-	-	-
Revenue: Total Revenues	**461,596**	**93,032**	**20%**	**78,606**	**53,728**	**41,857**
50000: Salaries and Benefits	567,250	430,223	76%	546,639	492,314	457,086
60000: Operating Expense	619,450	187,212	30%	259,123	217,906	181,403
80000: Transfers and Appropriations for Contingencies	21,976	17,743	81%	11,932	10,755	6,373
Expense: Total Expenses	**1,208,676**	**635,178**	**53%**	**817,693**	**720,975**	**644,862**

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual vs. Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
Net Balance	**-747,080**	**-542,146**	**73%**	**-739,087**	**-667,247**	**-603,005**
D61: University of California Cooperative Extension Department						
50000: Salaries and Benefits	223,475	169,386	76%	199,194	219,840	168,699
60000: Operating Expense	63,550	46,225	73%	59,405	36,880	33,056
80000: Transfers and Appropriations for Contingencies	6,502	4,623	71%	4,318	48,526	1,930
Expense: Total Expenses	**293,527**	**220,234**	**75%**	**262,917**	**305,245**	**203,685**
Net Balance	**-293,527**	**-220,234**	**75%**	**-262,917**	**-305,245**	**-203,685**
D99: Health and Human Services Department						
43000: Total Fines Forfeitures and Penalties	11,555	9,884	86%	13,350	9,970	12,862
44000: Interest	-29,514	-54,501	185%	-66,692	-25,614	-12,008
45000: State Revenue	46,119,343	21,031,003	46%	28,001,564	26,778,954	25,043,550
46000: Federal Revenue	10,069,513	4,871,305	48%	7,244,313	6,765,875	6,044,970
47000: Fees For Services	801,621	450,554	56%	830,233	1,022,654	528,445
48000: Miscellaneous Revenue	1,661,827	929,605	56%	639,469	723,794	1,118,852
49000: Transfer In	35,049,604	15,173,202	43%	32,394,558	31,074,386	24,418,347
49999: Beginning Fund Balance	-3,989,679	-	-	-	-	-
Revenue: Total Revenues	**89,694,270**	**42,411,052**	**47%**	**69,056,793**	**66,350,020**	**57,155,018**
50000: Salaries and Benefits	26,649,119	16,585,715	62%	19,943,462	19,956,568	18,824,134
60000: Operating Expense	24,200,002	13,401,278	55%	18,703,030	16,950,874	11,697,005
70000: Fixed Assets	2,422,552	552,475	23%	1,432,438	454,064	336,803
80000: Transfers and Appropriations for Contingencies	37,046,563	15,402,088	42%	34,002,615	32,775,514	26,337,067
Expense: Total Expenses	**90,318,236**	**45,941,556**	**51%**	**74,081,545**	**70,137,020**	**57,195,009**
Net Balance	**-623,966**	**-3,530,504**	**566%**	**-5,024,752**	**-3,787,000**	**-39,991**

Account	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
41000: Taxes	**38,224,387**	**23,684,560**	**62%**	**38,878,060**	**33,415,511**	**35,411,433**
42000: License and Permits	**205,000**	**241,803**	**118%**	**204,862**	**221,008**	**182,659**
43000: Total Fines Forfeitures and Penalties	**123,690**	**105,979**	**86%**	**143,024**	**107,646**	**142,962**
44000: Interest	**275,111**	**490,736**	**178%**	**792,914**	**515,172**	**296,682**
45000: State Revenue	**85,986,445**	**32,856,713**	**38%**	**48,163,253**	**52,092,989**	**38,062,621**
46000: Federal Revenue	**33,932,735**	**10,631,471**	**31%**	**13,795,775**	**18,395,546**	**10,643,723**
47000: Fees For Services	**7,114,186**	**5,107,700**	**72%**	**9,277,415**	**6,514,712**	**6,022,553**
48000: Miscellaneous Revenue	**9,613,616**	**5,865,743**	**61%**	**8,449,862**	**10,554,248**	**8,604,307**
49000: Transfer In	**57,873,440**	**22,939,512**	**40%**	**46,721,018**	**47,385,186**	**34,476,691**
49999: Beginning Fund Balance	15,730,081	-	-	-	-	-
51111: Regular salaries and wages	38,733,911	25,883,258	67%	32,554,083	31,119,845	28,603,586
51112: Extra Help	2,192,263	1,298,959	59%	1,586,074	1,791,314	1,573,385
51113: USFS Patrol Extra Help	-	-	-	-	-	28,971
51114: Volunteer Fire Personnel	150,000	110,087	73%	6,312	144,495	101,912
51115: Overtime	852,673	669,492	79%	926,412	1,409,304	856,095
51116: Overtime Straight to Extra Straight Hours	11,832	14,745	125%	33,394	48,497	41,070
51201: FLSA Adjustment	50	-	-	0	-	4,703
51202: Longevity Pay	278,058	225,963	81%	267,399	289,606	253,443
51204: Confidential Stipend	32,055	23,724	74%	31,844	30,570	27,038
51205: Out of Class Pay	34,000	80,448	237%	95,430	56,098	167,469
51207: Standby Call Back Pay	181,110	131,115	72%	180,593	227,976	144,093
51208: Shift Differential	50,400	49,322	98%	56,170	52,561	49,224
51209: Out of Area Pay	2,400	1,800	75%	2,167	1,200	1,200
51211: Post Certificate Pay	196,303	176,575	90%	202,813	205,173	174,907
51212: Field Training	20,000	11,311	57%	16,887	16,529	18,589
51213: Uniform Allowance	73,260	53,402	73%	72,583	70,559	66,982
51214: Professional Engineer Certificate Incentive Pay	14,119	10,673	76%	12,883	12,387	11,791
51215: Incentive Pay - PERS	168,827	129,397	77%	162,004	210,363	217,508
51217: Training Pay Premium	-	1,753	-	-	-	-
52101: Retirement - Employer	5,086,979	3,356,581	66%	4,234,849	4,277,242	7,266,648
52102: Unfunded Liability Payment Total	6,319,390	4,893,543	77%	5,506,451	5,380,891	4,746,157
52104: GASB 68 Net Pension Liability Expense	-	-	-	-	-	-121,750
52105: CALPERS Replacement Benefit Plan	-	-	-	-	-	1,122
52201: Medical - Active Employees	6,206,453	3,897,876	63%	4,264,743	3,962,740	3,754,380
52202: Dental - Active Employees	374,644	257,540	69%	362,515	374,823	308,622
52203: Vision - Active Employees	70,981	48,914	69%	65,201	64,051	49,586
52204: Fiduciary fund aggregate benefits	-	0	-	0	0	0
52205: Life Insurance	25,753	16,131	63%	21,439	20,693	18,942
52206: Cash Cafeteria Plan	1,050,241	1,070,208	102%	1,099,093	1,107,608	1,015,416
52207: GASB 75 Net OPEB Liability	-	-	-	-	-	-671,065
52208: Medical Insurance Administrative Fee	26,056	13,065	50%	17,699	13,873	8,432

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
52209: Group Health for Retirees Expense	2,582,214	1,859,686	72%	2,271,319	2,093,268	1,972,929
52301: Social Security Total	2,580,329	1,758,287	68%	2,153,834	2,103,887	1,905,468
52302: Medicare Total	639,536	434,350	68%	530,322	527,797	472,840
52303: SDI Total	456,791	298,376	65%	325,546	317,445	328,342
52401: Accrued Benefits	1,011,575	263,216	26%	331,500	209,519	92,711
52501: Workers Compensation	-	0	-	0	0	0
52502: Group Health for Retirees	2,522,032	1,823,750	72%	2,213,999	2,036,568	1,929,060
52503: Unemployment	-	43,163	-	95,813	79,360	58,907
60101: Uniforms / Clothing	81,975	57,448	70%	64,659	92,207	84,587
60102: Food	32,828	22,731	69%	24,029	241,814	208,274
60103: Safety Equipment	834,305	258,434	31%	323,106	453,870	349,510
60104: Volunteer Stipend	25,000	10,720	43%	18,520	22,470	28,580
60105: Employee Appreciation	7,500	3,521	47%	12,762	19,538	6,183
60106: Pre-Employment and Qualification Testing Expenses	13,196	11,981	91%	11,161	12,704	4,330
60107: CalPERS Fees and Penalties	1,500	1,131	75%	31	569	56
60111: Training and Seminars	620,673	188,191	30%	380,743	267,545	263,443
60112: Post Training	39,000	20,743	53%	16,354	27,188	22,670
60113: Training In Service	28,000	-	-	7,066	-	1,410
60115: STC Training - Probation	9,871	6,478	66%	9,639	9,685	8,720
60116: STC Training - Jail	30,154	12,577	42%	9,420	4,180	3,083
60121: Meals	75,751	32,146	42%	58,446	71,538	26,204
60122: Lodging	195,939	115,901	59%	200,866	177,019	82,138
60123: Mileage	52,370	28,391	54%	39,374	25,055	17,074
60124: Transportation - Employee	29,003	19,212	66%	29,251	31,171	12,403
60125: Employee Expense Report Over/Short	-	24	-	326	1	-
60131: Maintenance - Equipment	777,142	660,121	85%	1,002,095	684,708	525,219
60132: Maintenance - Buildings and Improvements	769,673	192,744	25%	292,808	306,615	356,885
60151: Medical Supplies	10,189	4,050	40%	12,897	11,042	8,870
60152: Emergency Response Supplies	37,152	5,150	14%	15,912	49,285	23,474
60153: Special Departmental Supplies	445,822	190,331	43%	214,508	275,377	258,650
60154: Jury and Witness Expense	25,000	4,618	18%	19,469	18,615	15,070
60155: Small Tools	60,785	45,331	75%	60,186	45,900	36,394
60156: Materials	589,585	219,035	37%	488,781	432,656	465,865
60157: Ammunition	25,150	5,000	20%	4,993	7,751	7,124
60181: Medical and Laboratory Expenses	514,277	342,323	67%	592,987	505,410	811,865
60191: Memberships	194,605	162,726	84%	167,907	173,827	143,971
60201: Miscellaneous Expense	13,133,694	92,343	1%	121,134	1,098,673	708,507
60211: Copy Machine Expense	127,663	109,444	86%	154,445	169,346	166,261
60212: Printing Expenses	14,602	10,167	70%	22,991	26,221	25,388
60213: Office Supplies	448,513	199,315	44%	376,067	415,845	341,118
60214: Postage	125,181	104,067	83%	113,807	133,185	46,319
60215: Janitorial Supplies	135,010	61,480	46%	105,013	102,001	106,600
60216: Storage - File, Furniture, and Equipment	10,750	65,760	612%	18,920	18,639	9,865

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
60241: Workers Compensation	600,000	334,869	56%	429,770	159,360	162,156
60242: Workers Compensation Fund Assessment	28,052	25,398	91%	7,494	7,846	17,608
60243: Workers Compensation Administration	85,000	86,343	102%	63,333	81,984	99,104
60244: Excess Workers Compensation	307,000	296,038	96%	292,054	13,635	214,177
60245: Worker's Compensation Bill Review and Medical Management	-	14,000	-	21,000	19,250	22,750
60251: General Liability and Property	200,000	1,736,648	868%	1,230,161	878,971	112,890
60252: Liability Insurance Premium	1,586,052	10,118	1%	14,418	13,132	629,944
60253: Liability Insurance Administration	14,000	11,067	79%	19,313	16,673	12,648
60261: Unemployment Insurance	-	44,460	-	115,549	82,062	68,635
60271: Special Departmental Insurance	126,955	101,930	80%	94,401	91,462	76,377
60281: Pollution Insurance	15,000	6,582	44%	21,715	16,303	20,722
60301: General Professional Services	9,246,206	1,806,708	20%	5,392,513	23,718,131	1,980,871
60302: Design, Architectural, Engineering	94,767	248,971	263%	571,244	766,399	3
60303: Accounting and Auditing Services	79,156	80,658	102%	111,868	11,274	121,136
60304: Fire Management	1,620,536	552,795	34%	1,871,062	1,108,798	1,110,869
60305: Technical Services	282,935	157,117	56%	262,595	106,523	56,535
60306: Appraisal and Land Acquisition Services	-	-	-	6,100	23,697	14,100
60307: Facilities Maintenance Services	223,536	117,544	53%	195,994	49,692	25,807
60308: Law Enforcement Services	55,000	29,666	54%	66,601	95,657	22,660
60309: Emergency Operations Services	381,250	261,656	69%	394,465	87,002	41,893
60311: Transportation Services	503,613	72,563	14%	526,811	540,900	311,210
60312: Agricultural Commissioner Services	14,000	14,804	106%	92,492	47,179	80,860
60313: Landfill Services	227,000	283,061	125%	219,649	229,238	130,804
60314: Vehicle Repair Services	137,603	166,514	121%	107,611	177,147	183,845
60315: Laboratory Services	2,000	505	25%	4,089	1,564	10,541
60317: Library Services	90,000	3,500	4%	87,885	1,966	2,398
60318: Legal Services	2,485,659	1,394,598	56%	1,544,397	1,119,217	963,185
60319: Employee Relations Legal Professional Services	170,000	142,108	84%	55,950	91,249	16,251
60321: Hazardous Material Disposal Services	25,025	3,997	16%	3,781	40,308	5,898
60322: Mutual Aid Law Enforcement	10,000	-	-	-	723	3,300
60323: Recruitment Services	16,000	-	-	11,144	26,075	275
60351: Fees and Permits	186,100	155,769	84%	161,902	158,163	149,257
60361: General Taxes and Assessments	161,051	104,708	65%	167,742	141,725	150,428
60362: Sales Tax Remittance	-	0	-	0	0	0
60363: Property Tax Remittance	-	0	-	0	0	0
60364: Sales Tax Remittance - Measure O	-	0	-	0	0	-
60371: Bank Fees	13,190	10,008	76%	13,352	10,810	10,205
60372: Investment Charges	38,500	30,005	78%	38,104	36,842	39,791
60381: Publications and Legal Notices	99,017	58,374	59%	85,804	67,908	73,460
60391: Rents and Leases - Equipment	332,578	205,042	62%	134,380	265,667	221,538
60392: Rents and Leases - Buildings	2,139,134	1,769,353	83%	2,086,584	1,660,684	1,613,403
60411: Telephone and Internet	645,015	415,105	64%	498,380	501,967	495,001
60412: Propane	133,871	70,426	53%	89,395	155,199	129,344

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
60413: Water and Sewer	200,150	137,021	68%	185,773	166,430	158,038
60414: Electricity	911,306	725,638	80%	922,701	799,464	736,552
60415: Garbage Disposal	79,213	86,834	110%	101,565	167,640	57,428
60421: Equipment Technology	2,350,284	204,743	9%	440,655	460,024	280,705
60422: Equipment General	7,800	41,010	526%	-	-	-
60431: Software	2,492,716	2,059,184	83%	2,175,268	1,900,773	1,249,701
60441: Fuel	974,514	500,523	51%	840,633	868,691	712,138
60451: Debt Issuance	686,364	-	-	-	675,543	-
60452: Retiring Long Term Debt	766,972	664,281	87%	691,207	523,777	425,000
60453: Capital Lease Principal	54,157	36,743	68%	319,542	65,102	854,547
60454: Capital Lease Interest	10,653	7,874	74%	39,547	12,748	29,456
60455: Interest Expense	268,901	222,212	83%	342,877	241,486	272,334
60501: Client - Assistance Payments	5,151,891	3,747,445	73%	4,816,021	4,034,323	3,026,059
60502: Client - Overpayment Refunds	-	3,972	-	-	132	1,175
60503: Client - Community Safety Services	37,100	-	-	5,099	16,572	5,932
60504: Client - Coroner Transports	15,000	7,845	52%	11,170	10,490	13,380
60505: Client - Community Economic Development Contributions	97,127	0	0%	90,918	287,628	198,647
60506: Client - CRV California Refund Value Recycling	360,000	225,393	63%	278,468	295,277	333,300
60507: Client - Community Partners Contributions	1,195,321	525,668	44%	824,763	573,844	390,981
60508: Client - Community Education and Engagement	663,373	234,006	35%	317,906	722,664	484,735
60509: Client - Advisory Board and Commission Expenses	20,090	6,339	32%	9,242	24,154	5,662
60511: Client - IHSS MOE	857,590	643,192	75%	755,888	792,889	762,393
60512: Client - Subsidized Employment	90,000	-	-	61,596	88,315	18,673
60513: Client - Respite Care	5,000	2,715	54%	2,248	135	1,005
60514: Client - Animal Caretaking	78,500	2,749	4%	4,608	4,001	18,736
60515: Client - Childcare	225,284	141,665	63%	233,185	126,560	75,647
60516: Client - Document Fees Paid	7,882	8,586	109%	27,566	79,133	7,185
60517: Client - Incentives	27,449	13,484	49%	9,201	4,472	43,533
60518: Client - Clothing	55,292	32,688	59%	51,841	31,382	157,109
60519: Client - Contracted Program Costs	2,147,196	1,487,468	69%	2,295,284	1,453,084	1,052,757
60521: Client - Education	24,478	16,144	66%	34,052	22,973	53,704
60522: Client - Emergency Support	27,174	30,849	114%	38,069	288,331	4,101
60523: Client - Child Enrichment Activities	14,902	12,753	86%	20,025	15,019	9,474
60524: Client - Food	422,089	240,376	57%	335,117	106,065	73,362
60526: Client - Catered Food	185,155	103,136	56%	129,370	89,420	47,275
60525: Client - Community Youth Sports Donations	-	-	-	7,000	7,000	-
60527: Client - Assistance Collections Settlement	2,453	725	30%	1,382	-	0
60528: Client - Work Program Expense	18,500	1,930	10%	4,346	4,204	2,617
60531: Client - Household Goods	69,148	24,753	36%	47,770	53,206	16,745
60532: Client - Home Repairs	689,737	68,199	10%	42,634	129,785	54,546
60533: Client - Utilities	76,042	48,894	64%	64,930	70,720	14,920
60534: Client - Rent	905,490	561,368	62%	601,021	250,879	60,866
60535: Client - Temporary Housing	330,836	210,695	64%	390,895	598,416	201,743

	Adjusted Budget 2024-2025	Historical 2024-2025	Actual Vs Curr % Utilization	Historical 2023-2024	Historical 2022-2023	Historical 2021-2022
60536: Client - Moving and Storage	-	8,679	-	820	32,281	1,673
60541: Client - Medical Professionals	1,446,033	747,653	52%	1,277,137	1,123,382	996,824
60542: Client - Board and Care	879,880	187,126	21%	417,956	349,651	105,666
60543: Client - Treatment Facilities	1,383,402	988,569	71%	1,727,630	1,012,140	825,926
60544: Client - IMD Facilities	24,693	17,496	71%	25,254	24,530	48,698
60545: Client - Medications	269,064	34,594	13%	62,511	2,388	1,324
60546: Client - Lab Data Monitoring Services	146,200	46,691	32%	101,866	51,143	54,412
60547: Client - Medical Devices	-	120	-	6,188	966	3,879
60551: Client - Mileage Transport	75,000	66,625	89%	86,340	51,004	40,379
60552: Client - Fuel Transport	3,799	17,052	449%	5,639	4,306	2,988
60553: Client - Travel Transport	36,660	7,580	21%	10,683	7,701	25,445
60554: Client - Vehicle Repairs	2,000	6,444	322%	3,419	14,600	161
60599: Client - Clearing Account	-	-	-	-	375	-
60601: Labor Compensation Expense	1,120,078	693,038	62%	943,318	425,813	210,981
60621: County Vehicle Expense	3,046,967	1,895,076	62%	2,402,438	2,286,768	1,822,769
60701: Prior Period Adjustments	-	-	-	-	35,658	3,811
69999: Receivable from Employee – Calcard	0	-609	-	955	-48	3,125
70011: Land	550,000	400	0%	131,291	8,837	112,105
70111: Community and Office Buildings	8,526,562	1,251,650	15%	1,220,736	994,395	101,647
70112: Improvements	886,287	633,726	72%	519,475	649,884	-
70121: Fire Stations and Improvements	766,685	-	-	104,260	21,047	7,269
70131: Homelessness and Housing	375,000	-	-	193,710	-	-
70211: General Equipment	1,140,169	975,706	86%	1,046,984	634,673	180,744
70221: Technological Equipment	117,236	17,155	15%	6,692	388,327	318,854
70311: Roads and Bridges	13,706,735	1,236,575	9%	3,730,210	2,856,498	4,408,318
70321: Utility Infrastructure	4,777,405	741,807	16%	1,500,714	884,806	2,957,804
70331: Other Infrastructure	11,842,000	4,272,335	36%	2,969,268	187,503	938,610
70411: Staff Vehicles	2,008,959	1,656,993	82%	1,913,355	1,327,870	464,961
70412: Fire Vehicles	2,213,810	227,927	10%	813,953	1,013,864	91,119
70421: Heavy Equipment Vehicles	2,215,740	247,798	11%	1,145,911	405,148	710,428
70511: Software Fixed Assets	747,742	348,506	47%	519,476	284,375	694,370
70601: Construction in Progress	-	-	-	-	566	-
70901: Fixed Asset Clearing	-	-	-	-	-	508,095
80111: Transfer Out - General	38,632,370	17,161,144	44%	35,534,958	36,529,786	23,899,182
80211: Departmental Overhead Transfer	7,285,035	3,720,081	51%	6,136,196	6,546,242	6,124,891
80221: Cost Allocation Overhead Transfer	2,428,120	-	-	2,376,330	2,178,417	2,472,314
80231: General Insurance	2,994,414	1,931,884	65%	2,877,407	2,918,312	2,566,235
80301: Intergovernmental Transfer Out	1,062,577	753,044	71%	280,078	-	-
91001: Reserve Designation	1,125,224	-	-	-	-	-
92001: Contingency Designation	798,822	-	-	-	-	-
Expense: Total Expenses	**249,078,691**	**115,975,317**	**47%**	**169,467,686**	**176,126,230**	**132,673,873**
Net Balance	**0**	**-14,051,100**	**7,025,550,419%**	**-3,041,501**	**-6,924,212**	**1,169,758**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-147

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment to the Lease Agreement with Dianne Spear Hooton for Office Space, Increasing Compensation by $1,815; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Lease Agreement with Dianne Spear Hooton for Office Space, Increasing Compensation by $1,815; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County Human Resources and Technical Services staff occupy office space located at 4988 11th Street, which is across from the Government Center. The building owner has incurred significant increases in insurance rates in the last several years and has requested a $200 per month rental rate increase to offset a portion of those costs. The Amendment would result in a monthly rate of $5,243 for July-December of 2025, and a monthly rate of $5,374 for January-March of 2026, which includes the annual January $2.5% increase already specified in the current lease. The total cost increase would be $1,815 for the Lease Agreement term which ends in March of 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has leased a portion of this building since 2013 as office space for the Human Resources division. The current three-year lease is the first to include use of the entire building to accommodate not only Human Resources but also the Technical Services division that previously shared office space in the Sheriff's Dispatch building.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Lease Agreement Amendment, and do not share any of the owner's increased insurance cost burden.

FINANCIAL IMPACT

The increased lease cost will be included in the FY26 budget.

ATTACHMENTS

1. **SpearHooton Classic Prop Mgmt 1st Amendment to Lease Agreement**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

FIRST AMENDMENT TO A LEASE AGREEMENT

THIS FIRST AMENDMENT TO A LEASE AGREEMENT is made and entered into this 6th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "Lessee," and Dianne Spear Hooton, owner of the real property at 4988 11th Street, Mariposa, California, hereinafter referred to as "Lessor."

WHEREAS, Lessee and Lessor have heretofore entered into a Lease Agreement dated March 14, 2023, attached as Exhibit A,

WHEREAS, Lessee and Lessor desire to amend said Lease Agreement to change the compensation to be provided to Lessor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

Paragraph 3, "CONSIDERATION," is hereby amended to provide that an additional $1,815 is added to the Lease Agreement and to include this chart of rates for the remaining term:

Rent for Month of	Invoice Date (payments processed 1 month in advance)	Previous Rate	Amended Rate ($200 more/mo; includes 2.5% January increase)	Change to Agreement Total
July 2025	June 1, 2025	5,043	5,243	200
August 2025	July 1, 2025	5,043	5,243	200
September 2025	August 1, 2025	5,043	5,243	200
October 2025	September 1, 2025	5,043	5,243	200
November 2025	October 1, 2025	5,043	5,243	200
December 2025	November 1, 2025	5,043	5,243	200
January 2026	December 1, 2025	5,169	5,374	205
February 2026	January 1, 2026	5,169	5,374	205
March 2026	February 1, 2026	5,169	5,374	205
	Totals	45,765	47,580	1,815

Except as herein amended, the Lease Agreement dated March 14, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

LESSEE	LESSOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Dianne Spear Hooton Owner

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall
County Counsel

DocuSign Envelope ID: 20066D5C-9CB0-4820-8F52-D0E0B0FE9BBF

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the **County of Mariposa**, State of California, as of March 14, 2023, by and between **DIANNE SPEAR HOOTON**, hereinafter referred to as **LESSOR**, and the **COUNTY OF MARIPOSA**, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of the entirety of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 4988 11th Street and 4988 11th Street Suite B in Mariposa, California.

2. **TERM: LESSOR** agrees to lease the real property described above for a term of thirty-six (36) months commencing on April 1, 2023, and terminating on or before March 31, 2026. This lease is renewable thereafter as mutually agreed by **LESSOR** and **LESSEE**.

3. **CONSIDERATION:** For and in consideration of Four Thousand Eight Hundred

dollars ($4,800.00) per month, mailed to Classic Property Management, P.O. Box 2068, Mariposa, CA 95338. On January 1 of each year after 2023, the consideration shall be increased by an amount equal to two and one half percent (2.5%). **LESSEE** shall be responsible for all utilities in addition to this consideration.

4. **ENTIRE AGREEMENT:** This Lease 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 Lease Agreement and any exhibit, the terms of this Lease Agreement shall control.

5. **USE:** The **PREMISES** which are the subject of this Lease Agreement shall be used as office space for human resources, technical services, or similar administrative office uses. **LESSEE** hereby warrants that it will be used as such. Nothing in this Lease Agreement shall be interpreted as a prohibition against subleasing a portion of the **PREMISES** to other government entities for administrative office uses.

6. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

7. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have undergone inspection by a Certified Access Specialist (CASp).

   A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

8. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of **LESSOR**, which consent shall not be unreasonably withheld. **LESSEE** shall provide **LESSOR** with a copy of any agreements related to assignment, subletting or occupation of **PREMISES.** Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease Agreement shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

10. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the

PREMISES by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease Agreement and **LESSEE** may at its option terminate this Lease Agreement.

11. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease Agreement, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

12. **SURRENDER OF POSSESSION:** At the expiration of this Lease Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear accepted.

13. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

14. **INSURANCE:** **LESSEE** will provide insurance coverage as of the

commencement of this Lease and during any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the

a. **General Liability Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage. **LESSEE** shall name **LESSOR** as additionally insured with regard to the **PREMISES.**

15. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

16. **INSPECTION: LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

17. **TERMINATION PRIOR TO EXPIRATION:**

a. **LESSOR** shall have the right to terminate this Lease Agreement on the occurrence of any of the following events:
   i. The failure of **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease Agreement.
   ii. The abandonment of the **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

b. **LESSEE** and **LESSOR** shall have the right to terminate this Lease Agreement upon ninety (90) days written notice.

c. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Lease Agreement fails to appropriate sufficient funds to continue this Lease Agreement, this Lease Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

18. **BREACH:** In the event of breach of this Lease Agreement by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

19. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

20. **NOTICES:** Any notice to **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to:
Classic Property Management
P.O. Box 2068
Mariposa, CA 95338

21. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

22. **SUCCESSOR:** This Lease Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

LESSOR:

DocuSigned by:
04810B9B30494EA...

DIANNE SPEAR HOOTON
Owner

LESSEE: Mariposa County

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

MILES MENETREY
Board of Supervisors Chair

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-148

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Revisions and Renaming of the Alcohol and Drug Specialist I/II, Renamed Substance Use Disorder Counselor I/II, and Senior Alcohol and Drug Specialist, Renamed Senior Substance Use Disorder Counselor Classifications in the Health and Human Services Agency; Rescind the Alcohol and Drug Specialist III Classification, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve Revisions and Renaming of the Alcohol and Drug Specialist I/II, Renamed Substance Use Disorder Counselor I/II, and Senior Alcohol and Drug Specialist, Renamed Senior Substance Use Disorder Counselor Classifications in the Health and Human Services Agency; Rescind the Alcohol and Drug Specialist III Classification, Effective Immediately.

The Alcohol and Drug Specialist Classifications have not been revised for many years, although changes are necessary.

First, this agenda item seeks to remove the Alcohol and Drug Specialist III job description because it has not been used for at least four years. In addition to the Alcohol and Drug Specialist III classifications, Mariposa's community partners have absorbed some of the role's functions, and those remaining were incorporated into the Senior Alcohol and Drug Specialist classification.

Second, Alcohol and Drug counseling services require employees in these positions to have and maintain specific Substance Use Disorder (SUD) certificates to bill and to use the counselor title in the specialty area. The current job descriptions do not provide sufficient detail regarding which certificates are acceptable. As a result, the Alcohol & Drug Specialist I/II and Senior classifications have been revised to specify the accepted certificates, knowledge, skills, and abilities, and reasonable accommodation language has been included where necessary. Additionally, the classification titles have been revised to align with standard naming for substance abuse counseling classifications. Therefore, the following classifications will be renamed as follows:

Alcohol & Drug Specialist I/II renamed to Substance Use Disorder Counselor I/II; and
Senior Alcohol and Drug Specialist renamed to Senior Substance Use Disorder Counselor.Currently, two (2) allocations will be affected by this change; however, both allocations are vacant.

(Included with this agenda are the revised classifications and comparisons of changes.)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Alcohol and Drug Specialist I/II, III, and Senior classifications were created in May 2004 with Resolution 04-233. All Alcohol and Drug Specialists classifications were revised again in February 2006 with Resolution 06-73. In February 2007, the Alcohol and Drug Specialist I/II classification was revised for the second time with Resolution 07-69.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these actions as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Comparison of Revisions I&II**
2. **Comparison of Revisions - Senior**
3. **Substance Use Disorder Counselor I-II Job Description_DRAFT**
4. **Senior Substance Use Disorder Counselor Job Description_DRAFT**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

[Current] **ALCOHOL & DRUG SPECIALIST I / II**	*[Revised]* **SUBSTANCE USE DISORDER COUNSELOR I/II**
DEFINITION To assist in the development of and implementation of alcohol and drug counseling and prevention services for schools, community groups, parents, local government, the recovery community and private and public agencies and organizations; to serve as a community consultant, and to perform related duties and responsibilities as required. Alcohol & Drug Specialist I is the entry-level classification in this series. Initial assignments are limited in scope to well established procedures, predetermined methodology and well defined issues with predictable results. Incumbents are provided with progressively responsible assignments allowing them to gain the experience necessary to qualify for the journey level. Alcohol & Drug Specialist II is the journey or experienced level classification in this series. Incumbents are expected to work under limited supervision in providing daily counseling and related educational/prevention services in a wide variety of alcohol and drug related topics to individuals and the community.	**DEFINITION** Under general supervision, provides assessments, level of care evaluations, treatment planning, and services, and comprehensive counseling for clients with substance use disorders (SUD) to address use and dependency; provides community-based educational presentations; provides prevention services; and, as a member of a multidisciplinary treatment team provides case management consultation and input related to substance use and dependency in the Behavioral Health and Recovery Services Unit. *Substance Use Disorder Counselor I (Registered)* is the entry-level in this classification series. Initially, under close supervision, incumbents learn and perform routine substance use counseling and case management services. Assignments are limited in scope to well-established procedures, predetermined methodology, and well-defined issues with predictable results. Incumbents are provided with progressively responsible assignments, allowing them to gain the experience necessary to qualify for the advanced journey level. *Substance Use Disorder Counselor II (Certified)* is the journey or experienced level in this classification series. This level is distinguished from the Substance Use Disorder Counselor I in that the incumbents may be assigned lead work under limited supervision, with responsibilities for work coordination, and may be asked to plan, organize, and implement specialized treatment programs or prevention and intervention services.
SUPERVISION RECEIVED AND EXERCISED Receives supervision from the Alcohol and Drug Program Supervisor and/or lead direction from Senior Alcohol and Drug Specialists.	**SUPERVISION RECEIVED AND EXERCISED** Receives general supervision from assigned Supervising Behavioral Health Clinician and/or lead direction from a Senior Substance Use Disorder Counselor.

EXAMPLES OF ESSENTIAL FUNCTIONS	EXAMPLES OF ESSENTIAL FUNCTIONS
Maintains and manages a caseload of substance abuse clients. Plans and conducts individual and group sessions; discusses and evaluates individual and family behavioral, social and psychological issues which may effect participation. Conducts educational group sessions dealing with social, legal and community issues. Performs case management and counseling services with alcohol and drug clients. Coordinates and provides outreach alcohol and drug out-patient services at satellite clinics. Organizes and implements targeted drug prevention programs as assigned. Participates as a team member with other professional and technical program staff. May be expected to assume the day-to-day responsibility of the overall supervision and operation of the Alcohol and Drug Recovery Support Services Center. Maintains program participant records and prepares related reports, correspondence, documentation and data as required by local, state, and federal agencies. Develops and maintains community resources network and close working relationships with participating schools, businesses and local community organizations that interface with the Alcohol and Drug Program. Performs general office work as required, including copying and filing documents, attending meetings, sending and receiving faxes, entering and retrieving computer data, etc.	Maintains and manages a caseload of substance use disorder clients. Performs counseling services for substance use disorder clients, which can include planning and conducting individual and group counseling services to address substance use and dependency. Conducts initial screenings of potential clients by gathering and assessing relevant background information, evaluating the severity of client substance use, and determining the appropriate level of care. Formulates and implements treatment plans, including arranging and coordinating appropriate care for services and discharge plans. Maintains complete case files and prepares related reports, correspondence, documentation, and data as required by local, state, and federal agencies. Coordinates and provides outreach to the community, schools, local youth centers, and throughout the County as assigned. Assists in the organization and implementation of specialized community and youth substance use disorder prevention programs and services. Advocates for clients and participates as an active member of the treatment team with other professional and technical program staff. Develops and maintains community resources network and close working relationships with participating schools, Superior Court, businesses, and local community organizations that interface with the substance use disorder program. Attends training sessions, workshops, and meetings to enhance job knowledge and skills and maintain required certifications. Serves on various committees and task forces, as appropriate and/or assigned. Performs general office work as required, including copying and filing documents, attending meetings, sending and receiving faxes, entering and retrieving computer data, etc. Performs related duties as assigned.

	Substance Use Disorder Counselor II (In addition to the above) Assists in the planning, organization, and implementation of specialized community and youth substance use disorder prevention programs and services.
EMPLOYMENT STANDARDS **Knowledge of:** Pertinent federal, state and local laws, regulations and standards pertaining to substance abuse. Principles, procedures, techniques, and trends of counseling, treatment, and casework services. Basic knowledge of psychological and sociological aspects of alcohol and drug abuse dependency. Various treatment and recovery approaches, including individual, group and family counseling. Community resources, including community support groups, mental health, and social services agencies. Interviewing techniques. Report and business letter preparation techniques. Modern office practices and technology, including the use of computers for data processing and records management. English usage, spelling, grammar and punctuation. Safe work practices. Public / community relations techniques. *Alcohol and Drug Specialist II* (in addition to the above) Principles and techniques used in developing training materials using a variety of formats and media. Good knowledge of psychological and sociological aspects of alcohol and drug abuse dependency. Most current and effective substance abuse prevention and methods of instruction.	**EMPLOYMENT STANDARDS** ***Knowledge of:*** Pertinent federal, state, and local laws, regulations, and standards pertaining to substance use disorders. Principles, procedures, techniques, and trends of counseling, treatment, and casework services. Basic knowledge of psychological and sociological aspects of substance abuse and dependency. Various treatment and recovery approaches, including individual, group, and family counseling and crisis interventions. Substance abuse life cycle symptoms and behaviors. Alcohol and drug diagnoses and admission criteria for persons served in a specific program. Medications associated with medical alcohol and drug treatment and their effects. Community resources, including community support groups, behavioral health services, and social services agencies. Interviewing techniques to assess and evaluate service needs. Public relations techniques. Modern office practices and technology, including the use of computers for data processing and records management, report and business letter preparation techniques. Safe work practices. *Substance Use Disorder Counselor II (In addition to the above)* Principles and techniques used in developing training materials using a variety of formats and media. Knowledge of psychological and sociological aspects of substance use and dependency. Most current and effective substance abuse prevention and methods of instruction.

Ability to: Evaluate program participant needs. Establish and maintain effective working relationships with program participants, community agencies and co-workers. Perform a variety of alcohol and drug counseling and prevention assignments. Perform counseling on an individual/group basis, and with families. Organize data, develop information, and prepare clear, concise, comprehensive records and reports. Maintain the confidentiality of client information. Determine appropriate action in emergency or stressful situations. *Alcohol and Drug Specialist II* (in addition to the above) Develop and implement assessment and treatment plans alone or in a collaborative fashion. Plan, organize and conduct specialized alcohol and drug services.	***Ability to:*** Evaluate program participant needs and participant level of care needs. Establish and maintain effective working relationships with program participants, community agencies, and co-workers. Perform a variety of substance use counseling and prevention assignments. Perform counseling on an individual or group basis. Organize data, develop information, and prepare clear, concise, comprehensive records and reports. Maintain the confidentiality of client information. Determine appropriate action in emergencies or stressful situations. Develop and implement assessment and treatment plans alone or in a collaborative fashion. Plan, organize, and conduct specialized substance use disorder services.
TYPICAL WORKING CONDITIONS Work is normally performed in an office environment. Interaction with clients requires adaptability when confronted with emergency, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases.	**TYPICAL WORKING CONDITIONS** *Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions*. Work is normally performed in an office setting with continuous contact with staff and the public. Interaction with clients requires adaptability when confronted with emergencies, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases and may require travel to other County offices/locations.

TYPICAL PHYSICAL REQUIREMENTS Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move weights up to 25 pounds; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.	**TYPICAL PHYSICAL REQUIREMENTS** *Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.* Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Must be able to move and reposition items up to twenty-five (25) pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing.
MINIMUM QUALIFICATIONS **Experience:** *Alcohol and Drug Specialist I* One year of experience in a human services or mental health program that included ongoing client contact. *Alcohol and Drug Specialist II* Two years of increasingly responsible substance abuse and/or behavioral health counseling, education or prevention experience. **Education:** *Both Alcohol and Drug Specialist I and II:* Possession of an Associates Degree from an accredited college with major coursework in sociology, psychology, counseling or a closely related field. (or) Possession of a college certificate as an Alcohol and Drug Counselor.	**MINIMUM QUALIFICATIONS** ***Experience:*** *Substance Use Disorder Counselor I* One (1) year of experience in human services, substance abuse, and/or behavioral health program that includes ongoing client contact. *Substance Use Disorder Counselor II* Two (2) years of increasingly responsible substance abuse and/or behavioral health counseling, education, or prevention experience. ***Education:*** *Both Substance Use Disorder Counselor I and II* High School Diploma or GED equivalent. ***Substitution:*** *Both Substance Use Disorder Counselor I and II* Thirty (30) units of coursework in psychology, sociology, counseling, substance abuse, alcohol and drug abuse, or a related field may be substituted for one (1) year of experience, on a year-for-year basis.

Additional Requirements:	***Additional Requirements:*** *Substance Use Disorder Counselor I:* Must possess and maintain a valid Registered Alcohol and Drug Technician (RADT) certificate obtained through the California Consortium of Addiction Programs and Professionals (CCAPP). In place of the aforementioned certificate, verification of registration of a Registered Alcohol and Drug Technician (RADT) certificate will be accepted. Applicants must provide a valid Registered Alcohol and Drug Technician (RADT) certificate within 90 days of hire and remain certified while employed. *Substance Use Disorder Counselor II:* Must possess and maintain a valid certificate in one of the following Certified Alcohol and Drug/Substance Use Disorder Counselor Programs throughout employment: Substance Use Disorder Certified Counselor (SUDCC) obtained through the California Association of DUI Treatment Programs (CADTP), or; Certified Alcohol and Drug Counselor I (CADC) or higher, obtained through the California Consortium of Addiction Programs and Professionals (CCAPP) or; Certified Addiction Specialist (CADC-CAS) obtained through the California Consortium of Addiction Programs and Professionals (CCAPP) or; Internationally Certified Alcohol and Drug Counselor (ICADC) or higher obtained through the California Consortium of Addiction Programs and Professionals (CCAPP) *Both Substance Use Disorder Counselor I and II:* On a case-by-case basis, alcohol and drug counselor certifications recognized by the Department of Health Care Services (DHCS) and accredited by the National Commission for Certifying Agencies (NCCA) may be accepted.
Possession of a valid California driver's license under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.	Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential*

Possession of a valid California Class B license may be required. **This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.** Creation date: 05/04 (B/S Res. 04-233) Revision Date: 02/06 (B/S Res. 06-73); 02/07 (B/S Res. 07-69)	*functions pertaining to this or other essential functions of this classification.* ***This class specification lists the major duties and requirements of the job and is not all- inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.*** Creation date: 05/04 (B/S Res. 04-233) Revision Date: 02/06 (B/S Res. 06-73); 02/07 (B/S Res. 07-69)

[Current] **SENIOR ALCOHOL AND DRUG SPECIALIST**	*[Revised]* **SENIOR SUBSTANCE USE DISORDER COUNSELOR**
DEFINITION To plan, organize and implement specialized alcohol and drug services within the Alcohol and Drug Program; to maintain and manage a caseload of alcohol and drug outpatients; to develop and implement alcohol and drug prevention activities; to serve in a lead capacity over lower level alcohol and drug staff; and to perform related duties and responsibilities as required.	**DEFINITION** To plan, develop, organize, and implement specialized substance use disorder (SUD) services within the Behavioral Health and Recovery Services Program; to maintain and manage an outpatient substance use disorder caseload; to serve as a community consultant by developing and implementing substance abuse prevention activities; to serve in a lead capacity over lower-level substance use disorder staff; and to perform duties and responsibilities as assigned.
SUPERVISION RECEIVED AND EXERCISED Receives direction from the Alcohol and Drug Program Supervisor. Exercises lead direction over lower level alcohol and drug specialists as assigned.	**SUPERVISION RECEIVED AND EXERCISED** Receives direction from the assigned Supervising Behavioral Health Clinician. Exercise lead direction over Substance Use Disorder Counselor I/II or other substance use disorder staff as assigned.
EXAMPLES OF ESSENTIAL FUNCTIONS Plans, organizes, and implements specialized alcohol and drug services. Provides lead direction and technical assistance to lower level alcohol and drug staff as assigned. Maintains and manages a caseload of alcohol and drug outpatients. Develops and implements specific alcohol and drug prevention activities, as assigned, including community prevention and youth (Friday Night Live and Club Live, etc.) development services. Promotes alcohol and drug prevention measures with community and youth groups. Manages and acts as a liaison for Drug Court, Proposition 36, Penal Code 1000, or DUI First Offender, and SB 38 program activities as assigned. Assumes responsibility for alcohol/drug residential admissions. Organizes and serves as an instructor for male anger management classes. Works collaboratively with agencies/staff in the community that interface with the Alcohol and Drug Program, including Mental Health, Probation, Social Services, District Attorney, Public Defender and the Courts. Prepares and provides reports, medical records documentation, and data required by local, state, and federal agencies. Performs general administrative and office work as required, including preparing reports and correspondence, attending meetings, copying and filing documents, sending and receiving faxes, entering and retrieving computer data, etc.	**EXAMPLES OF ESSENTIAL FUNCTIONS** Plans, organizes, and implements specialized substance use disorder services. Maintains and manages a caseload of substance use disorder outpatient clients, including providing case management and counseling services. Advocates for clients and participates as an active member of the treatment team with other professional and technical program staff. Develops, implements, and promotes specialized community and youth substance use disorder prevention programs and services. Manages and acts as a liaison for Collaborative Court programs, as assigned. Assumes responsibility for substance use residential admissions. Organizes and serves as an instructor for anger management classes. Works collaboratively with agencies/staff in the community that interface with the substance use disorder program, including Behavioral Health, Probation, Human Services, District Attorney, Public Defender, and the Court. Maintains complete case files and prepares related reports, correspondence, documentation, and data as required by local, state, and federal agencies. Attends training sessions, workshops, and meetings to enhance job knowledge and skills and maintain required certifications. Serves on various committees and task forces, as appropriate and/or assigned. Provides lead direction and technical assistance to substance use disorder staff as assigned. Performs general office work as required, including copying and filing documents, attending meetings, sending and receiving faxes, entering and retrieving computer data, etc.

	Performs related duties as assigned.
EMPLOYMENT STANDARDS **Knowledge of:** Pertinent federal, state and local laws, regulations and standards pertaining to substance abuse. Principles of supervision, training, and work coordination. Principles, procedures, techniques, and trends of counseling, treatment, and casework services. Principles of alcohol and drug education. Principles of alcohol and drug prevention methodologies. Various treatment and recovery approaches, including individual, group and family counseling. Community resources, including community support groups, mental health, and social services agencies. Social aspects and characteristics of alcohol and other drug abuse. Interviewing techniques. Report and business letter preparation techniques. Modern office practices and technology, including the use of computers for data processing and records management. English usage, spelling, grammar and punctuation. Safe work practices. Public / community relations techniques.	**EMPLOYMENT STANDARDS** ***Knowledge of:*** Pertinent federal, state and local laws, regulations and standards pertaining to substance use disorder and Medication Assisted Treatment (MAT) services. Principles of supervision, training, and work coordination. Principles, procedures, techniques, and trends of counseling, treatment, and casework services. Basic knowledge of psychological and sociological aspects of substance abuse and dependency. Various treatment and recovery approaches, including individual, group and family counseling and crisis interventions. Principles of substance use disorder education and prevention methodologies. Community resources, including schools, community support groups, behavioral health services, and human services agencies. Medications associated with substance use disorder treatment and their effects. Substance abuse life cycle symptoms and behaviors, including the psycho-social impacts of substance use disorder. Substance abuse diagnoses and admission criteria for persons served in a specific program. Interviewing techniques to assess and evaluate service needs. Public relations techniques, including community organizing, health education, public speaking, and marketing. Modern office practices and technology, including the use of computers for data processing and records management, report and business letter preparation techniques. Safe work practices.
Ability to: Interpret, analyze and apply pertinent federal, state and local laws, rules, regulations, policies and procedures pertaining to substance abuse and prevention. Perform a variety of alcohol and drug counseling and prevention assignments. Plan, organize and conduct specialized alcohol and drug services. Perform skilled counseling on an individual/group basis, and with families. Develop and implement assessment and treatment plans alone or in a collaborative fashion.	***Ability to:*** Maintain the confidentiality of client information. Interpret, analyze and apply pertinent federal, state, and local laws, rules, regulations, policies and procedures pertaining to substance abuse and prevention. Plan, organize, and perform specialized substance use disorder counseling and prevention services for outpatient levels of care for youth and adults, individual, groups, and their families. Develop and implement assessment and care plans alone or in a collaborative fashion. Organize data, develop information, and prepare clear, concise, comprehensive records, and reports.

Organize data, develop information, and prepare clear, concise, comprehensive records and reports. Develop and maintain the confidence and cooperation of alcohol and drug clients and their families. Develop and maintain effective working relationships with co-workers and the general public. Maintain the confidentiality of client information. Assist in the selection, training, supervision and evaluation of subordinate staff. React quickly and calmly in emergency situations.	Develop and maintain the confidence and cooperation of substance use disorder clients and their families. Develop and maintain effective working relations with co-workers and the general public. Assist in the selection, training, supervision, and evaluation of subordinate staff. React quickly and calmly in emergencies or stressful situations.
TYPICAL WORKING CONDITIONS Work is normally performed in an office environment. Interaction with clients requires adaptability when confronted with emergency, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases.	**TYPICAL WORKING CONDITIONS** *Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions*. Work is normally performed in an office setting with continuous contact with staff and the public. Interaction with clients requires adaptability when confronted with emergencies, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases and may require travel to other County offices/locations.
TYPICAL PHYSICAL REQUIREMENTS Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move weights up to 25 pounds; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.	**TYPICAL PHYSICAL REQUIREMENTS** *Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.* Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Must be able to move and reposition items up to twenty-five (25) pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing.
MINIMUM QUALIFICATIONS **Experience:** Four years of increasingly responsible substance abuse and/or behavioral health counseling, education or prevention experience. **Education:** Graduation from an accredited college or university with a Bachelor's degree in social work, psychology, sociology, or a closely related field. **Substitution:** Additional qualifying experience can substitute for up to two years of the required education on a year for year basis.	**MINIMUM QUALIFICATIONS** ***Experience:*** Four (4) years of increasingly responsible substance abuse and/or behavioral health counseling, education or prevention experience. ***Education:*** Graduation from an accredited college or university with a Bachelor's degree in social work, sociology, psychology, counseling, substance abuse, alcohol and drug abuse, or a closely related field. ***Substitution:*** Thirty (30) units of coursework in psychology, sociology, counseling, substance abuse, alcohol and drug abuse, or a related field may be substituted for one (1) year of experience, on a year-for-year basis.

Additional Requirements: Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form. Must meet certification requirements of the Licensing and Certification Division of the State of California, Department of Alcohol and Drug Programs. **This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.** Creation date: 05/04 (B/S Res. 04-233) Revision Date: 02/06(B/S Res. 06-73)	***Additional Requirements:*** Must possess and maintain a valid certificate in one of the following Certified Alcohol and Drug/Substance Use Disorder Counselor Programs throughout employment: Substance Use Disorder Certified Counselor (SUDCC) obtained through the California Association of DUI Treatment Programs (CADTP), or; Certified Alcohol and Drug Counselor I (CADC), or higher, obtained through the California Consortium of Addiction Programs and Professionals (CCAPP), or; Certified Addiction Specialist (CADC-CAS) obtained through the California Consortium of Addiction Programs and Professionals (CCAPP); or; Internationally Certified Alcohol and Drug Counselor (ICADC) or higher obtained through the California Consortium of Addiction Programs and Professionals (CCAPP). On a case-by-case basis, alcohol and drug counselor certifications recognized by the Department of Health Care Services (DHCS) and accredited by the National Commission for Certifying Agencies (NCCA) may be accepted. Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.* ***This class specification lists the major duties and requirements of the job and is not all- inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.*** Creation date: 05/04 (B/S Res. 04-233) Revision Date: 02/06(B/S Res. 06-73)

SUBSTANCE USE DISORDER COUNSELOR I/II

DEFINITION

Under general supervision, provides assessments, level of care evaluations, treatment planning, and services, and comprehensive counseling for clients with substance use disorders (SUD) to address use and dependency; provides community-based educational presentations; provides prevention services; and, as a member of a multidisciplinary treatment team provides case management consultation and input related to substance use and dependency in the Behavioral Health and Recovery Services Unit.

Substance Use Disorder Counselor I (Registered) is the entry-level in this classification series. Initially, under close supervision, incumbents learn and perform routine substance use counseling and case management services. Assignments are limited in scope to well-established procedures, predetermined methodology, and well-defined issues with predictable results. Incumbents are provided with progressively responsible assignments, allowing them to gain the experience necessary to qualify for the advanced journey level.

Substance Use Disorder Counselor II (Certified) is the journey or experienced level in this classification series. This level is distinguished from the Substance Use Disorder Counselor I in that the incumbents may be assigned lead work under limited supervision, with responsibilities for work coordination, and may be asked to plan, organize, and implement specialized treatment programs or prevention and intervention services.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned Supervising Behavioral Health Clinician and/or lead direction from a Senior Substance Use Disorder Counselor.

EXAMPLES OF ESSENTIAL FUNCTIONS

Maintains and manages a caseload of substance use disorder clients.

Performs counseling services for substance use disorder clients, which can include planning and conducting individual and group counseling services to address substance use and dependency.

Conducts initial screenings of potential clients by gathering and assessing relevant background information, evaluating the severity of client substance use, and determining the appropriate level of care.

Formulates and implements treatment plans, including arranging and coordinating appropriate care for services and discharge plans.

Maintains complete case files and prepares related reports, correspondence, documentation, and data as required by local, state, and federal agencies.

Coordinates and provides outreach to the community, schools, local youth centers, and throughout the County as assigned.

Assists in the organization and implementation of specialized community and youth substance use disorder prevention programs and services.

Advocates for clients and participates as an active member of the treatment team with other professional and technical program staff.

Develops and maintains community resources network and close working relationships with participating schools, Superior Court, businesses, and local community organizations that interface with the substance use disorder program.

Attends training sessions, workshops, and meetings to enhance job knowledge and skills and maintain required certifications.

Serves on various committees and task forces, as appropriate and/or assigned.

Performs general office work as required, including copying and filing documents, attending meetings, sending and receiving faxes, entering and retrieving computer data, etc.

Performs related duties as assigned.

Substance Use Disorder Counselor II (In addition to the above)
Assists in the planning, organization, and implementation of specialized community and youth substance use disorder prevention programs and services.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state, and local laws, regulations, and standards pertaining to substance use disorders.

Principles, procedures, techniques, and trends of counseling, treatment, and casework services.

Basic knowledge of psychological and sociological aspects of substance abuse and dependency.

Various treatment and recovery approaches, including individual, group, and family counseling and crisis interventions.

Substance abuse life cycle symptoms and behaviors.

Alcohol and drug diagnoses and admission criteria for persons served in a specific program.

Medications associated with medical alcohol and drug treatment and their effects.

Community resources, including community support groups, behavioral health services, and social services agencies.

Interviewing techniques to assess and evaluate service needs.

Public relations techniques.

Modern office practices and technology, including the use of computers for data processing and records management, report and business letter preparation techniques.

Safe work practices.

Substance Use Disorder Counselor II (In addition to the above)
Principles and techniques used in developing training materials using a variety of formats and media.

Knowledge of psychological and sociological aspects of substance use and dependency.

Most current and effective substance abuse prevention and methods of instruction.

Ability to:
Evaluate program participant needs and participant level of care needs.

Establish and maintain effective working relationships with program participants, community agencies, and co-workers.

Perform a variety of substance use counseling and prevention assignments.

Perform counseling on an individual or group basis.

Organize data, develop information, and prepare clear, concise, comprehensive records and reports.

Maintain the confidentiality of client information.

Determine appropriate action in emergencies or stressful situations.

Develop and implement assessment and treatment plans alone or in a collaborative fashion.

Plan, organize, and conduct specialized substance use disorder services.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is normally performed in an office setting with continuous contact with staff and the public. Interaction with clients requires adaptability when confronted with emergencies, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases and may require travel to other County offices/locations.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Must be able to move and reposition items up to twenty-five (25) pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing.

MINIMUM QUALIFICATIONS

Experience:

Substance Use Disorder Counselor I
One (1) year of experience in human services, substance abuse, and/or behavioral health program that includes ongoing client contact.

Substance Use Disorder Counselor II
Two (2) years of increasingly responsible substance abuse and/or behavioral health counseling, education, or prevention experience.

Education:

Both Substance Use Disorder Counselor I and II
High School Diploma or GED equivalent.

Substitution:

Both Substance Use Disorder Counselor I and II
Thirty (30) units of coursework in psychology, sociology, counseling, substance abuse, alcohol and drug abuse, or a related field may be substituted for one (1) year of experience, on a year-for-year basis.

Additional Requirements:

Substance Use Disorder Counselor I:
Must possess and maintain a valid Registered Alcohol and Drug Technician (RADT) certificate obtained through the California Consortium of Addiction Programs and Professionals (CCAPP).

In place of the aforementioned certificate, verification of registration of a Registered Alcohol and Drug Technician (RADT) certificate will be accepted. Applicants must provide a valid Registered Alcohol and Drug Technician (RADT) certificate within 90 days of hire and remain certified while employed.

Substance Use Disorder Counselor II:
Must possess and maintain a valid certificate in one of the following Certified Alcohol and Drug/Substance Use Disorder Counselor Programs throughout employment:

> Substance Use Disorder Certified Counselor (SUDCC) obtained through the California Association of DUI Treatment Programs (CADTP), or;

Certified Alcohol and Drug Counselor I (CADC) or higher, obtained through the California Consortium of Addiction Programs and Professionals (CCAPP) or;

Certified Addiction Specialist (CADC-CAS) obtained through the California Consortium of Addiction Programs and Professionals (CCAPP) or;

Internationally Certified Alcohol and Drug Counselor (ICADC) or higher obtained through the California Consortium of Addiction Programs and Professionals (CCAPP)

Both Substance Use Disorder Counselor I and II:
On a case-by-case basis, alcohol and drug counselor certifications recognized by the Department of Health Care Services (DHCS) and accredited by the National Commission for Certifying Agencies (NCCA) may be accepted.

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 05/04 (B/S Res. 04-233)
Revision Date: 02/06 (B/S Res. 06-73); 02/07 (B/S Res. 07-69)

SENIOR SUBSTANCE USE DISORDER COUNSELOR

DEFINITION

To plan, develop, organize, and implement specialized substance use disorder (SUD) services within the Behavioral Health and Recovery Services Program; to maintain and manage an outpatient substance use disorder caseload; to serve as a community consultant by developing and implementing substance abuse prevention activities; to serve in a lead capacity over lower-level substance use disorder staff; and to perform duties and responsibilities as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the assigned Supervising Behavioral Health Clinician. Exercise lead direction over Substance Use Disorder Counselor I/II or other substance use disorder staff as assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Plans, organizes, and implements specialized substance use disorder services.

Maintains and manages a caseload of substance use disorder outpatient clients, including providing case management and counseling services.

Advocates for clients and participates as an active member of the treatment team with other professional and technical program staff.

Develops, implements, and promotes specialized community and youth substance use disorder prevention programs and services.

Manages and acts as a liaison for Collaborative Court programs, as assigned.

Assumes responsibility for substance use residential admissions.

Organizes and serves as an instructor for anger management classes.

Works collaboratively with agencies/staff in the community that interface with the substance use disorder program, including Behavioral Health, Probation, Human Services, District Attorney, Public Defender, and the Court.

Maintains complete case files and prepares related reports, correspondence, documentation, and data as required by local, state, and federal agencies.

Attends training sessions, workshops, and meetings to enhance job knowledge and skills and maintain required certifications.

Serves on various committees and task forces, as appropriate and/or assigned.

Provides lead direction and technical assistance to substance use disorder staff as assigned.

Performs general office work as required, including copying and filing documents, attending meetings, sending and receiving faxes, entering and retrieving computer data, etc.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, regulations and standards pertaining to substance use disorder and Medication Assisted Treatment (MAT) services.

Principles of supervision, training, and work coordination.

Principles, procedures, techniques, and trends of counseling, treatment, and casework services.

Basic knowledge of psychological and sociological aspects of substance abuse and dependency.

Various treatment and recovery approaches, including individual, group and family counseling and crisis interventions.

Principles of substance use disorder education and prevention methodologies.

Community resources, including schools, community support groups, behavioral health services, and human services agencies.

Medications associated with substance use disorder treatment and their effects.

Substance abuse life cycle symptoms and behaviors, including the psycho-social impacts of substance use disorder.

Substance abuse diagnoses and admission criteria for persons served in a specific program.

Interviewing techniques to assess and evaluate service needs.

Public relations techniques, including community organizing, health education, public speaking, and marketing.

Modern office practices and technology, including the use of computers for data processing and records management, report and business letter preparation techniques.

Safe work practices.

Ability to:

Maintain the confidentiality of client information.

Interpret, analyze and apply pertinent federal, state, and local laws, rules, regulations, policies and procedures pertaining to substance abuse and prevention.

Plan, organize, and perform specialized substance use disorder counseling and prevention services for outpatient levels of care for youth and adults, individual, groups, and their families.

Develop and implement assessment and care plans alone or in a collaborative fashion.

Organize data, develop information, and prepare clear, concise, comprehensive records, and reports.

Develop and maintain the confidence and cooperation of substance use disorder clients and their families.

Develop and maintain effective working relations with co-workers and the general public.

Assist in the selection, training, supervision, and evaluation of subordinate staff.

React quickly and calmly in emergencies or stressful situations.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is normally performed in an office setting with continuous contact with staff and the public. Interaction with clients requires adaptability when confronted with emergencies, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases and may require travel to other County offices/locations.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Must be able to move and reposition items up to twenty-five (25) pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing.

MINIMUM QUALIFICATIONS

Experience:

Four (4) years of increasingly responsible substance abuse and/or behavioral health counseling, education or prevention experience.

Education:

Graduation from an accredited college or university with a Bachelor's degree in social work, sociology, psychology, counseling, substance abuse, alcohol and drug abuse, or a closely related field.

Substitution:
Thirty (30) units of coursework in psychology, sociology, counseling, substance abuse, alcohol and drug abuse, or a related field may be substituted for one (1) year of experience, on a year-for-year basis.

Additional Requirements:
Must possess and maintain a valid certificate in one of the following Certified Alcohol and Drug/Substance Use Disorder Counselor Programs throughout employment:

Substance Use Disorder Certified Counselor (SUDCC) obtained through the California Association of DUI Treatment Programs (CADTP), or;

Certified Alcohol and Drug Counselor I (CADC), or higher, obtained through the California Consortium of Addiction Programs and Professionals (CCAPP), or;

Certified Addiction Specialist (CADC-CAS) obtained through the California Consortium of Addiction Programs and Professionals (CCAPP); or;

Internationally Certified Alcohol and Drug Counselor (ICADC) or higher obtained through the California Consortium of Addiction Programs and Professionals (CCAPP).

On a case-by-case basis, alcohol and drug counselor certifications recognized by the Department of Health Care Services (DHCS) and accredited by the National Commission for Certifying Agencies (NCCA) may be accepted.

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 05/04 (B/S Res. 04-233)
Revision date: 02/06(B/S Res. 06-73)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-149

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Vincent Kehoe, Assessor/Recorder
RE:	Approve an Agreement with Chase Merchant Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Chase Merchant Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

This agreement will allow the County Recorder to accept credit cards for the Recording of Documents and for the purchase of Recorded Documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The office of County Clerk/Tax Collector accepts credit cards for payments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Recorder will not be able to accept credit cards when implementing the new Tyler recording function.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CHASE_SUBMITTERMERCHANT_PPIG (1)

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant.

Paymentech, LLC, also known as Chase Merchant Services ("CMS", "we", or "us"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Chase"), is excited about the opportunity to join **Tyler Technologies, Inc** (referred to herein as "Submitter") in providing you, the Merchant signing below (hereinafter referred to as "you" or "Merchant") with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this "Agreement") contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the "Network Liabilities").

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

(a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from

your Transaction proceeds, we may debit your Settlement Account for such amounts ;
(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Data Security and Privacy

By signing below, you represent to us that you **do not** have access to any Account Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Account Information from Submitter. In the event that you do happen to receive Account Information in connection with the processing services provided by Submitter or CMS under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Network or applicable law and you will comply with all applicable Network Rules and Security Standards. If at any time you believe that Account Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must insure compliance with all Security Standards that are applicable to you and which may be published from time to time by the Network. If any Network requires an audit of you due to a Data Compromise Event or suspected event, you agree to cooperate with such audit. You may not use Account Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information as provided to you, or as specifically allowed by Network Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Account Information to third parties.

9. Definitions.

(a) "***Account Information***" is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include the Card account number, the bank account number, the card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.

(b) "***ACH***" means Automated Clearing House.

(c) "***Card***" means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.

(d) "***Chargeback***" is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.

(e) "***Chase***" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.

(f) "***CMS***", "***we***", "***our***", and "***us***" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.

(g) "***Customer***" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a

payment with you relating to a Transaction.

(h) "***Data Compromise Event***" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.

(i) "***ECP***" means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.

(j) "***Network***" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.

(k) "***Network Rules***" are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.

(l) "***Refund***" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

(m) "***Return***" means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.

(n) "***Security Standards***" are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

(o) "***Transaction***" is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.

(p) "***Transaction Receipt***" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:

- I am an owner, officer, partner or other authorized representative of the Merchant ("Authorized Representative"), duly authorized to:
  - enter into legally binding agreements on behalf of the Merchant;
  - execute and submit this document on behalf of Merchant;
  - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
  - investigate and verify the credit and financial information of Merchant, and
  - obtain credit reports on Merchant from time to time in connection with establishing Merchant's account and maintaining the Agreement.

If I have identified myself as an Owner of Merchant in this document, by signing below I authorize and instruct Chase Paymentech, Member, or their designee(s) to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified herein or in the Application, the Agreement, or any other document provided by me or Merchant in connection with any of the foregoing.

Merchant, intending to be legally bound, hereby agrees to the terms and conditions of the above Payment Processing Instructions and Guidelines.

Agreed and Accepted by:

MERCHANT LEGAL NAME

Legal Address

By (authorized signature)

By, Name, Title

Date

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Approve the Minutes for February 11th and 18th, and March 11th and 18th, 2025, Board of Supervisors Meetings

---

RECOMMENDATION AND JUSTIFICATION

Approve the Minutes for February 11th and 18th, and March 11th and 18th, 2025, Board of Supervisors Meetings

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and minutes remain in draft status.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CA021125-DRAFT**
2. **CA021825 - DRAFT**
3. **CA031125 - DRAFT**
4. **CA031825-DRAFT**

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 II Supervisor Poe, District IV Supervisor Kiser

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
FEBRUARY 11, 2025

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

Chair Smallcombe 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
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent agenda note. Public comment was received.

Public comment was received by Mike Brusa/Resident, who noted the emergency proclamation was still on the agenda and the provisions of the monopoly were skewed and inappropriate. Mr. Bruso noted that in a state of emergency the government will do things that would otherwise be unlawful based on their own laws. Mr. Brusa noted the government had hooked onto the stream of money regarding the homelessness issue and the issue had gotten worse. Mr. Brusa, noted when he first began attending the Board meetings there were about 70 to 80 homeless people, and it was not that big of an issue. Mr. Brusa, questioned when the emergency declaration would go away. Mr. Brusa further questioned why the item had still not been pulled from the consent agenda to be discussed. Mr. Brusa, stated it was the reason people questioned everything the government did.

Supervisor Poe commented on CA.1 requesting that the County Administrative Officer (CAO) provide some

education as to why the item had been ongoing for seven years. Supervisor Poe noted he believed the encampment area had been cleaned up. In response to Mr. Lynch, Supervisor Poe, questioned if there was a way within the County to alleviate the need for this resolution.

Joe Lynch/County Administrative Officer noted that going back to 2018 there was a court case, Martin vs. Boise that required counties to have a shelter. He noted an emergency shelter was set up by Health and Human Services (HHSA), that shelter was closed, and the Alliance picked up Connections, the homeless shelter for Mariposa County. He noted that the site was not permitted for that use, but the emergency proclamation put in place in 2018 allowed for the use of Connections. Mr. Lynch noted it was ongoing throughout California. Mr. Lynch noted that the county had looked at many locations to build a shelter, but the state had pulled funding. He noted CA.1 was to continue because the county does not have permanent shelter, and until then, that proclamation must remain in place as required by the state. In response to Supervisor Poe, Mr. Lynch noted they were working on a permanent shelter. Mr. Lynch noted it was never intended to take long, and they had been actively looking for properties. Mr. Lynch noted that in response to the state's budget crisis, everything went to a halt. He noted Amanda Brum from the Health and Human Services Agency had been actively looking for solutions. In response to Supervisor Poe, Mr. Lynch noted there was a shelter in the means of temporary housing spread throughout the county. Mr. Lynch noted there were counties that have a community center where they receive services and that was a goal. He noted the "No Place Like Home" grant got the county the Creekside Apartments. He noted there was another block grant that the county did not get that would have gotten a permanent shelter. Mr. Lynch noted the county was working on pulling funds and finding funds to complete the project. Mr. Lynch noted this proclamation allowed the county time to do that. In response to Supervisor Poe, Mr. Lynch noted if it were to be pulled it would put 40 people currently in housing back into the community.

Supervisor Smallcombe commented on CA.7, noting it was an opportunity for Chief Bernard to speak. Supervisor Smallcombe noted there was a dollar value on the item that was not the dollar value of the tablets, that was an allocated amount for projects. She noted the program with the tablets being asked for ties into government resources to be seen and located live. In response to Chief Bernard, Supervisor Smallcombe noted it would be a great help for resources to coordinate with each other and provide major support to facilitate operations coming to our area from all over the state.

Chris Bernard/Cal Fire Chief noted they wanted to purchase the equipment because, while they were able to receive messages on their phones, and had dispatchers and pagers, the new equipment would allow for a larger visual of information coming in. Chief Bernard noted having the iPad mounted up on the rig would assist with map visuals and communication. He noted the funding was for the iPads and installation and, on the backend, they would do the updates and software. Chief Bernard noted they would provide better dispatch and make it easier to locate fires. He noted that nearby counties were all building that equipment up, and so they would be able to interact with each other easier. Chief Bernard noted that in the future, they would be able to tie into the CAT System with CAL Fire to allow for everyone to be tied together.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve First Amendment to the Memorandum of Understanding (MOU) with The Regents of the University of California for the Prescribed Burn Association Coordinator; and Authorize the Board of Supervisors Chair to Sign the MOU

CA3. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in January of 2025

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January 2025

CA5. **Clerk of the Board**

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

CA6. **Health and Human Services Agency**

Approve First Amendment to the Agreement with California Department of Public Health (CDPH) for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Fire**

Approve Recommended Funding Proposals from the Secure Rural Schools (SRS) and Community Self-Determination Act of 2000

CA8. **Public Works**

Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for White Rock Road Bridge over Deadman Creek (40C0062); and Authorize the Board Supervisors Chair to Sign the Amendment

CA9. **Public Works**

Approve Fifth Amendment to the Agreement with Willdan Engineering to Extend the Term of the Agreement to December 31, 2027, for Indian Gulch Road over Bear Creek Bridge (40C0059); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Public Works**

Approve First Amendment to the Task Order No. 6 with the KPA Group for the Mariposa County Adult Detention Facility Heating, Ventilation, and Air Conditioning (HVAC) Replacement Phase II; Increase the Compensation by $32,680 for a New Amount Not to Exceed $184,660; Approve Budget Action Reducing General Fund Contingency and Increasing Sheriff Headquarters Fund ($32,680) (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

None.

DRAFT

F. Departmental Presentation

Kari Kisela/Visitor Center/Chamber of Commerce noted that on Thursday, February 13th, the Cinnamon Roll Shop would celebrate their first anniversary, and the Library would have a grown-up story hour for those 18 years and older. She noted Mother Lode Job training had monthly events, including a career café. She also noted other upcoming events, including Mariposa County's 175th Birthday, Smokin' Oaks BBQ and Twisted Cedar's Grand Opening, followed by Network at Night on the 21st of February. She noted Supervisor Kiser's Town Hall Meeting was to be held on February 24th. Ms. Kisela noted a survey was available to the public to share input about the Town Hall Meeting regardless of one's district. She noted nominations were open for the Chamber of Commerce Awards Dinner, tickets were available, and Wall of Fame Stars were available for purchase. In response to Supervisor Smallcombe, Ms. Kisela noted that Mother Lode Job training was now located at the Visitor Center, and on Thursday there would be a Career Café at Mariposa Safe Families, and on Friday they would be doing a Power Hour. Ms. Kisela also noted the Chamber of Commerce dinner was being held on March 22nd, the same day as Cowboy Day, at the History Museum.

Shannon Hansen/Public Works Director briefed the Board on the long-standing projects, including the Downtown Revitalization Project. Director Hansen noted the 6.8-million-dollar two-year project with George Reed was coming to a conclusion. She noted they were continuing to work on the signage and the lighting. She was hopeful it would be completed by the end of March, and about 30–60 days before everything would be completed with that grant. Director Hansen congratulated her team, Matt Hespenheide and Joan, who had been on the ground for the last two years. Director Hansen stated the three-million-dollar FEMA water grant provided for the construction of new water tanks at Woodland, Greely Hill, and Hornitos, and they should be online by fire season. Director Hansen noted the Woodland well was not producing as they would like, but they would be working to fix that. Director Hansen noted plans to replace the Midpines Fire Station well, as it had been compromised, noting the posted boil water notice in effect for parts of that community. Director Hansen noted the facility was closed, but the tanks were filled, and the well was operational. She noted Public Works had been working with the County Fire Department and partners, and they will be bringing an emergency item to the Board soon to replace the well. In response to Supervisor Poe, Director Hansen noted she would pass along the comment to local contractor Kieth Williams that the Greely Hill Tank project exceeded the supervisors' expectations, and everything had been done top-notch.

Abel Del Real-Nava/Assistant County Administrative Officer/Human Resources noted he wanted to take a moment to recognize the recent professional achievements of Robert Stark and Trista Lambert on receiving their newly earned credentials, which had been a significant milestone in the field of human resources. Mr. Del Real-Nava noted the certification was nationally recognized. He further noted the success strengthened the Human Resources Department and showed great professional growth.

Jacob Hawley/Visitor Center provided handouts to the Board members and noted the evolution of the previously discussed survey being offered at the Visitor Center. Mr. Hawley noted numbers from over the past three years regarding visitors coming through Mariposa and noted he had been hopeful the firefalls in the park would attract more visitors, but reminded everyone they would need a reservation during those weekends. Mr. Hawley noted it did not look like there would be reservations during summer this year, which should be a great thing for downtown business. In response to Supervisor Menetrey, Mr. Hawley noted there was an iPad in the Visitor Center and staff asked people questions as they came in. He noted the survey generally took around seven minutes. He noted he still planned to evolve the system and how they gather information from visitors. In response to comments from Mr. Lynch and Supervisor Smallcombe noted it was the first year the Visitor Center had ever provided this type of data to the Board, and the importance of showing the community why the County supports the Visitor Center. Mr. Hawley noted he spoke with Johnathon Farrington about gathering more data to better understand where our visitors were lodging, and other information to better serve and understand visitor habits to continue to provide data to the county and the community for resources like YARTS and our lodging partners.

Leigh Westerlund/Assistant County Administrative Officer noted they had implemented accounts receivable; something that had not been done before. Mrs. Westerlund acknowledged Cindi Jacobson, who had taken the project on and allowed the county to achieve the milestone.

Director Hansen further noted the Indian Peak Bridge project would be starting, and the road would be

closed for approximately a month, beginning March 3rd.

Chief Bernard noted CalFire was staffing all their stations again and would continue through the rest of the season.

Jeremey Briese/Sheriff noted that on the previous Friday, Kiona Mari graduated from the academy in Modesto, adding to one of the many the department needs. Sheriff Briese noted the search was still on for qualified candidates. Sheriff Briese noted it was a slow process to hire and get good quality staff, noting it was important to be picky because the product being put out should be of high caliber. He noted that even while the department was understaffed, they were doing a great job. He noted December had 1654 calls with the lowest jail bookings of 2024 at only 17, 1744 calls for service and 48 bookings for January. Sheriff Briese noted that with the upcoming weather, they would be working together to make sure everyone stayed safe. He thanked the Board for enacting the camping ordinance in the area, describing a recent incident in which they had to take an individual into custody. Sheriff Briese thanked the Board for providing the tools to address those types of issues. He also noted the annual Sheriff Foundation Gala on March 8th, with the event being only three years old, they had done a lot with a little, with the driving force having a financial arm to do things for the Sheriff's Office. Sheriff Briese noted the event was to highlight his staff in that setting and appreciate everyone. Sheriff Briese noted this year there would be a prestige award given to Deputy Holt who went into a trailer park fire to save a life. He noted the fundraising for the event goes back into the community.

Joe Lynch acknowledged HHSA and thanked Sheriff Briese for bringing up the camping ordinance and the recent incident, noting they worked for years with the individuals' multiple times a week to find housing, and assist with services and decisions were not made lightly. He noted the camping ordinance was created to allow everyone to work together to make decisions. Mr. Lynch noted Captain Smith's question about how engaged Health and Human Services was, to which he answered, they were very engaged, all agreeing that the situation was unavoidable. Mr. Lynch noted they did not take the situation lightly, and it was a very coordinated effort to ensure all other resources were exhausted. He also noted two other updates for the public, one being The Field of Dreams, a 52.2-acre parcel near the Health and Human Services building. He stated in March 2005 a grant was received to put a regional recreation center on the land. The County had put in $214,000 for infrastructure and that property had been earmarked for regional recreation only. Mr. Lynch noted as of February 16th, 2025, that land would become open to the County and would no longer be encumbered by the State. Mr. Lynch noted there were no current plans, and it could still be a recreation center, but at that point it would be up to the Board and Public Works to decide. Mr. Lynch noted another update regarding CDFA. They notified the County in November 2024 that Measure G sales tax for the operations of John C. Fremont Hospital would expire at the end of March. Mr. Lynch noted the good news would be the tax rate drops, but the bad part would be the loss of the 2.07 million dollars a year that JCF received for administration. He noted it had been factored into their finances, and on March 31st, 2025, the sales tax rate will drop from 8.75% to 8.25%.

Supervisor Kiser gave a shout-out to HHSA and the Sheriff's Department regarding the new ordinance and how grateful she was to have been kept in the loop during the recent incident and the humanistic approach the department took in dealing with the situation. She gave recognition to Mr. Del Real-Nava for recognizing his team in a nontraditional way, and to Sheriff Briese for his recognition to his staff. Supervisor Kiser also gave appreciation to Director Hansen for the downtown project.

Chair Smallcombe noted the folks at HHSA had done everything in their power to maintain their connections and the work taken on was not an easy task. She thanked the department for their act of humanity.

G. Public Comment on Non-Agenda Items

Public comment was received by Marvin Wells/Resident, who informed the Board they were no longer a monopoly of male supervisors and to remember that Valentine's Day was coming up.

Jeanne-Ann Pine/Master Gardeners noted the wonderful job (Hal?) was doing. She noted the Plant-a-Row program had been dropping off produce for them. She noted they were very grateful for what they could get. Ms. Pine noted the need to help people get identification going again, and noted she put a public service

announcement out on the radio regarding finding funding for that issue. She noted she was going to be doing a radio interview with Seth Rogan, the new president of Habitat of Humanity. Ms. Pine noted the radio show airs on Tuesday and Thursdays.

Mike Brusa noted the reason he came up to speak was to ask the Board to think deeply about the actions they took. Mr. Brusa, noted he took the five minutes to remind the government of their actions, and he regretted it deeply when he did not do so. Mr. Brusa, noted he shared what most people did not like, but he acknowledged he had a different way of thinking. Mr. Brusa, noted it took him a long time to understand the monopoly theme. He noted how monopolies are taught and the impact they have on the private sector, and how they were examined by economists. Mr. Brusa, noted it was important to think deeper than the history taught in school, the textbook industry was dominated by the thinking of California and Texas, and you would see the narrative of if the government did not do it, nothing would be done. Mr. Brusa, noted politics did not want to do anything that was not popular. He noted Milton Freidman's discussion of greed and referenced it back to government.

H. Regular Agenda Items

1. **Administration**

Receive a Presentation from Administration Providing a Quarterly Financial Report

Joe Lynch introduced the item and Leigh Westerlund gave a PowerPoint Presentation.

Public Comment was received by Mike Brusa, who noted he had requested information on the budget years ago, and he had received a 400-page document, noting this report created by the department was extremely helpful to anyone from the public. Mr. Brusa, noted the work he had done during his time working in a school district with their budgets and other budget situations from nearby schools. Mr. Brusa, noted the report reflected all the services offered by the County, and noted he believed those services could be offered in other ways. He noted he liked the format of the report and found it easy to understand.

Board discussion ensued.

Danielle Bondshu/ Clerk of the Board asked if she could read their direction for training purposes. Ms. Bondshu noted the direction given to the Clerk of the Board was to come back with a presentation on Enterprise Funds along with the why and how for Dependent Special Districts. In response to Supervisor Smallcombe, Mrs. Bondshu noted a presentation would be created between the Clerk of the Boards office and the Administration Office.

DIRECTION: Staff is to come back with a presentation on the accounting practices, and the why, how and history of Enterprise Funds and Dependent Special District.

RESULT: DIRECTION GIVEN

2. **Sheriff's Office**

Approve One Over-Hire Custodial Deputy Position, Effective Immediately

Sheriff Briese gave the staff report. No public comment was received.

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

I. Board Information

Information received.

J. Adjournment

11:04 AM Chair Smallcombe adjourned the meeting in memory of Stanley Rothfuss.

Respectfully submitted,

Deanna Stickles
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
FEBRUARY 18, 2025

DRAFT

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

Chair Smallcombe 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
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent agenda note.

Public comment was received by Claudia Anderson/Ethos Youth Center thanked the Board for the Teen Youth Dating Violence Proclamation.

Mike Brusa/Bear Valley thanked Supervisor Poe for allowing further information to be given at the last meeting in regard to CA. 1's continuation since 2018. He then gave his appreciation to the Board noting that in some jurisdictions they pressure their constituents into not speaking and arrest them. He then discussed liability, noting it can impact behavior. He noted the continuation of the emergency, which is not really an

emergency, can create coercive monopolies. He noted costs are high. He then noted the State spent 20 billion trying to solve the homeless crisis and made it worse. He noted he is not in favor of government spending. He then thanked the Board for their response, noting its sad commentary.

Supervisor Toso commented on CA. 2, 3, and 4. She asked the County Administrative Officer (CAO) for more information. Joe Lynch/CAO in response, noted while the price tag looks high, these were three-year contracts and are being extended to a 4-year contract. He noted they are looking at a restructuring.

Supervisor Menetrey commented on CA. 7, noting this is born from direction of the Board. He asked if the item could be pulled for further discussion.

CA.7 was WITHDRAWN by consensus of the Board, and it was noted Luis Mercado/Auditor would come back with a presentation.

After comments, questions, and kudos from Supervisors Smallcombe and Poe, Kristina Keheley/Health and Human Services Agency Director, noted the item was for infrastructure at the North County Office. She also noted she couldn't give an exact timeline, but she hoped for within the year.

Chair Smallcombe commented on CA.19 noting this funding was to provide the technology needed for the Building mentioned in CA. 18. She then noted she commended staff for their focus on providing services by going to our community, not requiring them to come to us.

Supervisor Poe commented on CA. 26, noting that this was before his time. He noted he wasn't contesting this but questioned why the folks in Don Pedro were paying an extra tax assessment for fire suppression when other individuals' regular property taxes went to fire suppression.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve First Amendment to the Agreement with Eugene Action Increasing the Amount by $154,044, for a New Amount Not to Exceed $574,164; Extending the Term One Full Year for a New End Date of June 30, 2026, for Indigent Defense Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA3. **Administration**

Approve First Amendment to the Agreement with Neal Douglass Increasing the Amount by $154,044, for a New Amount Not to Exceed $574,164; Extending the Term One Full Year, for a New End Date of June 30, 2026, for Indigent Defense Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

DRAFT

CA4. **Administration**

Approve First Amendment to the Agreement with Ric Scaglia Increasing the Amount by $154,044, for a New Amount Not to Exceed $422,454; Extending the Term One Full Year, for a New End Date of June 30, 2026, for Indigent Defense Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **Administration**

Approve the Allocation for One (1) Full-Time Senior Library Assistant Position; Remove One (1) Vacant 50% Allocation of a Senior Library Assistant and One (1) Library Assistant I/II in the Library Department Effective Immediately

CA6. **Administration**

Approve the Temporary Overfill of the Deputy Director of Behavioral Health and Recovery Services Position in the Health and Human Services Agency Department, Effective Immediately, until the Incumbent Resigns

CA8. **Auditor**

Quarterly Audit Reports for Treasury Funds

CA9. **Board of Supervisors**

Proclaim the Month of February 2025 as "Teen Dating Violence Awareness Month"

CA10. **Fire**

Approve an Increase in Extra-Help Hours from 860 Hours to 1300 Hours for the Reserve Firefighter I/FAE Position in the Mariposa County Fire Department

CA11. **Health and Human Services Agency**

Approve an Agreement with Elite Family Systems in the Amount of $200,000 for Administrative and Program Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve Second Amendment to the Agreement with Solutionz Conferencing, Inc. for Information and Technical Services Extending the Term to December 31, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Health and Human Services Agency**

Approve Third Amendment to the Agreement with Native Solutions Family Guidance Center Increasing the Amount by $60,000 for a New Amount of $150,000 for Child Welfare Supportive Services and TRADE Sober Living Home Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

DRAFT

CA14. **Health and Human Services Agency**

Approve an Agreement with GHC of Fresno, LLC in the Amount of $250,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve Third Amendment to the Agreement with Area 12 Agency on Aging for Fiscal Year 2023-2024 the Nutrition Infrastructure Grant Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Health and Human Services Agency**

Approve First Amendment to the Existing Sub-Lease Agreement Between Mariposa County Health and Human Services (Lessee) and The Central California Alliance for Health (Sub-Lessee) for Office Space at the Mariposa County Health and Human Services Center located at 5362 Lemee Lane, Mariposa, CA

CA17. **Health and Human Services Agency**

Approve Fifth Amendment to the Agreement with Area 12 Agency on Aging (A12AA) for Fiscal Year 2023-2024 for Intergenerational Activities; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA18. **Health and Human Services Agency**

Authorize Mariposa County Health and Human Services Agency (MCHHSA) to Accept a Grant Award in the Amount of $983,625 from Central California Alliance for Health (CCAH) to Support the North County Office Capital Improvement Project; and Approve the Associated Budget Action ($983,625) (4/5ths Vote Required)

CA19. **Health and Human Services Agency**

Authorize the Mariposa County Health and Human Services Agency (MCHHSA) to Apply for the USDA Rural Utilities Service Distance Learning and Telemedicine (RUS-DLT) FY2025 Grant Activities to Expand Technology Infrastructure in North County in the Amount of $937,363.57; and Authorize the Board of Supervisors Chair to Sign the Agreement, if awarded and any Documents Required for Grant Submission Including Match Commitment of $122,264.81 (Subject to Approval as to Legal Form)

CA20. **Public Works**

Approve First Change Order with Peak Excavation and Land Clearing, in the Amount of $91,717 for the Yosemite West Leach Field Expansion and Repair Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA21. **Public Works**

Approve First Change Order with Williams Excavation Inc., in the Amount of $22,294 for the Coulterville Valve Replacement Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

DRAFT

CA22. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206; and to Authorize the Road Closure of Jessie Street for the 2nd Annual Cowboy Day Event at the Mariposa Museum and History Center on March 22, 2025, from 10:00 AM to 4:00 PM

CA23. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the 47th Annual Hornitos Indian Gulch Run on Sunday, March 2, 2025, Beginning at 8:30 AM

CA24. **Public Works**

Approve an Agreement with Yosemite Falls Well Drilling for Emergency Well Work at the Midpines Fire Station; Authorize the Board Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5ths Vote Required)

CA25. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the 76th Annual Hornitos Enchilada Dinner Saturday, March 1, 2025, from 3:00 PM to 8:00 PM

CA26. **County Service Area 1-M**

Approve an Agreement to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011) in the Lake Don Pedro Area to the Keller Family Trust at the Agreed-Upon Price of $200,000; and Authorize the Board Chair to Sign the Agreement and Any Documents Needed to Complete the Sale (Subject to Approval as to Legal Form)

E. Items removed from Consent Agenda

CA7. **Auditor**

Present Certified Approved List of Bills for the Month of December 2024

CA.7 was WITHDRAWN by consensus of the Board, and it was noted Luis Mercado/Auditor would come back with a presentation.

RESULT: WITHDRAWN

H. 175th Birthday Celebration Presentation

1. **Board of Supervisors**

Receive a Presentation from the Mariposa History Museum in Celebration of Mariposa County's 175th Birthday

DRAFT

Chair Smallcombe moved the celebration up to the agenda.

Joanna Ransom and Richard Westfall from the Mariposa History Museum gave an oral presentation on the history of Mariposa County. Ms. Ransom then thanked Danielle Bondshu, Clerk of the Board, for her and her team's assistance.

Kazzy Cunnigham, Health and Human Services Point of Information Officer (PIO), received public comment. She congratulated the County on its 175th Birthday and noted that she is proud to be of the Indigenous tribes.

Danielle Bondshu thanked Ms. Ransom and noted how fun this was for her and her staff.

Supervisor Poe and Menetrey both commented on the presentation and county history. They also thanked Ms. Ransom for the history books.

RESULT: PRESENTATION HELD

2. **Board of Supervisors**

Adopt a Resolution of Recognition and Congratulations to Mariposa County for Celebrating her 175th Birthday on February 18th, 2025; and Receive Commemorative Resolutions from Congressman Tom McClintock and Assemblyman David Tangipa in Celebration

Chair Smallcombe introduced the item.

Public comment was received by Amanda Coats/District Representative for Senator Marie Alvarado-Gill who read a recognition to the County. Which was later presented.

Dan Moreno/Field Representative for Assemblyman David Tangipa thanked the Board for allowing them to share and also read and presented the Board with an assembly resolution.

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

Chair Smallcombe moved off the dais and read the resolution to the public and accepted the resolution mentioned above and one from Congressman Tom McClintock's Office.

Birthday Celebration Refreshment Break to Follow

10:18 AM Chair Smallcombe recessed the Board for refreshments and birthday cake and reconvened at 10:38 AM.

F. Departmental Presentation

Shannon Hansen/Public Works and Transportation Director discussed the weather, she noted there was not any major damage, but some culverts were washed out. She gave kudos to her roads division. She also noted

DRAFT

that unfortunately, Triangle Road had some trench failures. She noted they are on the ground meeting with Pacific Gas and Electric (PG&E), they had been responsive to the situation.

Nathan Alonzo/PG&E noted they were made aware of the trench failure. He noted they had a field meeting and have identified next steps in making the necessary repairs. He thanked the Public Works team for making them aware and noted they will get it repaired as soon as possible.

Chair Smallcombe mentioned that for the first time in years, the Jerseydale road did not wash out even though they received 7 ½ inches of rain.

Supervisor Toso expressed her gratitude to the roads department for their work on Hornitos bridge. She appreciated their professionalism.

Keri Kisela/Chamber of Commerce reminded the Board and Public that Smokin Oak Barbecue would host a grand opening at 3 PM on February 21st, 2025. She then noted there would be a "Network at Night" as well. She then noted several other events, including that the deadline for business award nominations was approaching.

Corrina Miranda/Interim Building Director gave an update on the Tyler system. She noted there were 253 users and had processed 353 reviews. She noted they were still in the process of converting the paper files. She then noted they have completed 356 reviews and had processed 153 permits.

Steve Engfer/Planning Director gave an update on the development code update. He noted that the upcoming Friday, there would be a Planning Commission meeting to discuss preliminary actions for the Board. He noted these would be incremental meetings. He noted they are here to help anyone who is having struggles with the Tyler system.

Mike Wise/County Fire/Cal Fire gave an update on a few incidents. He noted there were two structure fires, one in town, one in Bootjack. He noted both incidents were mitigated and the homes were not permanently occupied.

G. Public Comment on Non-Agenda Items

Public comment was received by Mike Brusa who discussed problematic revenue. He noted the Board made a commitment to look at services to gauge if they were needed. He then went into monopolies and discussed issues with shortage of coinage.

I. Regular Agenda Items

1. **Board of Supervisors**

   Receive a Presentation from Caltrans on the Status of the Ferguson Rockshed Project (Supervisor Smallcombe)

Corey Casey/Cal Trans gave a PowerPoint Presentation on the Ferguson Rock shed project.

Public comment received by Jonathan Noel/Resident asked a clarifying question on where the boxes would be constructed in the canyon.

DRAFT

Jacob Hawley/Visitors Center asked how secure they were on five years to complete, noting they have been running down the same road for 20 years.

Mike Brusa noted that it looked like it was designed by someone with Swiss heritage. He thought it was great, but he noted that there was no money.

Board discussion ensued.

RESULT: PRESENTATION HELD

2. **Public Works**

Discussion and Possible Direction Regarding Vacation/Abandonment of Public Right-of-Way within Yosemite West

Shannon Hansen gave the staff report and introduced Russ Marks, the county surveyor. No public comment was received, and a board discussion ensued.

DIRECTION: Alternative Two: Offer the 0.18 acres for sale to the property owner located at Lot 142 at 7493 Yosemite Parkway at its appraised value. The current property owner of Lot 260 at 7245 Yosemite Parkway has expressed a willingness to purchase the property.

RESULT: DIRECTION GIVEN

3. **Administration**

Discussion and Possible Direction Regarding County Email Newsletter and Radio Spot for Enhancing Public Outreach and Transparency

Jeanne Haegele/Public Information Officer gave the staff report.

Public comment was received by Marilyn Saunders/Resident who noted she does not do social media but is happy to subscribe and listen.

Jeanne Ann Pine/KRYZ Radio noted that they have been working on and off on this project and have made brief Public Service Announcements. She noted that she is really looking forward to it.

DIRECTION: No direction was given, but the Board agreed by consensus that the PIO should move forward with her plans.

RESULT: DIRECTION GIVEN

4. **Administration**

Approve Reserve Policy Proposed Revisions

Leigh Westerlund/Assistant County Administrative Officer, gave the staff report. She noted two changes in how they calculate the reserve. No public comment was received, and a board discussion ensued.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
SECONDER: District IV Supervisor Jenni Kiser

DRAFT

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

5. **Administration**

Adopt Capital Asset Management Policy

Leigh Westerlund gave the staff report. No public comment was received. Board discussion ensued.

AMENDED: to include the effective date of July 1, 2025

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

6. **Clerk of the Board**

Approve the Minutes of December 17th, 2024, and January 7th, and 14th, 2025

Danielle Bondshu gave the staff report. No public comment was received.

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

J. Board Information

None.

K. Closed Session

12:19 PM Chair Smallcombe read the closed session item. No public comment was received.

12:20 PM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT:	CLOSED SESSION HELD

L. 2:00 PM Reconvene

Chair Smallcombe reconvened the meeting and reported that during the closed session, the Board, by unanimous vote, rejected claim number CC 25-1.

DRAFT

1. **Board of Supervisors**

Wave the First Reading and Introduce an Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and "Barking Dogs-Public Nuisance" (Supervisor Menetrey)

Supervisor Menetrey gave the staff report. He then suggested the Board not move forward with the first reading and come back with some of the suggestions they had received. He also suggested the public be given a chance to give input that can be incorporated before they return.

Public comments were received by Troian Cummings/Resident, who noted the intent is a good one but felt it had punishment and restrictions on individuals who try to help animals. She noted the solution is to add more to support those individuals, noting there are not many low-cost spay and neuter options. She asked if there was a plan to bring in more veterinarians, mobile clinics, etc. She concluded by noting that many individuals tried to help and recommended that this ordinance be re-analyzed.

Jeanne-Ann Pine noted she felt the issues lied with some of the items but not all.

Lynn Rosebrock/Resident/Kennel Owner/Dog Breeder noted she and her husband opened one of the first veterinarian services. She stated they had been involved in animal rights and welfare. She noted, in general, that she supported this effort but noted they needed to look at ways to support animal control with more officers. She further noted that without support for Animal Control, none of what is written in the ordinance would be enforceable. She also noted she provides a vital service to tourists and community members by having a kennel. She questioned the multiple pet permit and what it would apply to. She noted her kennel sees anywhere between 6 and/or seven adult dogs. She said she would have no issue applying for a special use permit if needed. She then mentioned the reduction in a timeframe to have your animal spayed or neutered and requested that it not be changed.

Norie/Groomingdales Owner noted a need for more animal care, animal training, livestock guardian dog training, etc. She also noted that this community needed more education on animals. She then discussed issues she has seen with clientele animals and issues the community has.

Max Ginsberg/Resident noted his issue was the definition of pets. He noted that he has pot-bellied pigs and peacocks, and those are his pets. He noted that there is a funny line between pets and livestock, noting that should be addressed.

Jeremey Briese/Sheriff noted he appreciated everyone in the room looking into this. He noted he understood some things needed to be corrected and cleaned up. He noted this wasn't meant to be a scare tactic; they were asked to look at the currently codified ordinance and edit it to meet the needs they saw. He stated many hours and a lot of hard work were put into making this ordinance based on the complaints and questions they get the most from the public. He noted they don't always hit a home run, but with small changes to hopefully improve the community. He stated he was happy to see so much public engagement and that the questions he received were helpful. He thanked his team, noting they would return to get a better product.

Brenda Ostrom/Resident thanked the county staff for the work they completed to increase what the Sheriff's Office and Animal Control can do to protect animal welfare and the safety of our community. She noted mechanisms like these were not in place; one of her farm hands had to shoot at dogs and killed two. She noted there are a lot of issues, and she does not have a gun safety program for her employees. She noted

DRAFT

there have been hundreds of complaints about these dogs. She stressed the Animal Control Office needs more staff and an ordinance that offers support and flexibility.

Irene Cummings/Resident noted she was interested in the comment from the Groomingdales owner, who stated she was willing to educate interested parties. She noted it could be a tool for folks to learn.

Eve/Resident noted she came from a city but has lived in the country. She noted the dogs aren't the problem; they are the owners. Her concern was that dogs should not be allowed to run in packs. She noted she has had dogs get attached and killed by other dogs. She noted it wasn't the dogs but the negligence of the owners. She noted her neighbor allows their dogs to run freely. She noted she cannot even walk her own dogs because they get in her gate. She noted it's a horrid way to live.

Collen Rhodes/Resident noted she had submitted a three-page letter. She noted she wanted to focus the board's attention to re-write 6.08. She noted this presents an opportunity that has been missed, especially when it comes to the right to farm and livestock activities. She noted that the right to agriculture needs to be re-written to ensure that it is not removed. She then noted she felt the vicious dogs should be removed from 6.08 and moved to 6.10, further noting they should separate misdemeanors from infractions.

Kathleen Armstrong/Resident felt this had some steps forward and felt grateful to Colleen and Brenda for their contributions. She noted her biggest concern in 6.08. She also noted she felt the spay and neuter requirement should remain at 60 days and not be reduced to 30 days. She noted she felt unclear about the intent, so it warrants a re-write. She noted there are several citizens that go out of their way to help animals and there should be exemptions for them. She then noted this is an ag community. She noted she has working dogs, herding dogs, and guardian dogs that are crucial to their ranching operations. She noted she hoped the Sheriff's Office and the Board could address all the concerns.

Norie/Groomingdales came up for a second comment, noting that insurance companies will not allow many breeds. She noted that at one point, they allowed prisoners to work with dogs as a form of rehabilitation.

Jeanne-Ann Pine asked if this was all-or-nothing. She noted she didn't understand the process.

Chris Ramirez/Sheriff's Office noted they call them potentially vicious or vicious; that is not changing. He also noted this has to go through a court process. He noted it is not based on breed but on a specific situation. He then noted that if a dog is adoptable, it is fostered and altered. He noted enforcement is a last resort; this ordinance was to update an outdated ordinance to give them the proper tools. He then went into the kennel issue as well as the multiple pet permit.

Troian Cummings made a second public comment, noting it is clear they are looking for tools to assist. She noted it would be good to have written protections for Ag, fosters, etc.

Board discussions ensued with Megan Klein/Animal Control Officer.

The Board's consensus withdrew the item.

RESULT: WITHDRAWN

2. **Clerk of the Board**

Approve the Application Packet and Supporting Materials to Fill the Vacancy of the Mariposa County Assessor/Recorder Pursuant to Government Code Section 25304; and Set the Application Deadline

DRAFT

Date and Time; and Schedule Two Public Hearings to Consider Applications and Applicants; and Approve an Effective Date of Hire

Deanna Stickles/Deputy Clerk of Board II, gave the staff report. No public comment was received. Board discussion ensued.

AMENDMENT: Change application opening date from February 14th, 2025, to February 21st, 2025.

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

M. Adjournment

3:21 PM Chair Smallcombe adjourned the meeting in memory of Alan MacPhee.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MARCH 11, 2025

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

Chair Smallcombe 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
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Steve Engfer/Planning Department Director introduced Amy Miller. He noted she was very qualified for the position of Senior Planner with her Master's degree and 17 years experience in land use planning. He explained that she worked for Caltrans, the governor's office, the cities of Santa Monica and Philadelphia, and was the environmental planner for Delaware State government.

Amy Miller/Senior Planner noted she was excited to step into the role after a few years of remote work.

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

Chair Smallcombe read the consent agenda note and noted that CA. 11 would be pulled for further review and that CA. 3 had been withdrawn.

Public comment was received by Kristina Keheley/Health and Human Services Agency Director, who explained that CA. 8 was important due to the incredible work social workers accomplish. She read a statement written by Sydney Forga that included many kind sentiments, explained the gravity of the social work done for Mariposa's community, and thanked the Board for recognizing their accomplishments year round as well as through this proclamation.

Shannon Hansen/Public Works and Transportation Director commented on CA. 12, noting the agreement was for the Woodland Park batting cages. She expressed her gratitude to Sierra Masonry and Ranch Fence for all the field work and batting cages, as well as gave thanks to the youth organizations for making the project possible. In response to notes from Chair Smallcombe, Ms. Hansen explained that the scoreboard was recently updated as well.

Leigh Westerlund/Assistant County Administrative Officer explained that Administration was thrilled to bring CA. 17. She stated that the agreement was indicative of the Lake Don Pedro Trail Blazers renewing their efforts that had been lagging the prior few years. She mentioned that the account had been collecting revenue for years through a grazing lease and had not been utilizing the funds. She explained that they would then be using those funds to clean up the trails, and they would proceed to close out the account.

Joe Lynch/County Administrative Officer, in reference to CA. 8, gave his thanks to Mariposa County's social workers. He stated that these staff members see individuals when they are at their worst and comfort them, their family, and their friends. He mentioned that during disasters they will work 15 or 20 hour-long days, and explained that sometimes neighbors help in times of need, but that social workers are always called on to help.

Supervisor Poe, in reference to CA. 2, explained his recent familiarity with water issues and that Senate Bill 463 would mean water districts with under 500 residents, like Lake Don Pedro, could waive the use of meters.

Supervisor Menetrey thanked the local contractors involved with CA. 12 and recognized that it was a great example of the quality of local contractors in Mariposa County.

Chair Smallcombe noted that CA. items 7, 11, and 17 were pulled for further discussion, and that CA. 3 was withdrawn.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Board of Supervisors**

Approve a Letter of Support for Senate Bill 463 (Alvarado-Gil), Legislation Ensuring Small Rural Water Districts can Meet the Water Needs of their Residents Without being Burdened by Costly and Unfunded Mandates (Supervisor Poe)

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in February of 2025

CA5. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February 2025

CA6. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in February 2025

CA8. **Health and Human Services Agency**

Proclaim the Month of March, 2025, as “Social Work Month "

CA9. **Health and Human Services Agency**

Approve an Agreement with Aurora Behavioral Healthcare-Santa Rosa, LLC DBA Santa Rosa Behavioral Healthcare Hospital in the Amount of $200,000 for Inpatient Rehabilitation Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with Sacramento Behavioral Healthcare Hospital, LLC in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Public Works**

Accept Donation of Labor to Mariposa County Public Works Parks and Recreation Division for Woodland Park Batting Cage Installation

CA13. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206; and Approve the Closure of 9th and 10th Streets between Bullion and Jones Streets for the Rotary Club of Mariposa Yosemite 19th Annual Art, Wine and Wheels on Saturday, May 24, 2025, from 11:00 AM to 5:00 PM Located on the Lawn of the Mariposa County Courthouse

CA14. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Butterfly Parade on Saturday, May 3, 2025, from 10:00 AM to 11:30 AM

CA15. **Sheriff's Office**

Approve an Agreement with Trinity Services Group in the Amount of $306,702 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Treasurer/Tax Collector/County Clerk**

Approve Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607

E. Items removed from Consent Agenda

CA3. **Clerk of the Board**

Approve Second Amendment to the Joint Powers Authority (JPA) Agreement for Mother Lode Job Training; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN

CA7. **County Counsel**

Approve an Agreement with Tim O'Laughlin, a Professional Law Corporation to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

Walter Wall/County Counsel gave the staff report. He explained that the Flying M Ranch Project Proposal for Burns Dam was something that may affect the settlement with Merced Irrigation District (MID). He explained that the item was intended to retain an expert in water law to make certain that the Board would be informed if the project would affect the MID settlement, and in that case, would receive information about how to proceed with the proposal. No public comment was received.

Chair Smallcombe explained that the further description of the agreement was that Tim O' Laughlin would provide written advice on the Flying M Ranch's proposal and its proposal to use Mariposa's water unde the Mariposa Merced Irrigation District (MID) settlement.

Supervisor Menetrey expressed that he appreciated that explanation because the staff report did not go into detail on the proposal or project. He explained that he would have a hard time supporting this item without receiving a recommendation from the Water Agency Advisory Board (WAAB) as well. He suggested this come back as a presentation so that the Board can decide if they want to pursue it or not.

Chair Smallcombe explained that the WAAB had discussed this proposal with Flying M Ranch and had made the recommendation to bring a Memorandum of Understanding (MOU) to the Board for its consideration. She explained the WAAB supported the County in contracting with Mr. O' Laughlin, or to another attorney, to investigate the items that County Counsel reviewed, and to report back to County Counsel and the WAAB with their recommendation. She stated she believed that Supervisor Toso and Supervisor Poe were advisors to the WAAB and that they may be able to shed light on the matter.

Supervisor Toso explained that she believed from her understanding of the original agreement that the water had to go to Mariposa County but would verify if that was true. She expressed her opinion that it makes sense to get a water law expert's opinion.

Supervisor Poe stated he agreed with Toso that the County relies on the WAAB. He explained that the Chair of the WAAB will have gone the extra mile to make sure an attorney is needed and that the whole board are very hands-on in these determinations.

Chair Smallcombe stated that Art Baggett recommended Tim O' Laughlin. She clarified it would be a very long process.

Supervisor Menetrey would like to know what the project is, why are we amending the MID contract, and how that fits into the project. He reiterated that others on the Board and County Counsel understand the agreement but that he does not.

Chair Smallcombe noted that the County negotiated with another attorney for the MID agreement. She explained her understanding was that this proposed agreement was a first step in a process that might have multiple steps, which may or may not include opening up the existing agreement with MID. She mentioned that getting an answer to that question is why they wanted to get an outside attorney.

Mr. Wall explained that at their January 29th meeting, the WAAB voted to bring the proposal from Flying M

Ranch to the Board of Supervisors to consider the proposal. He mentioned that it is important to get an expert to analyze the implications of the item.

Shannon Hansen explained that she did not know the item was coming forward. She agreed that it would be a good idea to have a presentation so more information could be shared with the Board and the public. In response to a question from Chair Smallcombe, Ms. Hansen determined she would respond to Chair Smallcombe's email inquiring about the status of the MOU.

Supervisor Menetrey pointed out that the WAAB had not advised the Board or him, but he thinks that other people have gotten that information, resulting in an unfair advantage.

Chair Smallcombe did note that the WAAB minutes are on the website.

Supervisor Kiser mentioned she was up-to-date on the project but understood Miles' concern. She suggested that some clarity may be lacking, and clarified if the WAAB needs Tim O' Laughlin's recommendation before they can advise the Board on a potential project. She stated it seems the process is backwards if they don't and that we need to understand what the WAAB wants to do first before we hire a professional.

DIRECTION GIVEN: The Board directed staff to prepare a presentation and the MOU to come to the Board sitting as the Water Agency.

RESULT: DIRECTION GIVEN

CA11. **Public Works**

Approve a Five-Year Agreement with Tartaglia Engineering for On-Call Airport Design and Planning Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report. She noted there was a discrepancy in the agreement in the compensation amount. In response to a question from Supervisor Poe, Ms. Hansen explained that the airport had been under Public Works oversight since January 1st, 2025. No public comment was received.

AMENDMENT: The Board approved the agreement with the amendment to change the compensation amount from $2,000,000 to $500,000.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

CA17. **County Service Area 1-M**

Approve a Memorandum of Understanding (MOU) with Lake Don Pedro Trailblazers in the Amount of $37,240 for Equipment to Support Trail Maintenance in the Lake Don Pedro Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Smallcombe introduced the item. No public comment was received.

Supervisor Poe thanked Leigh Westerlund for bringing this item. He explained that Kimberly and Dan Chetum are the type of people in the community that really step up and go the extra mile. He stated that Kimberly took this project on with her husband, forming the organization Lake Don Pedro Trailblazers, to maintain all the paths in the area. He mentioned that he ran across this account back in his first year as a Supervisor, and that all the residents had been paying into account with more money coming in from grazing leases. He explained that this item was essentially set up to give them their money back and that he is elated that these folks in particular will be receiving this with their 501c3. He mentioned they have previously been

using their own equipment and are out there every day doing clean-ups.

Supervisor Menetrey explained that he also supports the item. In response to a question from Supervisor Menetrey, Ms. Westerlund stated they planned to issue a check for the full amount of the funds. He explained that the MOU outlined that it gives the County liability vacation, which is important in this transaction.

Joe Lynch explained that Supervisor Poe was completely accurate and there were other areas in the County that have been placed into accounts for specific uses that the County cannot touch. He mentioned that Administration plans to bring more items like these to the Board to unwind the funds and stop keeping them in the County's coffers. In response to a request from Supervisor Poe, Mr. Lynch agreed he would provide him a list of these funds and gave the example that the County's vehicle replacement fund is in the same situation.

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

F. Departmental Presentation

Ryan Oliphant/Probation Chief explained that Probation had their mobile outreach vehicle out on March 7th at the Yosemite Area Regional Transportation System (YARTS) park and ride to which over 50 people showed up. He mentioned they were able to give out food goods, socks, hygiene kits, COVID-19 tests, and connect people to services such as Crisis Services and Public Health. He reported that their next event would be on March 28th from 10 AM to 2 PM at the Greeley Hill Baptist Church, that it would be free to the public, and that they would supply food and clothing. He explained that this vehicle was bought as part of a grant to bring Probation services to rural areas. He explained that since the grant term ran out, they can now use it for more community events.

Steve Engfer mentioned that the Code Compliance Advisory Committee (CCAC) would meet the coming Friday and the Friday after that the Planning Commission would meet. He mentioned that on March 26th the Coulterville Planning Advisory Committee would meet to review a permit for a project.

Kristina Keheley gave an update on the North County campus. She explained that demolition was wrapping up, and they would soon publish a Request for Proposal (RFP) that would be open for two or three weeks. She explained that they had extensive water damage, but that their goal would be to open by the end of the year. She mentioned that they designated Kim Ballard for the project. Chair Smallcombe and Supervisor Poe expressed their excitement for the project and for Kim Ballard heading the project.

Kari Kisela/Chamber of Commerce mentioned the Annual Business Awards Dinner would be held in two weeks and tickets were available for purchase on their website. She explained there was a room discount at Tenaya Lodge for the event. She mentioned that Cowboy Day would be on the 22nd and thanked Tim Desandres for putting the banner up. She mentioned there would be time for people to go to Cowboy Day and then the Business Awards dinner. She said the Farm Bureau dinner being the same weekend indicated a start to the spring event season.

Jeremy Briese/Sheriff gave an update. He mentioned the Mariposa County Sheriff's Department hosted their Annual Gala the previous Saturday and that it was a very fun event with much of the community present. He shared that they were able to present the service awards, enabling them to showcase their rockstars. He reported they gave a lifesaving award to Deputy Holt, who was the first Deputy on the scene to the Coulterville Trailer Park Fires where there was an individual stuck in a trailer, and that he rescued her through some heroic acts. He gave kudos to the foundation for their third year growing strong. He mentioned that Operation Easter was coming up where they partnered with Probation and Mariposa Safe Families to give out

holiday meals throughout the County. He explained that recruitment and employee retention had been difficult with ten vacancies hugely impacting their 24hr patrol. He highlighted Sergeant Tucker's recent accomplishment of seizing several pounds of methamphetamine off the streets.

Matt Johnson/Librarian reported that the Library had started a walking club and the second session would be that day at noon. He mentioned that on Wednesday the 19th of March he would be leading a fraud prevention event aimed at seniors because of all the scams going around. He stated that on Thursday they would be hosting a Catheys Valley pop-up library from 2 PM to 6 PM at McKay hall and that every following Thursday people would be able to request items be sent there for pickup. He mentioned they would have computer specialists, a read along, cake, and new books on display, among other things. He stated the Library would plan on being there every week for as long as the County was open. In response to questions from Board members, Mr. Johnson explained that it would not be remote but in person in the early afternoon, and that he was inspired to host the fraud prevention training because he himself received a text scam for Bay Area tolls. Supervisor Toso expressed her excitement because Catheys Valley residents have been waiting for this, particularly all the kids, and recognized that it is common for libraries to do this now. Mr. Johnson explained that there would be another cutout of Dolly Parton going to First 5, and that there are fliers explaining how people can sign up for free books through her program. He mentioned that not every county takes part in it, but that the Library and First 5 work together to fund and promote it.

Joe Lynch explained the process of determining County snow days. He stated that if the County knows a storm is coming, department heads go through their employees and determine who can work from home. He mentioned that then himself, Ms. Hansen, and Sheriff Briese would make the determination in the early morning. He explained that the County takes into account the School District having a late start or snow day and Cal Trans being on the roads attempting to clean up.

Luis Mercado/Auditor gave an update on the Audit. He explained that the independent auditors were there the prior week conducting field work for the 2022-2023 Audit, and that it went much better compared to the previous year. He mentioned that he was confident they would be able to complete it by May. He reported that he looked at expenditures, assets, and other factors and that everything went well.

G. Public Comment on Non-Agenda Items

Jean-Ann Pine/Resident reported that the Master Gardeners sale happened the prior Saturday and that they will have another sale the last Saturday in April. She mentioned that they opened another seed library in the North County library. She expressed she would also be interested in seeing the list of tied-up funds that Supervisor Poe requested, and asked if those funds would be dispersed or transferred as they come in. In response to a question from Chair Smallcombe, Ms. Pine explained that residents can take as many seeds from the library as they would like at no cost, and that the Master Gardeners are the ones responsible for tracking and replenishing the seeds. Joe Lynch in response to Ms. Pine's question explained that as the County examines the funds, a lot of times they will stop the source of the income, but if it is something that will continue, then they will pass it to who it needs to go to.

H. Board Recognitions

1. **Health and Human Services Agency**

   Proclaim the Month of March, 2025, as "American Red Cross Month"

Rebecca Maietto/Health and Human Services Deputy Director gave the staff report. She stated she was glad to be there to celebrate and that she had gained tremendous knowledge from the Red Cross. She mentioned that when disasters strike she never has to worry. She shared that she can call them day or night for help and their partnership is invaluable. She mentioned that Tiffany Covell was the new Disaster Program Manager, having assumed Katrina Poitrus' role. She further introduced Taylor Poisel as the Regional Communications Director and the Interim Central Valley Chapter Executive Director, and Sandy Moorehouse and her mother

Shirley Wells as lead volunteers in the community. She stated that the Red Cross does not just help Mariposa County, but many other communities around the country, and helps in so many different ways.

Public comment was received by Tiffany Covell/Red Cross, who shared that it was so special to receive this proclamation. She expressed her gratitude for this annual tradition and for the public getting involved. She explained that 90% of the Red Cross are volunteers, and encouraged more people to get in touch with her because she would love to share the resources that they have and get more volunteers.

Sheriff Briese thanked Ms. Maietto, and the team that brought the proclamation, because they help Mariposa disaster well. He explained that he knows Sandy very well, and that these workers have the training to take on the extremely important task and the true heartfelt mission of saving others. He explained that if you are ever first-hand dealing with the Red Cross, having lost everything in a disaster, that you would see how Mariposa's Red Cross team is always top-notch.

Marilyn Saunders/Resident and Volunteer Executive Director for the Mariposa Community Foundation, explained she depends a lot on the Red Cross for those first 24-hour responses to set up shelters immediately.

Supervisor Toso expressed her gratitude to the Red Cross and explained her positive experience regarding the Red Cross. She said she noticed during the Detwiler fire there was a young man walking down the road and all he was wearing was a Red Cross blanket, and he lost everthing but was so grateful to have that blanket.

Chair Smallcombe expressed her gratitude to the Red Cross and their partnership. She explained that whenever there is a disaster, County staff jump in and the Red Cross aims to meet any needs. She explained she cannot imagine losing homes and animals to disasters, and values the Red Cross' partnership as they care so much.

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

Chair Smallcombe moved off the dais and presented the proclamation to the Red Cross.

I. Regular Agenda Items

1. **Library**

   Adopt an Updated Collection Development Policy for the Mariposa County Library, Effective Immediately

Matt Johnson gave the staff report. He explained that not long ago, AB1825 was passed and updated the collection development policies to include specific language from the state in order to continue potentially receiving future funding from the state. He mentioned they also included a reconsideration form and that it may be beneficial to have a form where people can give more information to make it clear what it would look like if someone were to have an objection. No public comment was received.

Supervisor Menetrey thanked Mr. Johnson and expressed his appreciation for how he has run the Library since he was hired.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe

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

2. **Auditor**

Present the Fiscal Year 2023-2024 Annual Statistical Report

Luis Mercado gave the staff report. He explained that the County does a lot of different transfers, especially in Health and Human Services, to the general fund. He explained that the net change in fund balance is like the net income for various funds and many of that is reserves. He explained that the County doesn't budget reserved revenue, and only budgets restricted funds, which is about a million dollars. He explained that the eight million in reserves did not include the money that the County had contributed to its Public Agencies Retirement System Trust.

Public comment was received by Jonathan Noel/Resident, who requested the report be projected, so the audience could better understand.

In response to a question from Supervisor Poe, Mr. Mercado explained that the Transient Occupancy Tax (TOT) is a local, voter-approved tax that started around 1990. He mentioned that the increase in tourism and short-term rentals are contributing to an increase in TOT. He stated that when Yosemite Park closes, like during the pandemic in 2020, it results in a huge impact on revenue. He also explained that part of the 12 percent tax goes to the Tourism Bureau, and not just the County.

RESULT: PRESENTATION HELD

3. **District Attorney**

Approve the Advance Step Request for the District Attorney's Office for the Deputy District Attorney I to Step 5, Effective November 14, 2024

Michael McAfee/District Attorney gave the staff report. He explained they are asking to basically have a raise with a promotion to his only attorney left in the office. He stated Mr. Carey, who joined in May 2024, came in as a clerk and then passed the bar in July and received the results in November 2024. He mentioned he was sworn in by the honorable Judge Figalde and had been making appearances as the Deputy District Attorney (DA). No public comment was received.

Supervisor Kiser stated she had questions that she emailed prior. She explained her struggle was not with advancing Mr. Carey, but in that it was a big jump. She clarified her side of understanding that he was already a Deputy DA and not a law clerk, and that he was originally hired as a law clerk on May 15, 2024. She surmised that he had been there less than a year and received his license in November 2024. She asked Mr. McAfee to elaborate on Mr. Carey's work that he did in the community. She explained she understood that it is important to retain people with advanced degrees, but that she would like Mr. McAfee to justify why he deserved this.

Mr. McAfee said Mr. Carey joined in May 2024 and when he came in he was given DA assignments. He reported that Mr. Carey started making decisions for himself and Mr. Wall, and that during his time, he made court appearances under supervision. He explained that Mr. Carey learned how the court system works during this time, and that most clerks and even some attorneys don't get assigned trials. He reported that Mr. Carey did pass the bar without needing an extra year to do so. He said Mr. Carey was hired as a District Attorney 1 and performed really well, so Mr. Wall submitted an advance step application before and there was a glowing recommendation from him, to which Mr. McAfee agreed. He explained that since November he had done all his work with no supervision, done hearings, and been a big diverse part of assignments. He listed more jobs as: behavioral health and drug court; post-conviction assignments, which are normally done with the Probation Department and split between three attorneys; since Mr. Coughlin left, he also handled all misdemeanors; had one felony assignment; all legal codes including DUI and hit-and-run felonies; animal control felonies. Mr. McAfee summarized that overall, Mr. Carey had performed better than was expected, had not shied away from additional work, and worked to find out the answer using his resources. He

mentioned that they had hired an extra help filing attorney who had been a good mentor for Mr. Carey, and that if the decision to promote was merit-based, he would say Mr. Carey meets it as a DA I step 5.

Supervisor Kiser mentioned Merced County has a Step 1-4 and mentioned a merit-based promotion system. She explained she understood Mr. Carey's salary needed to be increased in order for him to stay. She mentioned she attached her salary study about what each DA gets paid at step one. She explained the Merced MOU stated that they bring in employees as a step five, but they still pay significantly less than our step five. She expressed her value in experience and that she thinks it sets a precedent. She suggested a current raise to step 3 with the option in a year to double step him to step 5. She mentioned she had gotten information from other department heads about where they would hire people between the steps. She surmised that there is value in spending time in that courtroom and gaining more experience.

Mr. McAfee mentioned that if Mr. Carey didn't help as a law clerk, he could have been hired as a step 2 or 3, but he did help them out. He agreed with Supervisor Kiser that the progression of an attorney is a must, but he thinks now they could hire him as a step 5 if he was coming in new to the County completely.

Joe Lynch explained that moving through levels 1-5 within a step correlates to your number of years spent in that step. He explained that, differently, changes across assignments and increases in responsibilities are represented in movement between steps 1, 2, and 3. He stated that if Mr. Carey was not hired as an extra help law clerk, then Mr. McAfee could have hired Mr. Carey at any level in the step ranges without needing Board approval. He explained that since he was hired as an extra help law clerk, policy only allowed him to be hired as a step 1 level 1, and even now, he would only be allowed by policy to promote to level 3 and not level 5. Mr. Lynch mentioned the Board could hire him at step 1 level 5 and, when he gains experience, could then promote him to a step 2 or 3.

Supervisor Menetrey agreed that he too struggled with the concept of an employee with 3 to 3 1/2 in one position, jumping to the top of a pay scale. He expressed that from Mr. Lynch's explanation, he is now left wondering who even comes in at a step one. He mentioned he could accept the way Mr. Lynch laid it out, but would like to know why we have the steps if no one is going to use them. He commented that the staff report mentions Mr. Carey could go to another County to be paid more, but if the Board votes and gives him a promotion here, Mr. Carey could still seek promotion elsewhere now with a level 5 on his resume. He mentioned that the difference in pay would not be exorbitant but not insignificant, and surmised that he is just trying to wrap his head around jumping to the top of the scale with limited time in Mariposa County.

Chair Smallcombe interjected that from her private sector experience, if you needed a certain skill set you had to pay what the market required. She recognized that there were only two attorneys for an essential job and expressed that she thought the request made sense.

Mr. McAfee explained there had been an ongoing issue with recruitment and that he had been going to his old law school for career fairs and reaching out to everyone he knows that has a bar license. He expressed that he would keep trying to recruit, but that, for example, if Mr. Carey went back to Sacramento, he would be paid 130 thousand dollars. He also mentioned that if he went to Merced he would be hired at level two and that it is hard to recruit employees but also hard to keep them. He also mentioned that if Mr. Carey were to transition to the private sector, he would get paid over 200 thousand dollars. He explained that Mr. Carey wants to live here, he has been trying to move in, and that he appreciates the lighter workload here where he has time to grow to take on a large case.

Supervisor Kiser clarified that the market is driving this particular position but that if Mariposa's salaries matched everywhere else, we would go bankrupt because we have a small tax base. She expressed that Mariposa's salaries are not bad, all things considered, but agreed that the market is driving this. She commented that she was uncomfortable though because it sends an interesting message and that was why she suggested the midline.

In response to a question from Chair Smallcombe, Mr. McAfee stated that he would hire Mr. Carey as a Deputy DA step 2 level 1, which is less money than a Deputy DA step 1 level 5.

Mr. Lynch explained that the County, for example, always hires people as an Office Assistant step 2 because, with how the responsibilities lie, then they can perform more work without significantly increasing the

County's costs in salary. He explained that its not a journeyman because they have a bachelors and a juris doctor, so they are not just coming off the street they have 6 years invested in school. He mentioned in the County, every year of college we value as a year of experience, and with a substitution clause, if you have six years of college its equivalent to a 6 year person walking in the door. He explained for this specific job, it is not abnormal to come in as a 1 step 5, and in most cases we bring them in as a 2 because then we can give them more work.

In response to a question of clarification from Supervisor Menetrey, Mr. Lynch explained that Mr. Carey had already passed the bar so had already got his promotion, but now his pay needed to be altered to a higher level within the promoted position. He explained that, normally, employees receive a yearly 5 percent raise and, if they are in between steps, you would round up. He clarified that in this case, they wanted to round him all the way up in order to increase that salary in the range.

Stephen Carey/Certified Law Clerk introduced himself at the request of the Supervisors. He mentioned he would be moving to East Whitlock, that he was living in Merced, but that he had been trying to find somewhere to rent in Mariposa, and would be signing the lease later that day.

Mr. McAfee explained that during the time of Mr. Carey's hiring, some of the paperwork did not get pushed through. He mentioned that he was officially promoted to Deputy DA step 1 level 1 on November 14th.

Supervisor Kiser inquired of Mr. Carey why he wanted to move to Mariposa, what his commitment was, and if he intended on staying.

In response to questions from Supervisor Kiser, Mr. Carey explained that when Mr. Wall approached him about this opportunity, Mr. Carey and his wife were already in conversation about moving to some foothill area throughout the state, and expressed that this opportunity seemed to line up. He mentioned that they had been looking to find a forever home and that their plan was to do that here in Mariposa.

11:30 AM Chair Smallcombe recessed for a brief break and reconvened at **11:52 AM**.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

4. **Health and Human Services Agency**

Approve an Increase in Extra Help Hours from 999 to 1,300 Hours for the Extra Help Office Assistant II in the Health and Human Services Agency, Environmental Health Branch, Effective Immediately

Krisitna Keheley gave the staff report. No public comment was received.

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

5. **Administration**

Approve the Re-classification of a Planner I Allocation in the Planning Department to an Administrative Analyst I/II, Effective March 1, 2025

Joe Lynch gave the staff report. No public comment was received.

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

6. **Administration**

Approve the Creation of the Peer Support Specialist (I/II/III) Position in the Health and Human Services Agency and Set the Annual Salary Range to $43,336.80 to $77,199.20; Approve Vacating Two (2) Unfilled Mental Health Aide Position Allocations and Add Two (2) Peer Support Specialist I/II/III Position Allocations, Effective Immediately

Sheila Baker/Deputy Director Recovery Services gave the staff report. No public comment was received.

Chair Smallcombe expressed her thanks to Ms. Baker for bringing this item, and acknowledged that peer-to-peer support is so important and in some cases is essential.

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

7. **Administration**

Approve the Engineering Technician I/II/III, Classification Revision, Now Titled, Public Works Inspector I/II; Approve the Removal of the Engineering Technician I Salary Range; Set the Annual Salary of Public Works Inspector I to $60,116.16 to $73,076.64; and Set the Annual Salary of Public Works Inspector II to $66,420.64 to $80,739.36, Effective Immediately

Shannon Hansen gave the staff report. No public comment was received.

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

8. **Administration**

Approve Two (2) Re-classifications in the Sheriff's Department, an Office Technician Allocation to an Administrative Analyst I/II and an Office Assistant Allocation to an Administrative Technician, Effective March 1, 2025

Joe Lynch gave the staff report. No public comment was received.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe

SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

J. Board Information

Information received.

K. Closed Session

12:01 PM Chair Smallcombe recessed the Board into closed session. No public comment was received.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

12:13 PM Chair Smallcombe reconvened the Board meeting and reported that information was received and direction was given during the closed session.

L. Adjournment

12:14 PM Chair Smallcombe adjourned in memory of Maria Swiecki, Gay Wright, Christopher Jeffrey Cambra, Jeanne Burns, John Dale Webb, and James B. Allen.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MARCH 18, 2025

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

Chair Smallcombe 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
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received by Shannon Hansen/Director of Public Works noted she wanted to highlight CA.11. Director Hansen noted that Mariposa Park was the most utilized in the County, and the equipment being replaced was over 25 years old. She noted the funds were coming from the probation department and the replacement was slated for April 21st and would take about 30 days to complete. Director Hansen noted she was really excited about the project and thanked the Probation department for their assistance.

Mike Brusa/Resident noted he wanted to discuss CA.1 and CA.6. Mr. Brusa noted the Martin vs. Boise case and how, through his research, he found an instance where the Supreme Court overturned Martin vs. Boise. Mr. Brusa noted that was why he was still unclear about the need to continue having the emergency proclamation. He noted Assembly Bill (AB) 903, and mentioned there had not been evidence showing there

were benefits in allowing students access to technology. He noted the only ones who provided best practices were the teachers themselves on the front line. Mr. Brusa noted the funding for this bill would be coming from the taxpayer, not the politicians.

Supervisor Menetrey requested CA.9 be pulled for a separate vote and discussion, as he had not been present during one of the meetings of minutes that were to be approved and wanted to recuse himself from the vote. Supervisor Menetrey thanked Joe Lynch for clarifying the cost on CA.4, the Graviton Consulting Services were not being double paid, but adjusted for changes to the contract.

Supervisor Smallcombe commented on CA.5 noting she asked the auditor to address the Board regarding outside services the Auditors' office provided. She noted the County provided services for the Court, First Five, Resource Conservation District, among others, at some charge, but felt the Board should be aware of all the services provided and discuss if that would be something they would want to continue. Supervisor Smallcombe questioned the auditor specifically on what services the office provided to the courts.

Luis Mercado/Auditor noted that in the past the Court was under the County, but it had been separated out to the State. He noted the County provided the Court with payroll services and accounts payable. Mr. Mercado noted the Court was in the county's retirement system, and when the Court makes a change to their medical the Auditors Office creates a resolution to reflect that change to CalPers. He noted they did charge the court through a cost plan, based on the number of payroll checks issued to employees. Mr. Mercado, in response to Supervisor Smallcombe noted he would put together a discussion and direction item on services provided to entities outside the county.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve the Revision of the Agricultural and Standards Inspector I-II Classification, Now Titled Agricultural and Standards Inspector I-II-III, and Set the Salary Range to $69,742.40 to $84,772.323, Effective Immediately; and Approve the Revisions of the Senior Agricultural and Standards Inspector Classification and Set the Salary Range to $73,228.48 to $89,009.675, Effective Immediately

CA3. **Administration**

Approve the Revisions of the Transit System Bus Driver Classification for Health and Human Services Agency, Effective Immediately

CA4. **Administration**

Approve an Agreement with Graviton Consulting Services in an Amount Not to Exceed $340,950 for General Managed Services Support and Transition of Oracle Database to Bi-Weekly Payroll Processing; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Auditor**

DRAFT

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees, Effective May 1, 2025

CA6. **Board of Supervisors**

Approve a Letter of Support for Assembly Bill 903, the Education Technology Empowerment Act (Chair Smallcombe)

CA7. **Board of Supervisors**

Approve a Letter of Support for Assembly Bill 993 (Hadwick), which would Increase Funding for Hazardous Materials and Waste Programs in Rural Counties (Chair Smallcombe)

CA8. **Clerk of the Board**

Approved Amended By-Laws for the Behavioral Health Board (BHB)

CA10. **Fire**

Authorize Board of Supervisors Chair, Mariposa County Fire Chief, and Mariposa County Fire Advisory Committee Chair to Sign the Approved 2024 Mariposa County Community Wildfire Protection Plan (CWPP)

CA11. **Public Works**

Approve an Agreement with Park Planet, Inc. in the Amount Not to Exceed $92,778 for the Mariposa Town Park Playground Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Treasurer/Tax Collector/County Clerk**

Annual Approval of Mariposa County's Investment Policy and Guidelines Pursuant to Government Code section 16481.2

E. Items removed from Consent Agenda

CA.9 was removed from the consent agenda.

CA9. **Clerk of the Board**

Approve the Minutes of January 21st and February 4th, 2025

Supervisor Menetrey abstained from taking place in the vote as he was not present during one of the meetings.

Supervisor Poe directed the Clerk of the Board's Office to separate out minutes in the future for approval.

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 II Supervisor Poe, District IV Supervisor Kiser

DRAFT

F. Departmental Presentation

Monica Nielson/Agriculture Commissioner noted that the day was National Ag Day, and thanked their local Ag producers. Ms. Neilson noted the Livestock Pass Program, which allows commercial producers access to their livestock in areas closed due to emergencies, was up and running. She described the process for being issued the pass and noted there were 35 participants in this year's training. In response to Supervisor Poe, Ms. Nielson noted that before a livestock pass could be used, the holder of the pass had to contact the Ag office, which in return contacted the Sheriff's department before the producer is able to enter the emergency area. She also noted, in response to Supervisor Poe, that this had become law in 2021.

Officer Mullen/California Highway Patrol Officer provided an update on the road closure on Hwy 140 and removal of the rockslide was underway.

Kim Ballard/Deputy Director of Public Health provided the Board with an update on the North County Campus. In response to Supervise Poe, she noted painting of the building would come later.

Jeremey Briese/Sheriff provided an update on the slide, noting his team was working with the Park Service to assure emergency response services were still available to those areas with impaired access.

Kari Kisela/Visitor Center/Chamber of Commerce noted the awards dinner was Saturday, March 22nd, it would be held the same day as the Mariposa County Farm Bureau Rib Feed and the Second Annual Cowboy Day at the History Museum.

G. Public Comment on Non-Agenda Items

Public comment was received by Jonathan Noel/Resident who noted there was a lack of housing and questioned whether the Board had discussed the issue. He noted the need to bring business to town, but with the lack of housing, it made it hard to do so. He questioned the resources the County had to create economic development to provide more business opportunities in the area.

Supervisor Smallcombe noted the Planning Commission would be meeting that Friday at 9:00 am and planned to discuss the housing shortage in Mariposa County.

Jeanne-Ann Pine/Resident noted the Business Association would be meeting the first Thursday of the Month and Will Fasset from Planning would be there with a presentation on what would be happening on the property next to the PG&E yard.

Mike Brusa/Resident noted changes needed to occur that would require rethinking. Mr. Brusa noted the government was a coercive monopoly. He noted change could not be done by continuing to go back to the same way it had been done before. He noted issues with development all went back to the housing issues. Mr. Brusa noted the government did not have clients they had constituents, and a commitment was made to provide and examine services. He noted if the government was going to start addressing issues, they could not be addressed the same way as they had been before. He noted a city in Belgium began offering people chickens as an alternate way to dispose of scraps and, in return, it cut down on landfill waste. He noted ways of rethinking to address problems, mentioning the government was not able to do that when it came to facing issues.

Ben Goger/Senior Planner noted a couple of different opportunities to engage in housing discussion, including the Planning Commission Meeting, the Mariposa Creek Parkway Development meeting and the Downtown Business Association Meeting where they would be discussing the Missouri Gulch Site.

H. Regular Agenda Items

1. **Public Works**

Waive the First Reading and Introduce an Ordinance Creating a New Chapter 3.50 Titled "Administrative Remedies Procedures for Challenges to Fees, Charges, and Assessments'"

Samuel Cerveny/Public Works Deputy Director gave the staff report. No public comment was received.

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

2. **Auditor**

Present Certified Approved List of Bills for the Month of January 2025

RESULT: WITHDRAWN

3. **Planning**

Discussion and Possible Direction Regarding a Request for Forgiveness for a Microenterprise Loan to Mountain Meadow Farms

Supervisor Kiser rescued herself from the discussion due to conflict and left the chambers.

Mr. Goger gave the staff report and provided the history of the Enterprise Loans.

Mr. Lynch noted it was understood the process of loan forgiveness was done incorrectly. He noted there needed to be details lined out on the process in which a loan would be forgiven. He noted they had seen Lemon Drop come before the Board prior to Ms. Ostrum, and noted there was not a framework on how to make the decision. Mr. Lynch made a recommendation to the Board not to move forward with a decision, but to come back once there was a plan in place that provided direction on how action could be taken.

Public comment was received by Brenda Ostrum/owner of Mountain Meadows Farm. She thanked the Board for the opportunity to speak and described the history and reasoning behind her asking for forgiveness on her Enterprise Loan.

Jeanne-Anne Pine/ Resident noted this case for loan forgiveness was a hard one. She noted she was against forgiveness when Lemon Drop came forward, but this case suffered at the hands of things she had no control over. She noted she believed this needed to be decided in a case-by-case instance.

Marilyn Saunders/President of the Economic Development Association, noted that when these loans were originally presented it had been described as almost a guarantee they would be forgiven. She noted her appreciation of the idea of developing a framework, although she felt it was a little late.

Mike Brusa noted he recalled the event when the loans were granted and noted that the Board members were not bankers. He noted he had no ill will to any businesses who had received a loan. He noted he had spoken about the four quadrants of money and reminded the Board it was not their money they were spending. Mr. Brusa noted the issue pertained more to liability than anything else. He noted if the county was liable for the damages to her business, then it should be paid for through liability instead of loan forgiveness. He mentioned the same if the owner of the dogs had been found liable. Mr. Brusa noted that since there were no standards by which a loan was forgiven, everyone would come forward with the same question.

Jim Black/Resident responded to comments regarding clarity, mentioning the Board had discussed establishing a framework before moving forward.

Supervisor Menetrey noted he believed the owner of the dogs should have been held liable. He noted the

importance of knowing the attack on farms took place in May 2022 and the loan was granted in October 2023. Supervisor Menetrey wanted to clarify the timeline to avoid any confusion. He noted he agreed with the recommendation to establish criteria for forgiveness before moving forward.

Board discussion ensued.

DIRECTION: Staff is to return at the next meeting with a framework on loan forgiveness.

RESULT: DIRECTION GIVEN

6. **Administration**

Discussion and Possible Direction Regarding an Analysis of Mariposa County Indigent Defense Systems and Structure, Conducted by the Office of State Public Defender (OSPD) Representative, Bridgid Brady

This item was moved up from H.6 to H.4 following a [five-minute recess] from **10:37 AM - 10:42 AM.**

Mr. Lynch introduced the item and provided background on the presentation.

Bridgid Brady/ State Public Defender (OSPD) Representative gave a presentation.

10:54 AM Danielle Bondshu/Clerk of the Board stepped in for Deanna Stickles/Deputy Clerk of the Board, who came back at **10:55 AM.**

Public comment was received by Mr. Brusa noted the details of what was being spent on defense and recommended it must continue to be looked at. He noted the judicial system was a monopoly and was corrosive.

Jeremy Briese/Sheriff noted he believed there were good intentions with the report, but felt his partners at the District Attorney's office should have had more time to weigh in. He noted when they were asked to do the survey, he had spoken to the District Attorney and there did not seem to be any urgency in completing the request. He noted he believed there should have been more dialog prior to the presentation. Mr. Briese noted he felt some of the information in the report was inaccurate, and it should be understood that the sheriff's department investigates all criminal activity in Mariposa, along with being animal control, coroner and more. Mr. Briese said if the Board was being asked to make a major decision, it needed to be discussed more thoroughly with all of those involved.

Mr. Lynch noted the core component was whether there was a need to change the structure in Mariposa. He noted the conversation was not new, it had been a long-term conversation in the county. He noted if there was an independent contractor hired within the county, there would be no supervisor for that position. The Board and the administration have no influence over contracted public defense attorneys other than the core of the contract. Mr. Lynch noted our judges have meetings scheduled to meet with all the players involved. He noted when they came back to the Board, everyone involved could say they were listened to. He noted the county should look at what was abnormal and bring it back to be worked on with recommendations. Mr. Lynch noted he had heard the concerns from the Sheriff and the DA, and there was no ill will. It was just an opportunity to show where work could be done.

Jonathan Noel/Resident noted if the Board did not have control over the independent contractors, then maybe the County could consider hiring lawyers so they would have to report back to the Board. He noted he was unaware of the costs of hiring independent contractors, but it could be worth changing in order for there to be more control.

Board discussion ensued.

DIRECTION: Staff is to work with all departments involved and come back with more information to further

the conversation.

RESULT: DIRECTION GIVEN

4. **Administration**

Receive and Review the Midyear Financial Status Report; and Approve Budget Adjustments, Reducing General Fund Contingency and Increasing Appropriations in the General Fund ($413,455) (4/5ths Vote Required)

Joe Lynch introduced the item. No public comment was received.

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

5. **Administration**

Adopt a Resolution Aligning the Sheriff's Post Certificate and Educational Incentive Plan with that of the Sheriffs' Management Association (SMA)

Joe Lynch gave the staff report.

Public Comment was received by Jeremy Briese/Sheriff, who noted the common sense theme of being aligned with the union. He noted the hard work the CAO did while being pulled in many different ways, and thanked the administration for bringing the item to the Board.

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

Recess Board of Supervisors

12:03 PM Chair Smallcombe recessed the Board meeting.

Announcement Pursuant to Government Code 54952.3

Deanna Stickles/Deputy Clerk of the Board Read the Government Announcement

I. WATER AGENCY BOARD

12:04 PM Supervisor Chair Smallcombe called the Water Agency Board meeting to order.

Public Comment Period

None.

DRAFT

Water Agency Board Regular Agenda

1. **Clerk of the Board**

Selection of a Chair to act as the 2025 Water Agency Board Chair

Supervisor Chair Smallcombe gave the staff report.

Public comment was received by Jonathan Noel/Resident. Who questioned who had been the previous chair, and in response to Supervisor Menetrey, he questioned if the position was to be held by a Board member or if it could be a member of the public.

Supervisor Smallcombe noted that they were nominating a Chair and Vice Chair for the Water Agency Board and, in response to Mr. Noel, she noted he could speak to Mike Gunther regarding public participation on the Water Agency Advisory Board (WAAB).

Mike Guenther/Chair of the Water Agency Advisory Board (WAAB) questioned if the two selected Board Members that day would continue to serve both positions. He noted the importance of active participation from the Board members and believed the two Board members in consideration would be able to handle the position as they had both been proactive participants. He thanked Supervisor Kiser for placing another public member on the WAAB, and noted he was working on his yearly report and there would be more discussion to come. In response to Supervisor Smallcombe, Mr. Guenther noted that once the Board members were established there was a difference between Liaisons and Board members as they receive assignments.

Danielle Bondshu/ Clerk of the Board noted they were operating under the impression that Supervisor Poe and Supervisor Toso were liaisons to the WAAB. She noted that assumption was based on the 2023 Liaisons, which ceased in 2024. In response to Supervisor Smallcombe, she noted that these positions were not discussed during the Committee appointments at the beginning of the year, so there were currently no advisory members from the Board of Supervisors sitting on the Water Agency Advisory Board. In response to Supervisor Smallcombe and Supervisor Poe, she noted that some committees have appointments and others only had liaisons, and when the liaisons ceased in 2024, it was not taken into account to appoint members to those committees in January. She noted the policies on how the liaisons were structured, and she'd spoken to both County Counsel and the County Administrative Office to rectify those policies.

SELECTION: Shannon Poe was selected as the 2025 Chair.

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

2. **Clerk of the Board**

Selection of a Vice-Chair to act as the 2025 Water Agency Board Vice-Chair

Chair Poe introduced the item. No public comment was received.

SELECTION: Danette Toso was selected as the 2025 Vice Chair.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe

DRAFT

SECONDER: District IV Supervisor Jenni Kiser

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

3. **Public Works**

Approve Updated By-Laws of the Water Agency Advisory Board

Samuel Cerveny/Deputy Director of Public Works gave the staff report.

Public comment was received by Mike Guenther. He commended Deputy Director Cerveny on his work on the item and noted the importance of the item being approved. He noted it illustrated what the Water Agency Board was responsible for, their purpose and the incorporation of the drought resiliency plan committee.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District V Supervisor Miles Menetrey

SECONDER: District I Supervisor Rosemarie Smallcombe

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

4. **Public Works**

Re-appoint Art Baggett to the Water Agency Advisory Board as District 1 Board Member with a Term Expiring on March 27, 2028

Samuel Cerveny gave the staff report. No public comment was received.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District III Supervisor Danette Toso

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

5. **Public Works**

Accept the Resignation and Recognize the Service of Mark Rowney from the Water Agency Advisory Board as the District 4 Member; Appoint Keasha Blew to the Water Agency Advisory Board as the District 4 Member with a Term Expiring March 27, 2028

Samuel Cerveny gave the staff report. No public comment was received.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Jenni Kiser

SECONDER: District III Supervisor Danette Toso

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

6. **Public Works**

Re-appoint Michael Martin for an Additional Term to the Water Agency Advisory Board as an At-Large Member with a Term Expiring on April 16, 2027

DRAFT

Samuel Cerveny gave the staff report.

Public comment was received by Mr. Guenther. He noted Art Baggett's credentials as being impeccable and the value of having had Mark Rowney on the Board. Mr. Guenther noted Kesha Blew had hit the ground running, and the credentials of Mike Martin. He noted he thought all the appointments would really enhance the advisory Board, and he felt positive about what was to come.

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

Adjourn Water Agency Board

12:30 PM Chair Shannon Poe adjourned the Water Agency Board Meeting.

Reconvene as Board of Supervisors

12:30 PM Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Board Information

Board information was received.

K. Closed Session

12:40 PM Chair Smallcombe recessed the Board into closed session. Mr. Lynch recused himself from the closed session.

1. **Clerk of the Board**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: Name of Cases: Kelly Maples v. County of Mariposa WCAB No. ADJ20161853

RESULT:	CLOSED SESSION HELD

Report Out

12:46 PM Chair Smallcombe reconvened and reported that during closed session information had been received and direction was given.

L. Adjournment

12:47 PM adjourned in memory of Erich Gehring, Carla Rajnus, Phyllis Grin and Michael Stephens.

Respectfully submitted,

DRAFT

Deanna Stickles
Deputy Clerk

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of May 2025 as "Older Americans Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of May 2025 as "Older Americans Month".

BACKGROUND AND HISTORY OF BOARD ACTIONS

Every May America observes Older Americans Month, a time to recognize older Americans' contributions, highlight aging trends, and reaffirm our commitment to serving older adults.

The 2025 theme, Flip the Script on Aging, focuses on transforming how society perceives, talks about, and approaches aging. It encourages individuals and communities to challenge stereotypes and dispel misconceptions.

The Board has approved this and similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the Older Americans in our community and the contributions they have made and will continue to make.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Older Americans Month Proclamation 2025**

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 II Supervisor Poe, District IV Supervisor Kiser

The Mariposa County Board of Supervisors

proclaims the

The Month of May 2025

as

"Older Americans Month"

WHEREAS, May is Older Americans Month, a time to recognize and honor the contributions of older adults to our community and nation; and

WHEREAS, the residents of Mariposa County have a rich history and a wealth of experience that enriches our community; and

WHEREAS, Older Americans continue to be active participants in our community, serving as mentors, volunteers, and valuable members of our society; and

WHEREAS, we recognize the importance of supporting the well-being and independence of our older citizens.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of **May 2025** as **"Older Americans Month"** in Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of May 2025, by unanimous vote.

_____

ROSEMARIE SMALLCOMBE, District I Supervisor

_____

SHANNON POE, District II Supervisor

_____

DANETTE TOSO, District III Supervisor

_____

JENNI KISER, District IV Supervisor

_____

MILES MENETREY, District V Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Week of May 6th through the 12th, 2025 as "Nurses Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of May 6th through the 12th, 2025 as "Nurses Week".

Florence Nightingale's birthday. These permanent dates enhance planning and position "Nurses Week" as an established recognition event.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize nurses and the hard work they do for our community.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Nurses Week Proclamation 25**

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 II Supervisor Poe, District IV Supervisor Kiser

The Mariposa County Board of Supervisors

proclaims the

Week of May 6th through the 12th, 2025

as

"Nurses Week"

WHEREAS, over half a million Registered Nurses in California comprise our State's largest health care profession; and

WHEREAS, all nurses in Mariposa County need to be recognized, celebrated, and thanked for the care they provide; and

WHEREAS, nurses are the frontline of care for the community of Mariposa County and more qualified registered nurses will be needed in the future to meet the increasingly complex needs of healthcare consumers in this community; and

WHEREAS, the local Mariposa County Public Health Nurses work to promote wellness, help prevent disease, and reduce health risks at the population level; and

WHEREAS, nurses are highly skilled professionals with advanced education and clinical training which builds upon their initial register nurse preparation; and

WHEREAS, all local healthcare providers and the Mariposa County Health and Human Services Agency support the indispensable work of these nurses.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims May 6th through the 12th, 2025, as "Nurses Week" to emphasize the importance of nurses in the Mariposa County community.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of May 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II, Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of May 2025 as "Mental Health Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of May 2025 as "Mental Health Awareness Month"

Mental Health Awareness Month encourages local communities to focus on mental health initiatives to promote positive development, resilience, recovery, and the transformation of mental health services delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize May as Mental Health Month and to promote positive development, resilience, recovery, and the transformation of mental health services delivery for our community.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mental Health Awareness Month**

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 II Supervisor Poe, District IV Supervisor Kiser

The Mariposa County Board of Supervisors

proclaims the

The Month of May 2025

as

"Mental Health Awareness Month"

WHEREAS, mental health challenges are one of the most common health conditions throughout California, affecting one out of five adults, impacting both the person experiencing mental health challenges and those who care for them; and

WHEREAS, one out of every twenty-six Californians with a serious mental illness have difficulty functioning in everyday life and, if left untreated, have life expectancies 25 years shorter than the general population; and

WHEREAS, young adults aged 18-25 have the highest rate of experiencing mental health concerns (36%) compared to Adults aged 26-49 (29%); and

WHEREAS, every day, millions of people face the stigma related to mental health and may feel isolated and alone, going years before receiving any help; and

WHEREAS, creating a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health; and

WHEREAS, recovery can and does happen, and all Californians should know that support and help is available regardless of an individual's situation; and

WHEREAS, citizens, government agencies, public and private institutions, businesses, and schools in Mariposa County can recommit in creating awareness and understanding of mental health and the steps to be taken to help those in need of services; and

WHEREAS, you can turn awareness into action, whether you volunteer, or work in the Mental Health field, supporting organizations dedicated to mental health and community wellness help ensure that more people have access to the resources they need.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of May 2025, to be **"MENTAL HEALTH AWARENESS MONTH".**

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of May 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II, Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of May 2025, as "Foster Care Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of May 2025, as "Foster Care Month"

Every child deserves to feel safe, supported, and cared for—and for many children and youth in foster care, that sense of security comes from the compassion of resource families, and dedicated professionals who step in during some of the most difficult times in a child's life.

By proclaiming May 2025 as "Foster Care Month," Mariposa County can shine a light on the needs of children in foster care and recognize the incredible individuals and families who provide them with love, stability, and hope. This month is about raising awareness, but it's also about celebrating resilience—both in the young people navigating the foster care system and in the people who support them every step of the way.

This recognition gives our community a chance to learn more, get involved, and show up for kids who need us most. It's also a way for Mariposa County to join the national conversation around foster care—working toward a future where every child has a safe, permanent home and the support they need to thrive.

By issuing this proclamation, the County reaffirms its commitment to standing with children in care and those who support them, and to building a more compassionate and connected community for everyone.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this proclamation every year for the last eight years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to recognize the Resource Families' contributions to the County of Mariposa.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Foster Care Month

The Mariposa County Board of Supervisors

proclaims

The Month of May 2025

as

"Foster Care Month"

WHEREAS, the well-being of children is a fundamental priority for our communities and our nation, and foster care provides a critical safety net for children and youth who are unable to remain safely in their homes; and

WHEREAS, there are currently more than 390,000 children and youth in foster care across the United States, and every one of them deserves a safe, nurturing, and stable environment in which to grow and thrive; and

WHEREAS, resource parents, caseworkers, advocates, and service providers demonstrate extraordinary dedication and compassion as they support the needs of children and families involved in the child welfare system; and

WHEREAS, individuals and families who serve as resource parents make an immeasurable impact by providing temporary care, stability, and support during times of transition and uncertainty; and

WHEREAS, Foster Care Month is an opportunity to raise awareness of the needs of children in foster care, to recognize the contributions of those who serve them, and to encourage others to step forward as resource parents, advocates, and champions for the well-being of foster children; and

WHEREAS, foster care is more than temporary placements, it's about investing in the future of young people and believing in their potential, helping them heal, grow, and achieve their goals; and

WHEREAS, this month, we express our deepest gratitude to those who support children and families involved in the foster care system. Whether you're a resource parent, a caseworker, a mentor, a volunteer—your dedication makes a lasting difference. Let us all take this time to raise awareness, support resource families, and work together to ensure that every child has the opportunity to feel safe, loved, and supported.

NOW, THEREFORE, be it known that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of **May 2025 as "Foster Care Month"** and call upon all citizens to celebrate and support our resource families.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of May 2025, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Jenni Kiser, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-150

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Decreasing Departmental Overhead Transfer Appropriations and Increasing Operating Expense Appropriations Within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($60,000)(4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Decreasing Departmental Overhead Transfer Appropriations and Increasing Operating Expense Appropriations Within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($60,000)(4/5's Vote Required).

BACKGROUND AND HISTORY OF BOARD ACTIONS

Approve Budget Action Decreasing Departmental Overhead Transfer Appropriations and Increasing Operating Expense Appropriations Within the Mental Health Department Budget for Fiscal Year 2025 to Pay Expenses Through Year End ($60,000)(4/5's Vote Required)

This budget action increases Behavioral Health Department 402 client treatment software appropriations and decreases excess Departmental Overhead Transfer appropriations. Client treatment software expenses charged to Department 402 have exceeded the estimated budget for FY24-25, and Departmental Overhead Transfer expenses have been less than estimated.

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY24-25.

FINANCIAL IMPACT

There is no impact to the County General Fund. This Budget Action Decreases Departmental Overhead Transfer Appropriations ($60,000) and Increases Operating Expense Appropriations ($60,000) in the Department 402 Fund 3536 Budget.

ATTACHMENTS

1. FY2025 End of the year Mental Health Budget Action #1 20250506

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

May 6, 25
2206

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3536	402	80211	Departmental Overhead Transfer			60,000
3536	402	60431	Software		60,000	
1001	507	49161	Departmental Overhead Revenue			(60,000)
1001	507	60621	County Vehicle Expense			60,000
	FY2025 End of the year Mental Health Budget Action #1 20250506					
				TOTALS	60,000	60,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE K Kelley DATE 4/4/25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-151

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley

RE: Approve an Agreement with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health in the Amount of $200,000 for 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 for 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 contracts, there will likely come a time when someone is in danger to themselves or others, and no bed space will be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the last agreement with UHS of Madera, Inc., Dba: River Vista Behavioral Health on May 16, 2023 through Resolution No. 2023-267.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **River Vista Behavioral Health 2025**

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 II Supervisor Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Miles Menetrey

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and UHS of Madera, Ins. dba River Vista Behavioral Health, 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, 2026 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform mental health services 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 $200,000 as set forth in Exhibit B," Cost of 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 $1,000,000 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:
River Vista Behavioral Health
40886 Goodwin Way
Madera, CA 93636

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lan
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
Rosemarie Smallcombe, Chair Board of Supervisor	Mike Zauner, Chief Executive Officer UHS of Madera, Ins. dba River Vista Behavioral Health
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Walter Wall 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.

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. 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:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / 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)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination 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.

River Vista
BEHAVIORAL HEALTH

Exhibit B – Cost Proposal

April 9, 2025

Re: Contract rate letter for River Vista Behavioral Health in Madera, CA (TIN #84-3480733)

Dear County MHP Administrators,

Thank you for the opportunity to partner with our new behavioral health facility in Madera, CA. River Vista Behavioral Health (River Vista) will begin providing services soon. The facility will have 128 beds and will provide a full continuum of inpatient services including services to children and adolescents. Below is our rate proposal from River Vista Behavioral Health (TIN #84-3480733) for applicable inpatient and outpatient services provided by the facility. The following rates are proposed on a per diem basis and are exclusive of professional fees unless otherwise noted:

INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES

Contractor Name:	UHS of Madera, Inc. dba River Vista Behavioral Health
Contract Term:	July 1, 2024 through June 30, 2025
Contract Contact:	Paige Williamson, Director of Business Development, River Vista Behavioral Health, Office: 559-603-6000, Cell: 559-589-5825, paige.williamson@uhsinc.com
Billing Contact:	Angelina Cruz, Business Office Manager, River Vista Behavioral Health, 559-603-6000, fax 697-6547
Intake Contact:	Inpatient Arveen Sandu, RN-BSN, 559-603-6000, 559-697-6562, arveen.sandu@uhsinc.com
Service Address:	559-603-6000, 40886 Goodwin Way, Madera, CA 93636
Services:	Acute Inpatient Psychiatric Services, Mental Health and Dual Diagnosis for Children, Adolescents and Adults; Adolescent Eating Disorders Program (AEDP); and Voluntary or Involuntary (5150s) Admits).
Ages Served:	Children Ages 5 -11; Adolescents Ages 12 - 17; Adults Ages 18+
Capacity:	128 beds total, Adults 64, Adolescent 32, Children 32
Medi-Cal Billing:	For ages: 5 - 21 and 65+
Service Rates:	As listed below. Contract Inpatient Day Rate is Inclusive of Physician/Professional Fees.

Inpatient

Service	REV CODE	2024-2025
Adult Inpatient (all-Inclusive)	124	$ 1888
Children/Adolescent Inpatient	124	$ 1888
Short Doyle; Adult		$1888
Short Doyle, Child/Adolescent		$1888

Thank you for your consideration. Let us know if you have any questions.

Warm regards,

Paige Williamson
Director of Business Development
River Vista Behavioral Health

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2024

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 30 South 17th Street Philadelphia, PA 19103 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307 RI VIS GPW	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED RIVER VISTA BEHAVIORAL HEALTH C/O UHS OF DELAWARE, INC. 367 S. GULPH ROAD KING OF PRUSSIA, PA 19406	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** N/A — N/A **INSURER B :** AIU Insurance Co — 19399 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-007275436-01 **REVISION NUMBER:** 2

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			020395961 (AOS)	03/01/2024	03/01/2025	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		020395962 (CA)	03/01/2024	03/01/2025	E.L. EACH ACCIDENT	$ 2,000,000
B	**(Mandatory in NH)** 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)

CIRF-414458-14503:GL,HP,WC

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

COUNTY OF MARIPOSA
PO BOX 905
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

© 1988-2016 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2024

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 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307 RI VIS AWG	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED RIVER VISTA BEHAVIORAL HEALTH C/O UHS OF DELAWARE, INC. 367 S. GULPH ROAD KING OF PRUSSIA, PA 19406	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co. of Pittsburgh PA — 19445 **INSURER B :** AIU Insurance Co — 19399 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-007191849-01 **REVISION NUMBER:** 1

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**			6890150 (AOS)	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			6890152 (VA)	03/01/2024	03/01/2025	BODILY INJURY (Per person)	$
B	☐ 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)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			020395961 (AOS)	03/01/2024	03/01/2025	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		020395962 (CA)	03/01/2024	03/01/2025	E.L. EACH ACCIDENT	$ 2,000,000
B	**(Mandatory in NH)** 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)

CIRF-371134-12560:AU,GL,WC

GENERAL LIABILITY: THE ABOVE REFERENCED INSURED IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/24 - 03/01/25.

RE: 40886 GOODWIN WAY, MADERA, CA 93636

CERTIFICATE HOLDER

RIVER VISTA BEHAVIORAL HEALTH
C/O UHS OF DELAWARE, INC.
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-152

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Ratify a Letter of Support for Funding for Vulnerable Populations Key Housing and Homelessness Programs

---

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for Funding for Vulnerable Populations Key Housing and Homelessness Programs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for funding of these programs.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Letter of Support - Vulnerable Populations -5-6-25

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... JENNI KISER
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

April 11, 2025

Honorable Dr. Akilah Weber Pierson, Chair
Senate Budget Subcommittee No. 3
1021 O Street, Suite 7310
Sacramento, CA 95814

Honorable Dr. Corey A. Jackson
Assembly Budget Subcommittee No. 2
1021 O Street, Suite 6120
Sacramento, CA 95814

RE: Vulnerable Populations to Lose Access to Key Housing & Homelessness Programs

Dear Chair Dr. Akilah Weber Pierson and Chair Dr. Corey A. Jackson:

The County of Mariposa respectfully requests your support to maintain funding for critical county-administered housing and homelessness programs, including Bringing Families Home (BFH), Home Safe, the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP), and the Housing and Disability Advocacy Program (HDAP). These programs have a proven track record of success stabilizing, rapidly rehousing, and transitioning vulnerable populations at risk of homelessness into permanent housing while concomitantly advancing safety, permanency, and economic security for families in the child welfare system, low-income families receiving cash assistance through CalWORKs, older adults experiencing elder abuse, and people with disabilities.

To maintain core statewide access to services across these impactful housing and homelessness programs, the County of Mariposa seeks a targeted investment of $309 million General Fund annually beginning in Fiscal Year (FY) 2025–26 with multi-year availability. We note to meet the needs of our populations across all four programs and avoid any service reductions, an investment nearing $472 million General Fund is required, however the County of Mariposa is aware of the challenging budget situation expected at the May Revision and we see opportunities to invest wisely despite fiscal uncertainty, while continuing to support vulnerable populations.

Compared to other local homeless response systems which exit 35% of overall participants into permanent housing,[1] Home Safe exits 62%, CalWORKs HSP exits 53%, BFH exits 54%, and HDAP exits 50% of clients into permanent housing.[2] Despite their demonstrated effectiveness, two of these programs—Home Safe and BFH—will cease to exist, while CalWORKs HSP and HDAP will face up to a 67% and 86% reduction, respectively, if no additional funding is included in the FY 2025-26 Budget. Funding cuts of this magnitude will jeopardize family reunifications, economic stability, and the overall health and welfare of our older adult populations. These reductions will result in longer stays in foster care for foster children, deepening their existing trauma; increased likelihood of institutionalization or premature death for older adults; and undermining of efforts to lift children and their families out of poverty in the CalWORKs program.

---

[1] Across Continuums of Cares in California in 2023, just 35 percent of exits in the Homeless Management Information System were to permanent housing. See data source: Housing and Urban Development, National Summary – CoC System Performance Measures since 2019.

[2] Per California Department of Social Services, percent of clients who exited to permanent housing in FY 2023-24.

Given the uncertainty around continued funding and some counties' depletion of funds to-date, counties have been forced to scale back the number of individuals and families who receive housing assistance in order to keep the programs operational and prevent the loss of critical infrastructure, including contracts with community-based organizations specializing in housing and homelessness services. This impact has been acutely felt by our community-based providers, who partner with our agencies to provide direct services and supports, including legal assistance such as eviction protection, home modification and hazard abatement for older adults, and concrete items such as beds and other furniture that makes a house a home.

Most other housing programs have stringent eligibility requirements and/or limited flexibility to meet individual needs. BFH, Home Safe, HSP, and HDAP reach populations often untouched by the broader housing and homelessness system, bridging effectively to permanent housing solutions, while promoting health, safety, and well-being. These programs also help California to be in compliance with federal and state laws and requirements with respect to meeting various outcome requirements, and are highly cost-effective. For example, paying for an Adult Protective Services client's home back taxes (often less than $10,000) through Home Safe can yield significant cost savings from avoiding repeated hospitalizations and nursing home care, and securing Social Security benefits for homeless adults through HDAP reduces the costs to law enforcement and other continuums of care.

Please see attached for our client success stories and program outcomes across the housing programs we administer These stories reveal just how life-altering these programs are for some of our most vulnerable Californians, and how devasting the impacts will be absent continued investment or augmented funding in these programs.

Continued investment is critical to California's goal of eradicating homelessness and building a comprehensive and coordinated approach that protects our most vulnerable Californians from experiencing homelessness. These housing programs have led to expanded networks and leveraging of resources with local Coordinated Entry Systems and Continuums of Care to serve as a bridge to permanent housing options. Continued funding will preserve the existing infrastructure, capacity, and relationships with community-based providers—partnerships that have taken years for counties to establish and maintain.

We urgently encourage the Administration and the Legislature to invest in preserving critical funding for these programs. These housing and homelessness programs are integral to achieving positive program outcomes by helping vulnerable populations remain safe and achieve their housing goals and economic stability.

For these reasons, the County of Mariposa urges your support.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: County Success Stories and Program Outcomes

cc: Members and Staff of the Senate Budget Subcommittee No. 3
Members and Staff of the Assembly Budget Subcommittee No. 2
County Welfare Directors Association (CWDA)

Mariposa County Bringing Families Home

78.8 % of all families that have entered and exited Bringing Families Home have exited into permanent housing.

Client Story:

When this family first connected with the child welfare system, they were experiencing homelessness and living in a tent. With children in temporary foster care and no stable shelter, the odds of reunification felt out of reach. The lack of housing was a significant barrier to regaining custody and rebuilding their lives.

Through the Bringing Families Home (BFH) Program, the family was connected with a case manager who provided tailored support and access to temporary housing. This safe and stable environment allowed the parents to begin focusing on meeting the requirements outlined in their reunification plan. With housing no longer a daily uncertainty, they were able to search for employment and begin participating in supportive services that helped them move forward in their recovery and personal growth.

Thanks to BFH, the family began trial visits with their children in their new home, marking a critical step toward full family reunification. The structured support, combined with the stability of a roof over their heads, created the foundation they needed to heal, grow, and reunite.

Today, the family continues to make strides toward permanent housing and full custody. Their story is one of resilience, hope, and the life-changing impact of the Bringing Families Home Program.

Mariposa County Home Safe Program

Mariposa County has a higher percentage of older adults than most counties. Mariposa County was the first county to expend all of its funding ($500,000) and spent an additional fund of $70,000 to cover the participants. Unfortunately, the program was closed October 6, 2023 due to not having funding.

76.5 % of all participants in Home Safe program exited the program to permanent housing.

Client Story:

An older adult living alone on a limited fixed income faced a critical challenge when the water well on her property ran dry, leaving her without access to water. Despite using the few funds she had to try and repair the well, the efforts were unsuccessful. Her home, located 20 minutes from the nearest town, had no access to public transportation, making her situation even more difficult.

With the help of case management and the support of the Home Safe Program, she was able to have a new well installed, connect to essential resources, and remain safe and stable in her home. Without this crucial intervention, she likely would have faced homelessness and been unable to maintain her independence and well-being.

Mariposa County HDAP Program

75 % of all families that have entered and exited HDAP home have exited into permanent housing.

Client Story:

A family facing a transitional housing situation joined the HDAP program for support. With the assistance of their dedicated Case Manager, they applied for SSI for two members of the household and moved into a home that better suited their family's needs. Thanks to the advocacy of their HDAP Case Manager, both SSI applications were approved on the first attempt. This success enabled the family to transition out of the HDAP program and into permanent, stable housing, marking a significant step toward long-term stability.

Mariposa County CalWORKs HSP Program

61% of clients that have entered and exited the program have exited to permanent housing.

Client Letter:

To whom it may concern,

This is the story of my family's success working with Human Services Programs within Mariposa County, California, especially the Housing Support Services (HSS) or the Housing Support Program (HSP) and its employees.

At the end of 2021, after returning from a long hospital stay, the home we were moving into was sold without our knowledge and because we had been leaving a domestic situation, we ended up at Mountain Crisis Services. The staff there aided me with court navigation, emergency shelter and food.

The emergency shelter and staff granted us a safe environment to maintain some normalcy to continue school and daily life while formulating a plan to become employed and housed. Our pets were also allowed to stay with us, affording emotional stability and peace of mind knowing our whole family could stay together. I believe we were one of the first to be allowed this pet policy in our county.

Health and Human Services, with their programs designed to give support with a hand up not a handout, helped to keep my family fed (CalFresh), clothed (CashAid) and medically covered (MediCal) while getting our life back on track.

I had many roadblocks on our journey. At one point employment was near impossible due to my non-school aged children not being able to attend childcare because they lacked the proper documentation. During that period, I worked tirelessly to procure the paperwork from the government to legitimize my children's existence so that when I became employed they would be cared for.

While working with Mother Lode Job Training and CalWorks to find permanent employment I volunteered my time in the community and established strong ties with staff at one of the Mariposa Government buildings, eventually being offered a job with this entity.

The second major hurdle I crossed was housing. Due to not having rental history, no real employment history and owning a pet: affordable housing was a challenge. I finally found a home that would give my family and I a chance, but the price tag was daunting. The rent was high, and the move-in cost was outside of what I could afford.

This is when the Housing Support Program (HSP) and staff stepped in to alleviate my worries. With a contract signed and a promise to uphold my end of the deal, I signed a lease and HSP backed me with funds. HSP helped to support my family while gradually decreasing funding for the two years it took for me to get back on my feet.

In conclusion, we spent 6 months in a shelter, working daily with Mountain Crisis Services, Health and Human Services, Mother Load Job Training and the Housing Support Program to improve our situation. Thanks to all of these programs and especially the caring staff, my family and I are now thriving members of the Mariposa community. I hold a permanent, full-time job with one of the county employers; I help to run workshops and community events. My children have a warm and safe home with plenty of food and happy pets to care for and we no longer need the services we were so lucky to be allowed when we most needed support.

Many thanks, to those who worked diligently to cheerlead for a family who just needed a helping hand and some guidance. These programs are important for a community like Mariposa to improve its housing, employment and financial status.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-153

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Integrated Human Services Group, a California Corporation, in the Amount of $68,175.00 for Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Integrated Human Services Group, a California Corporation, in the Amount of $68,175.00 for a Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Feasibility Study will identify and report the current state requirements for childcare/daycare providers, thereby establishing the requirements for a qualified workforce.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new agreement with Integrated Human Services Group for Childcare Feasibility Study.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, Health and Human services would be without vital support.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Integrated Human Services Group 2025**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

AGREEMENT FOR CHILDCARE FEASIBILITY STUDY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Integrated Human Services Group, A California Corporation, 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 April 15, 2025, and terminate on December 31, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform childcare feasibility study services 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 $68,175.00 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) 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, $1,000,000 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:
Integrated Human Services Group,
A California Corporation
6040 Belfast Way
Roseville, CA 95747

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

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Richard Knecht, Managing Partner
Integrated Human Services Group, A California Corporation

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Walter Wall
County Counsel

Exhibit A

Scope of Work

- Inventory of Current Childcare/Daycare Facilities - Retrieve from ICES – determine how many childcare facilities are currently operating in the County.
- Demographic Profile of Families with Childcare Need – clearly identify the childcare demand in Mariposa County based on number of children, ages of children, income of eligible clients, primary work locations, and other indicators.
- Childcare Demand Projections deducted by evaluating the before-mentioned tasks, establishing a focus area for the study, and assessing the effects of a lack of childcare on workforce productivity.
- Engaging with key stakeholders and Mariposa community members to understand the nuances of Mariposa County's childcare need, market, and potential solutions.
- Evaluating Potential Childcare Opportunities and Workforce Development, such as a potential integration with the ongoing planning for a Mariposa County Resilience Hub, employer-coordinated childcare, or other new businesses created to address the childcare need, including a description of various financial/operating models for childcare services.
- Identify the current Incentives for Childcare/Daycare Providers and suggest additional possible incentives.
- Identify and report the current State Requirements for Childcare/Daycare Providers thereby establishing the requirements for a qualified workforce.
- A review of potential funding sources.

Deliverables

- A feasibility study report summarizing data changes since the 2009 Childcare Feasibility Study and an analysis of how to best address the need.
- A full inventory of local and licensed childcare/daycare providers.
- A roadmap for implementing the best possible solution to meeting the need for childcare, including specific details on strategies, operating models, and financial requirements.

Project Timeline

The project will span approximately 6.5 months, from May 1, 2025 through November 30, 2025. The estimated schedule is summarized here, and a more detailed project management table can be found on page 5. IHSG is sensitive to the very tight timeline present for completion, and to other dynamic factors present which will invite both consultants and county staff to a focused and prescriptive set of collaborative meetings and follow through.

- April 15-June, 2025 will focus on project kickoff, review of existing data and reports, development of data collection tools, and beginning stakeholder outreach.
- June-July 2025 will involve completing the provider inventory, conducting parent/provider surveys, facilitating focus groups, and analyzing current market conditions.
- August-Sept., 2025 will focus on analysis of survey data, a projection of future needs and opportunities, researching of models, evaluating potential solutions, drafting of initial findings, and presenting to stakeholders for feedback.
- Sept-October, 2025 will be dedicated to incorporating stakeholder feedback into the final report and submitting all deliverables by the October 5, 2025 deadline.

The compressed calendar will require efficient project management and parallel workstreams, and the IHSG team is confident that delivery of an actionable and informative plan can be completed in this timeframe. IHSG will work closely with county staff to ensure all deadlines are met while maintaining stakeholder engagement and analysis. Regular check-ins, on a frequency to be determined with the county project team, will help keep the work on schedule and allow for any needed adjustments to the timeline.

Timeline	**Key Activities**	**Deliverables**	**Person(s) Responsible**	**Approx. Hours**
April 15	Contract Award	N/A	Richard Knecht	N/A
May-June 2025	• Project kickoff meeting and work plan finalization • Review of existing data and reports • Development of data collection tools • Initial stakeholder outreach	• Detailed work plan • Data Collection instruments • Stakeholder engagement plan	Alison Tudor Amanda Sharp	73 hours
June-July 2025	• Complete provider inventory • Conduct parent/provider surveys • Facilitate focus	• Provider inventory • Survey results summary • Focus group findings • Current market	Alison Tudor Amanda Sharp	80 hours

	groups (virtual or in person) ● Analyze current market conditions	analysis		
August-Sept. 2025	● Project future needs and opportunities ● Research comparable models ● Evaluate potential solutions ● Draft initial findings ● Conduct stakeholder engagement	● Needs projection report ● Best practices research ● Stakeholder presentation(s)	Alison Tudor Amanda Sharp	80 hours
October 2025	● Incorporate stakeholder feedback into report ● Prepare final report with recommendations and implementation strategy	● Drafting of final report ● Draft presentation materials	Alison Tudor Amanda Sharp	55 hours
November, 2025	● Finalize report and recommendations ● Submit all deliverables	● Final Report ● Final Presentation ● All electronic files	Alison Tudor Amanda Sharp	15 hours

Exhibit B

Cost Report

IHSG is poised and prepared to deliver the scope and products indicated herein, at a total cost not to exceed $68,175.00. This cost estimate is based on an hourly all-inclusive rate of $225.00.

IHSG will assume travel time and provide light snacks for any in-person focus groups. The county would need to assume responsibility for any costs associated with facilities rental if needed and required. IHSG prefers to invoice monthly, per usual public accounting practices.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-154

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment with Sierra Foothill Conservancy, Increasing the Amount by $8,000, for a New Amount Not to Exceed $408,000, for Riparian Restoration Services; Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Sierra Foothill Conservancy, Increasing the Amount by $8,000, for a New Amount Not to Exceed $408,000, for Riparian Restoration Services; Authorize the Board of Supervisors Chair to Sign the Amendment

Starting in 2021, the Sierra Foothill Conservancy (SFC) has been our primary contractor for a grant project from the Wildlife Conservation Board. The purpose of this grant was to remove invasive vegetation, perform cultural burning, plant native vegetation, and install interpretive signage along Mariposa Creek. In order to secure local fabricators and artists for the signage, SFC and the County agreed to use $8,000 of contingency funding from the grant. As the primary contractor for the project, SFC held the contracts for the artists and fabricator. Therefore, we are requesting an increase to their contract by $8,000 to cover these additional costs. There is no budget action necessary as the funds are already budgeted in Fund 5527.

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 6, 2020; RES 2020-600
Adopt a Resolution Authorizing Submittal of a Formal Application to the Wildlife Control Board's (WCB) Riparian Restoration Grant Program to Support Cultural Burning and Landscape Restoration Work Associated with the Mariposa Creek Parkway.

April 6, 2021; RES 2021-172
Approve an Agreement with Sierra Foothill Conservancy to Complete the Mariposa Creek Parkway Restoration Project in an Amount Not to Exceed $400,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($415,000) 4/5ths Vote Required

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

We will not be able to reimburse SFC for the full scope of work they provided.

FINANCIAL IMPACT

Since this project is grant funded, increasing SFC's contract amount will have no impact on the General Fund.There is no budget action necessary as the funds are already budgeted in the project Fund 5527.

ATTACHMENTS

1. **Original Professional Services Contract**
2. **Professional Services Contract Amendment**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-172

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Award Agreement to Sierra Foothill Conservancy for Mariposa Creek Parkway Restoration & Budget Action

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Sierra Foothill Conservancy to complete the Mariposa Creek Parkway Restoration Project in an Amount Not to Exceed $400,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($415,000).

The scope of work includes four key tasks: vegetation management, planning, restoration monitoring, and access enhancements, each of which include various subtasks and activities. Given the scale and complexity of the project, it is necessary for the Planning Department to use grant funds to hire contractors to support implementation of the four key tasks and ensure successful completion of the scope of work.

The Planning Department has chosen to use a sole source procurement process to contract with the Sierra Foothill Conservancy as the prime consultant for completing this project. The rationale for this decision is in the accompanying memorandum. The grantor supports the decision.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In June 2020, the Planning Department submitted a pre-application to this grant program. After the success of that pre-application, the County was invited to submit a formal application, which included a variety of supporting materials such as a formal resolution. This application was successful, and on February 25, 2021 the Wildlife Conservation Board voted to provide the Planning Department with $415,000 to complete this project.

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3

Resolution - Action Requested 2021-172

Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will delay implementation of the restoration, and could result in violation of the grant agreement and corresponding return of funds to WCB.

FINANCIAL IMPACT:
There is no impact to the General Fund. This project will be fully covered by grant funding from Wildlife Conservation Board.

ATTACHMENTS:
Memorandum to BOS (PDF)
Agreement - 210329 PSA_SFC and County (PDF)
210406 Budget Action Form (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
527	1328-305	5648	Grant Funds		$(415,000.00)	
527	1328-802	0418	Professional Services		$ 415,000.00	
001	0104	414-1090	GENERAL CONTINGENCY			
TRANSFER BETWEEN FUNDS					**DEBIT**	**CREDIT**
					$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies;

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories with a budget unit;

JUSTIFICATION:

Grant Funding for the purpose of restoring the Mariposa Creek Parkway

DEPT HEAD SIGNATURE [signature] DATE 4/7/21

APPROVED BY RES NO. 21-172 CLERK Tracy Huntsinger, Deputy DATE 4-7-21

AUDITOR'S USE ONLY
BA#

AGREEMENT FOR RIPARIAN RESTORATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of April, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Foothill Conservancy, California non-profit public benefit corporation ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as Parties and individually referred to as Party.

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 the County or November 30, 2024, whichever is earlier.

2. SERVICES

Contractor shall perform riparian restoration services 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, including through subcontractors or agents, and shall be solely responsible for determining how to perform such riparian restoration services within the budget provided in Section 3. The Parties acknowledge that the Scope of Work is intended to fulfill the Mariposa Creek Parkway Riparian Restoration Grant Agreement Number WC-2093CA between the County and the Wildlife Conservation Board. The auditors of the State of California will have the right to examine contractor's records relative to the goods, services, equipment, materials, supplies, or other assistance provided to Mariposa County for the project.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $400,000. Contractor shall submit invoices for services performed on a monthly basis, though invoices may include services performed in preceding months. The County shall review and approve such invoices within 15 calendar days. If the County disputes an invoice, it shall inform Contractor of the nature of the dispute within the 15 days; the Parties shall then work in good faith to resolve the dispute. If the dispute cannot be resolved, Section 18 shall apply. The County shall pay Contractor within 30 calendar 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. PERMITTING, ENVIRONMENTAL REVIEW, AND COMMUNITY ENGAGEMENT

County shall be lead agency on all necessary permits for the Scope of Work, including any Lake and Streambed Alteration Agreement. County shall be lead agency on all environmental review associated with the Scope of Work, including compliance with the California Environmental

Quality Act. Contractor will assist in preparing materials for such permitting and environmental review, and facilitate submittal of permitting and environmental review applications. County will be listed as applicant or permittee. County shall be responsible for all community engagement required to implement the Scope of Work, including for any prescribed burn activities.

5. INSURANCE

Contractor shall procure and maintain for the duration of the agreement commercially reasonable insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the 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 limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The 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 performance of the work hereunder by the Contractor, its agents, representatives, or

employees (including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the 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, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the 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 notice to the 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 the 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 the 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 the County. The County may require the 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 the County.

(7) Verification of Coverage: Contractor shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The 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.

6. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all

liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts of the County and its officers, employees, agents and volunteers.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify Contractor and its officers, employees, agents, subcontractors, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from (a) the sole negligence or willful acts of the County and its officers, employees, agents and volunteers related to this Agreement or (b) permitting, environmental review, and community engagement undertaken by the County pursuant to Section 4.

7. 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.

8. 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 the 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.

9. 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.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the 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 the Contractor under this Agreement will be permitted only with the express written consent of the 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:
Bridget Fithian
Sierra Foothill Conservancy
5067 CA-140
Mariposa, CA 95338
(209) 742-5556

COUNTY:
Mikey Goralnik
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338
(209) 742-1222

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance 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 the 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 the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the 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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. 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 immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables.

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." 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 claim or 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 in 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

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the 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

The County has secured funds for the Scope of Work from the Wildlife Conservation Board, pursuant to Grant Agreement WC-2093CA for the Mariposa Creek Parkway Riparian Restoration Project.

Nevertheless, the Parties understand that if funding becomes unavailable pursuant to Grant Agreement WC-2093CA, the County would be required to rely on other appropriations. It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years 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, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables. Upon termination of this Agreement, 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 from 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 performed pursuant to the Scope of Work prior to such reduction or modification of the County budget, including planning, monitoring, and project coordination work subcontractor that has not yet

resulted in project deliverables, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the proposed Agreement amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

ATTEST:

Tracy Dauthin, Deputy
for Rene LaRoche
Clerk of the Board

CONTRACTOR

Bridget Fithian, Executive Director
Sierra Foothill Conservancy

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

The goals of this habitat restoration project are to restore approximately eight acres of native riparian habitat along the Mariposa Creek Parkway and connect the community with the restored landscape through natural history interpretive signage (Project). Habitat restoration activities, including removal of dense patches of nonnative invasive plants, will help restore channel morphology by allowing water to flow more freely through the creek corridor, lowering water velocities and minimizing channelization, scour and bank erosion, and will improve aquatic and terrestrial habitat for western pond turtle and other special status species.

The Project site consists of the Mariposa Creek channel and its adjacent floodplain and is primarily defined by two vegetation communities - mixed riparian woodland and riverine aquatic habitat. The mixed riparian woodland consists of native riparian trees including red willow, Fremont's cottonwood, white alder, and valley oak, interspersed with occasional uplands trees such as interior live oak, foothill pine, and California buckeye. Nonnative invasive plants, primarily tree-of-heaven and Himalayan blackberry, also inhabit the site and degrade wildlife habitat and functions of the hydrological cycle. Special status species potentially occurring in the Project area include the western pond turtle, western red bat, and pallid bat.

Habitat restoration will use an integrated environmental restoration strategy, blending traditional ecological knowledge (TEK) with scientific expertise to control tree-of-heaven and Himalayan blackberry and revegetate the creek corridor with native riparian and culturallysignificant native plants.

In collaboration with the project partners, the project will remove nonnative invasive plants using multiple control methods, including prescribed burning, manual and mechanical removal, herbicide application, and others to meet specified goals for the control of invasive plants. After effective invasive plant treatment(s) and monitoring, the project area will be planted with riverine aquatic and riparian woodland habitats selected for their role in supporting wildlife habitat, including pollinators, and their cultural value for the Southern Sierra Miwuk.

This will result in approximately 4.5 acres of restored riverine habitat along 3,000 linear feet of creek, and an additional 3.5 acres of restored riparian woodland habitat, primarily on the north side of Mariposa Creek (Project Area).

Task 1 – Planning and Permitting

Develop a Habitat Restoration and Management Plan (HRMP) for the Project Area. The draft and final HRMP will include, but is not limited to, the following:

- Integrated pest management practices for controlling noxious weeds pre- and post-planting
- Plant palette, design plan, and planting schedule
- Temporary irrigation specifications
- Performance criteria for native plant survivorship and cover
- Performance criteria for invasive plant control
- Maintenance and monitoring during establishment period
- Long-term maintenance and monitoring for restored riparian habitat

- Site maintenance with respect to visitor use
- Adaptive management

County will complete community engagement noticing for prescribed burning activities to inform the community of the project, address any concerns, and identify minor modifications to secure community support. Acquire all necessary permits/agreements for the project, including a Lake and Streambed Alteration Agreement.

**Deliverables:*

- *Draft and Final HRMP. Draft due by August 2021. WCB will be allowed 30 days to review.*
- *County will generate summary of community engagement efforts SFC will support*
- *Project permits secured with County as permittee*
- *Any other necessary agreements.*

Task 2 – Monitoring

Collect baseline and post-restoration biological data to monitor success of habitat restoration, and invasive plant control and wildlife usage of the restored habitat. Baseline data will be collected prior to project initiation and during peak floristic stage, bird nesting season, and reptile activity (expected before August 2021). At a minimum, visual estimation surveys will be performed to detect the presence, absence, and relative abundance of special status species occurring within the project area. All species observed will be recorded, including aquatic, terrestrial, and macroinvertebrates. CDFW's "Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities" will be used as a guide.

Post-restoration biological data will be collected every spring through the end of the grant term. Key habitat characteristics will be collected for the channel, riparian, and upland areas. Vegetation monitoring will be described in the HRMP and will generally follow the UC Division of Agriculture and Natural Resource's publication "Developing a Monitoring Program for Riparian Revegetation Projects."

**Deliverables:*

- *Summary of baseline biological data submitted with quarterly progress report.*
- *Summary of post-restoration biological data submitted with quarterly progress reports.*
- *Synthesized monitoring data provided in Final Project report.*

Task 3 – Habitat Restoration

This project is expected to control 95% of Himalayan blackberry and tree of heaven in the project area. Weed control methods will be specified in the HRMP and will include multiple practices such as prescribed burning, chemical application, and hand removal. Prescribed burning may be used prior to installing native plants. Site preparation and burning will be conducted with local TEK practitioners, comprised of a trained fire crew and contracted professionals.

A post-burn assessment and evaluation will be completed shortly after all prescribed burns to assess its effectiveness and determine the scale and location of any follow-up treatments that

may be needed to meet performance criteria. Post-burn assessments will include explicit vegetation goals as described in the HRMP. Adaptive management will be used as needed to meet invasive plant performance criteria within the grant's term.

In total, the project will restore eight acres of riparian habitat, including 4.5 acres of riverine habitat and 3.5 acres of riparian woodland. Initial planting is expected to occur in spring of 2022 following weed control and will include the installation of temporary irrigation and temporary fencing to protect plantings. A variety of plant life-forms (trees, shrubs, herbs) will be planted within each riparian habitat to restore habitat structure and complexity.

During the plant establishment period temporary irrigation will be available for at least three years, any dead plants will be replaced, and browsing, human disturbance, and invasive plant species will be controlled with temporary fencing and signage. Temporary irrigation may be extended as needed to support the successful establishment of plantings, and the plant establishment period will be extended if significant plant replacement is required.

Plantings will be protected during all maintenance activities including invasive weed control practices. Damaged or destroyed plants will be replanted in-kind or according to adaptive management findings.

**Deliverables*

- *Pre-and post-burn photo documentation*
- *Post-burn assessment and evaluation reports*
- *95% reduction of living tree-of-heaven plants and 95% reduction of blackberry cover*
- *Eight acres of restored riparian habitats that meet the performance criteria described in the HRMP.*

Task 4 – Interpretive Signage

In partnership with the Southern Sierra Miwuk Nation, design and fabricate interpretive signage and exhibits that emphasize the role of fire in Southern Sierra Miwuk identity and the relationship between cultural practices and riparian restoration activities. This first round of interpretive signage will be installed prior to the first prescribed burn to support the community engagement and noticing.

A second round of signage and exhibits will focus on the historic, cultural, and ecological roles of the native plants that were planted in the habitat restoration area. Installation of these signs and exhibits will be timed to coincide with the native plant species installation.

The final round of interpretive signage will emphasize ecological restoration and cultural practices that catalyze regeneration, regrowth, and landscape restoration as demonstrated by the in-progress restoration in which the interpretive materials will be placed nearby.

**Deliverables:*

- *Proof sheet of each designed interpretive sign/exhibit for WCB review*
- *Photo documentation of each installed interpretive sign/exhibit included in Final Project report.*

Task 5-Project Coordination Meetings

Regular coordination and management meetings are necessary to ensuring consistency and alignment throughout a complex and lengthy project. This scope of work will include biweekly project management check-ins between the prime contractor and Mariposa County, with participation from subcontractors as appropriate or necessary. The prime contractor will be responsible for scheduling meetings and ensuring participation from all necessary parties.

1347778.1

FIRST AMENDMENT TO AGREEMENT FOR RIPARIAN RESTORATION SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR RIPARIAN RESTORATION SERVICES ("Amendment") is made and entered into this 6th day of May 2025, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Foothill Conservancy, California non-profit public benefit corporation ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as "Parties" and individually referred to as "Party".

WHEREAS, County and Contractor have heretofore entered into an Agreement dated April 6th, 2021, wherein Contractor agreed to preform riparian restoration activities for the Mariposa Creek Parkway Phase II and III Riparian Restoration Project; and

WHEREAS, County and Contractor desire to amend said Agreement to increase the total amount of the agreement from $400,000 to $408,000;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

To accommodate unanticipated additional costs for interpretive signage, the County will use $8,000 of funds from the grant's contingency budget for the Contractor's budget.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Except as herein amended, the Agreement dated April 6th, 2021, shall remain in full force and effect.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Bridget Fithian, Executive Director Sierra Foothill Conservancy
ATTEST:	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Recognize the Service of John Shimer as an At-large Member of the Agricultural Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION

Recognize the Service of John Shimer as an At Large member of the Agricultural Advisory Committee.

Shimer's term expired February 28, 2025, and he has expressed that he would not be re-applying at this time.

With this action, there will be one vacancy with an unexpired term. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Recognize the Service of a committee member.

Shimer was appointed on June 18, 2013.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the service of a committee member.

FINANCIAL IMPACT

None

ATTACHMENTS

1. John Shimer's Email

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 II Supervisor Poe, District IV Supervisor Kiser

From: John & Annette Shimer
To: Sophea Craighead; Shannon Poe
Subject: Re: Agricultural Advisory Committee Expiring Term
Date: Saturday, January 25, 2025 6:55:29 AM
Attachments: image001.png
image002.png
Committees Application - blank-fillable_20150126111942026.pdf

---

Hi Sophea
Thanks for heads up. I will not be reapplying for this position.
Thanks.
John
Sent from my iPad

> On Jan 14, 2025, at 11:15 AM, Sophea Craighead <SCraighead@mariposacounty.org> wrote:
>
> Hello John,
>
> Happy New Year!
>
> I am reaching out to you because your position term is expiring at the end of February and wanted to know if you are planning on seeking re-appointment for this seat on the AAC? If so, you will need to re-apply. I have attached a blank committee application for you to print and fill out or you can apply online. Please see the below link:
>
> Forms • Committee Application
>
> Please have the completed application back to me by the end of January so I may submit your application to the Board of Supervisors February meeting for your re-appointment,
>
> Should you need assistance or have any questions, please feel free to reach out to me.
>
> Have a great day!
>
> Thank you,
> **Sophea Craighead| Office Technician**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-155

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with TDG Engineering, Inc. in the Amount of $188,316.70 for the Mariposa Town Transit and Economic Development Initiative; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with TDG Engineering, Inc. in the Amount of $188,316.70 for the Mariposa Town Transit and Economic Development Initiative; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County received a Sustainable Transportation Planning Grant from Caltrans to complete the Mariposa Town Transit & Economic Development Initiative. The grant will cover the full cost of the Initiative, as well as provide funds for Public Works and Planning staff to support the project.

The Mariposa Town Transit & Economic Development Initiative will identify a transit strategy, focused on improving parking availability and increasing public transit ridership, in Mariposa's downtown. Major deliverables include recommendations for (1) improving existing parking inventory in the Town's commercial area, (2) increasing Yosemite Area Regional Transportation System use, and (3) enhancing the pedestrian experience in Mariposa's downtown corridor.
The Mariposa Town Transit & Economic Development Initiative will look at these three interrelated challenges and develop a unified, comprehensive strategy that considers:

1) increasing parking inventory;
2) improving existing parking, including using resilience-focused strategies (e.g. with shaded tree canopies, stormwater interception and infiltration, etc.);
3) developing a sustainable fee structure or possible funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure and, subsequently, writing a proposed code amendment to reflect these recommendations;
4) adding wayfinding and informational signage for drivers to encourage more passersby to stop and visit Mariposa;
5) improving and adding pedestrian pathways to direct visitors to Mariposa's business district and downtown YARTS stops;
6) encouraging increased YARTS ridership through marketing campaigns, improved signage, and incentive-based systems.

The project advances planning efforts in the Mariposa County Short Range Transit Plan (2021), YARTS Strategic Plan (2021), Mariposa County's Integrated Mobility and Housing Study (2023), Regional Transportation Plan (2019), Transportation Center + Active Transportation Feasibility Study (2019), Mariposa Economic Vitality Strategy (2017), and elements of the California Transportation Plan 2040 (2016) and Caltrans District 10 System Management Plan (2015).

The County released a Request for Proposals on January 13, 2025 to complete the Mariposa Town Transit & Economic Development Initiative. TDG Engineering Inc. was selected as the consultant by an evaluation panel of Planning and Public Works staff. The Initiative will conclude prior to April 30, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 8, 2024 - LTC 2024-014 - The Local Transportation Commission approved the First Amendment to the FY 24/25 Local Transportation Commission (LTC) Overall Work Program (OWP), which included the Caltrans award for the Mariposa Town Transit & Economic Development Initiative SB1 Grant in the amount of $198,463.

December 19, 2023 - RES 2023-659 - The Board of Supervisors approved the submittal of an application to the Caltrans Sustainable Transportation Planning Grant Program to fund the Mariposa Town Transit and Economic Development Initiative; and authorized the Board of Supervisors Chair to sign the grant agreement and any other documents pertaining to this grant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this not be approved, the County would not be able to satisfy its grant agreement with Caltrans to complete the Mariposa Town Transit & Economic Development Initiative.

FINANCIAL IMPACT

The Mariposa Town Transit & Economic Development Initiative is fully funded by the Caltrans Sustainable Transportation Planning Grant Program. There is no impact on the County's General Fund.

ATTACHMENTS

1. Toole Contract - Mariposa Transit & Economic Development Initiative

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

AGREEMENT FOR THE MARIPOSA TOWN TRANSIT & ECONOMIC DEVELOPMENT INITIATIVE

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and TDG Engineering Inc., 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 April 30, 2027, whichever is earlier.

2. SERVICES

Contractor shall complete the Mariposa Town Transit & Economic Development Initiative 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 $188,316.70 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. Should the County fail to make timely payment, Contractor reserves the right to stop work until payment is received. 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 unless otherwise agreed upon.

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, and employees 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, and employees. Any insurance or self-insurance maintained by County, its officers, officials, or employees 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, and indemnify County, its officers, employees, and agents, from and against claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, including 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 negligence or willful misconduct of County. In the event this Agreement involves the performance of professional services by Contractor, Contractor's officers, employees, agents, or subcontractors, Contractor's costs to defend shall not exceed the Contractor's proportionate percentage of fault per Civil Code §2782.8.

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

Following prior written notice, 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. Consent shall not be unreasonably withheld.

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:
Kerry Aszklar
TDG Engineering, Inc.
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

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. Contractor shall be entitled to five (5) business days to cure or substantially begin to cure any breach prior to termination taking effect. 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

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Jessica Fields
TDG Engineering, Inc.
Regional Operations Dir. Western U.S.

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall
County Counsel

TOOLE DESIGN

319 SW WASHINGTON STREET
SUITE 420
PORTLAND, OR 97204

503.205.4607
TOOLEDESIGN.COM

EXHIBIT A: MARIPOSA TOWN TRANSIT AND ECONOMIC DEVELOPMENT SCOPE OF WORK

April 22, 2025

General Project Assumptions:

- County will review and return consolidated comments on all deliverables within one week unless otherwise noted.
- County will provide printed materials for meetings and events as needed; Consultant will not be responsible for printing materials.
- County will provide translation and interpretation services as needed for events and/or meetings.

TASK 0: PROJECT MANAGEMENT

Assumptions:

- Milestone Check-Ins: County and Consultant will use a Project Management Team meeting ahead of Task 5 and Task 7 to reevaluate scope and project budget, and to evaluate feasible work based on remaining budget.

Scope:
Toole Design will manage the Consultant effort, coordinating with the County and providing regular updates on scope, schedule, and budget.

TASK 0.1: PROJECT MANAGEMENT

Toole Design (“Toole” or “Consultant”) will coordinate all consultant team activities, managing both internal staff and overall project budget utilizing our real-time accounting system, Vantagepoint. Toole will prepare monthly Progress Reports to accompany each project invoice, prepared to County and grant standards.

TASK 0.2: PROJECT KICKOFF MEETING

Upon notice-to-proceed, Toole Design will hold a virtual kickoff meeting with the County’s Project Management Team. The kickoff meeting will provide a critical opportunity to confirm scope and schedule, align expectations, and identify potential project challenges and mitigation strategies. Toole will distribute a Project Management Plan (PMP) at the project kickoff meeting. The PMP will include a detailed project schedule that identifies key project milestones, critical dependencies, QA/QC and design reviews, deliverables, and tentative meeting dates, a list of lead staff responsible for each task, project communication protocols, and a QA/ QC Plan that includes details of internal team and County/ Steering Committee review and approval processes.

TASK 0.3: PROJECT MANAGEMENT TEAM (PMT) MEETINGS

Project Management meetings will be held with core County staff on a bi-weekly basis over the course of the project (as needed up to 40 half-hour meetings) to review project status, discuss upcoming deliverables, and plan

for project events. Meeting agendas and summaries will highlight decisions and action items to ensure efficient and effective project advancement.

TASK 0 DELIVERABLES:

Consultant team:

- Project Management Plan/Schedule
- Monthly Invoices and Progress Reports
- PMT Meeting Agendas and Summaries

County:

- None

TASK 1: DEFINE PLANNING CONTEXT

Assumptions:

- County will provide all necessary planning documents and policies, as well as available and collected parking data, for Consultant review and analysis.
- County will conduct two 10-hour studies of parking stalls (updated from the 2019 study), utilization, and occupancy data, one study on a weekend day and one on a weekday. Consultant will provide templates, tools, and direction for collecting parking utilization and occupancy data.
- Parking data collection will include the existing vehicle parking district and an emerging downtown parking zone. See Figure 1 for boundaries.
- Consultant will not collect parking utilization or occupancy data in-person. Consultant will analyze County-collected parking utilization and occupancy.
- If needed, County will collaborate with third party contractor for on-the-ground data collection.
- In Task 1.3, County will promote and distribute user perception survey. County will provide results to Consultant for analysis and summary to be added to Task 1.4. This survey may be distributed through community engagement Task 2.3. No formal, standalone written summary from user perception survey will be submitted as a deliverable.

Scope:

Toole Design will review, analyze, and summarize existing conditions, key planning documents, and relevant policies focused on parking, transit, and pedestrian accessibility, thereby establishing the planning context for the Mariposa Town Transit and Economic Development Initiative.

TASK 1.1: REVIEW PLANNING DOCUMENTS AND POLICIES

Toole Design will review existing plans and policies relevant to this effort and as directed by County staff. In so doing, we will keep a close eye out for key pieces of support for this project as well as any adopted plan components or policies that may be in conflict with its goals and intended outcomes.

TASK 1.2: PARKING CODE AUDIT

Rick Williams Consulting (RWC) will lead the evaluation of Mariposa's current code and policies related to parking for the project area, looking in particular to understand how the current code works for residents, businesses, visitors, and transit riders. We will review current provisions found within the County's recently updated

development code (Title 17.108/330) and polices related to the overall intent and purpose for parking management in the downtown (Title 10.08), as well as the Mariposa County Regional Transportation Plan, Mariposa County General Plan, and other relevant documents provided by the County.

TASK 1.3: DATA COLLECTION AND ANALYSIS

Toole Design and Rick Williams Consulting will work with the County to source any available data in the downtown vehicle parking zone and the emerging downtown parking zone (Figure 1) for local parking locations, supply, and use as well as the local sidewalk system. Consultant will augment this existing data as necessary with a desktop review of local conditions and site observations and photography during our initial site visit. On-site evaluation will aid in identifying how the parking environment functions, ease of navigation for users new to the area, condition of the striping and signage, areas of parking surpluses and deficits, and effectiveness of user communication (i.e., getting the right user in the right space). We will conduct a user perception survey to allow anonymous respondents to be candid with their insights.

TASK 1.4: PLANNING CONTEXT SUMMARY WHITE PAPER

We will write up findings on existing conditions, relevant plans, and guiding policies in a Planning Context Summary White Paper to be referenced by the Consultant, County staff, the Steering Committee, and the broader community as necessary throughout the project.

TASK 1 DELIVERABLES:

Consultant team:

- Planning Context Summary White Paper
- Updated occupancy and utilization data for existing vehicle parking district and the emerging downtown zone

County:

- Utilization and occupancy from two rounds of 10-hour parking data collection

Figure 1. Boundaries for existing vehicle parking district and emerging downtown parking zone

TASK 2: DEVELOP DETAILED PLAN FOR ENGAGEMENT AND CONVENE STAKEHOLDERS

Assumptions:

- County will provide online platform for virtual meetings with focus groups.
- County will conduct outreach to recruit project Steering Committee members.
- County will be responsible for communications with Steering Committee members.
- County will provide definition of equity communities (either from past planning efforts or County's formal definition) for Consultant to use in Community Engagement Plan.

Scope:

Toole Design will assist the County in designing and planning for a successful, equitable, and meaningful community engagement process that garners valuable input and develops project champions.

TASK 2.1: STEERING COMMITTEE PARTNERSHIP AGREEMENT

Toole Design will work with County staff to develop a partnership agreement for the Town Transit Steering Committee comprised of representatives from area non-profits, businesses, tribal groups, County departments, etc. This charter document will describe the roles and responsibilities for committee members, communication protocols, and meeting schedule. We will review this document with the committee at their inaugural meeting, during which the group will discuss any needed additions or modifications. When changes have been agreed to, the committee members will sign the document, thereby formally committing to their role(s) in delivering a successful project.

TASK 2.2: STEERING COMMITTEE, STAKEHOLDER, AND COMMUNITY ENGAGEMENT PLAN

The Toole Design team will work with the County to prepare a full Community Engagement Plan (CEP) to maximize meaningful engagement from the Steering Committee, area stakeholders, community members who will benefit most from the Plan and its outcomes, and the general public. The CEP will outline the goals and plans for the full range of project engagement activities, including the Steering Committee, focus groups, interactive workshops, surveys, and online engagement. We will work with the Mariposa Arts Council and/or the Mariposa County Creative Placemaking Committee to set a process for engaging local artists in the Traveler Information and Wayfinding work (see Task 7.4). Our team will review the CEP with the Steering Committee before finalizing.

TASK 2.3: STEERING COMMITTEE MEETINGS

The County will convene the Steering Committee for up to ten (10) meetings – approximately once every other month for the duration of the project. Toole Design staff will attend each meeting virtually (other than during milestone visits to Mariposa) and, pending the final Partnership Agreement and CEP, will present and/or facilitate at each. Meeting agendas and summaries will highlight decisions and action items to ensure efficient and effective project advancement.

TASK 2 DELIVERABLES:

Consultant team:

- Steering Committee Partnership Agreement
- Community Engagement Plan
- Steering Committee Meeting Agendas and Summaries

County:

- None

TASK 3: COLLECT PRELIMINARY COMMUNITY PERSPECTIVES

Assumptions:

- County and Consultant will identify potential focus group participants; County will contact/recruit potential focus group participants.
- County will be responsible for finding and organizing meeting space for any in-person focus group meetings.
- County will be responsible for communications with focus group participants. Consultant will provide communication support (e.g., meeting agendas) as needed.
- County will provide any applicable County-branded materials (e.g., PowerPoints, Word documents, brand guide, etc.).

Scope:

Based on the approved Community Engagement Plan, Toole Design will work with the County and the Steering Committee to plan, prepare for, and facilitate a series of Focus Group Meetings with key, strategic stakeholders and interest groups related to the project and its implementation. (These groups are expected to include representatives from YARTS, area committees and commissions, local non-profits, and County departments.) When possible, individual Focus Groups will have a mix of groups represented, thereby providing an opportunity to hear from one another, discuss shared goals, and collaborate in real-time.

TASK 3.1: ROSTER OF FOCUS GROUP PARTICIPANTS

Toole Design will work with County staff to determine a roster of Focus Group participants, with strategic emphasis on organizations that are key to the plan's advancement and implementation.

TASK 3.2: PREPARATION OF PRESENTATION MATERIALS

Toole Design will prepare clear and user-friendly presentation materials appropriate for the expected range of Focus Group participants.

TASK 3.3: FOCUS GROUP MEETINGS

Toole Design will collaborate with the County and Steering Committee to facilitate up to six (6) strategic Focus Group Meetings to gather initial data, opinions, and ideas for the project. We will prepare a meeting summary for each, including information about attendance (demographics, groups represented, etc.).

TASK 3 DELIVERABLES:

Consultant team:

- Roster of Focus Group Participants
- Focus Group Presentation Materials
- Focus Group Summaries

County:

- None

TASK 4: SUMMARIZING BASELINE CONDITIONS

Scope:

In Task 4, the Toole Design team will prepare a document summarizing the Task 1 planning context work and the community perspectives gathered in Task 3. Core to this document will be a set of benchmarks and performance metrics by which to measure the plans, concepts, and measures proposed in subsequent tasks.

TASK 4.1: GOALS, BENCHMARKS, AND PERFORMANCE METRICS

Toole Design and RWC will work the County to draft a set of project goals, benchmarks, and performance metrics to be used for evaluating the concepts and recommendations developed in later phases of the project. We will vet these goals, benchmarks, and metrics with the Steering Committee before publishing them in the Baseline Conditions Summary.

TASK 4.2: BASELINE CONDITIONS SUMMARY

Toole Design will summarize the project's planning context as well as input from the Steering Committee and Focus Groups regarding parking, pedestrian infrastructure, and YARTS ridership into a Baseline Conditions Summary. This document will include the final goals, benchmarks, and performance metrics and will be illustrated via a set of maps, diagrams, infographics, and/or precedent images tailored to convey baseline conditions and stakeholder input.

TASK 4 DELIVERABLES:

Consultant team:

- Draft Goals, Benchmarks, and Performance Metrics
- Baseline Conditions Summary

County:

- None

TASK 5: DRAFT TRANSIT IMPROVEMENTS AND CONCEPTS

Assumptions:

- County will manage communications with YARTS. Consultant will provide project-related information for the County to share with YARTS.
- Milestone Check-In: County and Consultant will use a Task 0.3 Project Management Team (PMT) meeting to reevaluate remaining scope based on available budget.

Scope:

The Toole Design Team will prepare a set of preliminary concepts and recommendations to bolster transit access and ridership, improve pedestrian connectivity, and enhance parking infrastructure. In so doing, we will recognize the interrelated nature of each and strive to craft proposals that increase parking capacity and overall accessibility while preserving Mariposa's rural, historic charm.

TASK 5.1: PARKING INFRASTRUCTURE IMPROVEMENT CONCEPTS

Using the findings from the Task 1.3 site observations and user perceptions survey, as well as industry best practices, the Toole Design team will prepare a series of infrastructural recommendations, detailing their relative effectiveness, scale of cost to implement, and recommended phasing based on the County's stage of parking management evolution.

TASK 5.2: PARKING MANAGEMENT CONCEPTS

Building on the previous task, RWC will develop a toolkit of parking management strategies scaled and customized to fit the immediate, near-, mid-, and long-term needs of Mariposa. The toolkit will provide a scale of each strategy's efficacy, its relative cost, and implementation horizon—when and how the strategy should be implemented and how to maximize its effectiveness when paired with other strategy implementation. The recommendations will provide a parking roadmap for Mariposa to follow, allowing for flexibility and emphasizing the unique needs and nature of Mariposa.

TASK 5.3: PEDESTRIAN PATHWAYS/ IMPROVEMENT CONCEPTS

Toole Design will supplement recommendations from the 2024 County Active Transportation Plan, the 2019 Transportation Center + Active Transportation Feasibility Study, and the Mariposa Creek Parkway (as available) to prepare a coordinated set of initial recommendations that focus on access to/from transit and to/from enhanced parking infrastructure for residents and visitors at key points in Downtown Mariposa. Drawing on the character and pedestrian experience in Old Town and within the Downtown Parking District, including shaded arcades, active building frontages, and clear signage, proposals will focus on improving existing pathways, crossings, and wayfinding.

TASK 5.4: TRANSIT RIDERSHIP ENHANCEMENT CONCEPTS

Toole Design will draft a set of initial recommendations for making travel by YARTS understandable, accessible, and attractive, thereby bolstering transit ridership. Consultant will consider stop locations and enhancements, wayfinding, and strategies for shaping traveler choices including via traveler information channels and messaging.

TASK 5.5: CURBSIDE MANAGEMENT CONCEPTS

Toole Design will develop a set of initial draft recommendations for curbside management to positively impact on-street parking, particularly in Mariposa's core. The focus will be on optimizing the use of limited street space while balancing various needs for local businesses, residents, and visitors.

TASK 5 DELIVERABLES:

Consultant:

- Parking Infrastructure Improvement Concepts
- Parking Management Concepts
- Pedestrian Pathways/Improvement Concepts
- Transit Ridership Enhancement Concepts
- Curbside Management Concepts

County:

- None

TASK 6: COMMUNITY ENGAGEMENT – DRAFT TRANSIT IMPROVEMENTS AND CONCEPTS

Assumptions:

- County will be responsible for coordinating Focus Group scheduling with focus group members.
- County will host the online survey on their website platform. Toole Design will create survey using our survey platform (i.e., Alchemer). County will host any project materials (i.e., deliverables, presentations) on their website that are referenced in the online survey.
- County will be responsible for promoting the survey and in-person events (e.g., via social media posts, newsletter blurbs, emailing partners, etc.).

Scope:

Implementing the Task 2 Community Engagement Plan (CEP), and in close coordination with the County and Steering Committee, Toole Design will prepare and facilitate a range of engagement activities designed and draw feedback and insights from the broader Mariposa community.

TASK 6.1: COMMUNITY ENGAGEMENT MATERIALS

Toole Design will create a set of engagement materials to convey to the community the concepts and recommendations developed in Task 5. (These materials are expected to include maps, diagrams, presentation boards, digital slideshows, or handouts.) Materials will be used for multiple community engagement and stakeholder engagement opportunities where appropriate.

TASK 6.2: CORE STAKEHOLDER ENGAGEMENT

The County will convene up to six (6) Focus Group Meetings, which Toole Design will facilitate, in order to garner input on the preliminary concepts and recommendations. (Focus Group invitees are expected to include representatives from the Southern Sierra Miwuk Nation, the Alliance for Community Transformations, and others as recommended by the Steering Committee.)

TASK 6.3: BROADER COMMUNITY ENGAGEMENT

In collaboration with County staff and the Steering Committee, Toole Design will facilitate at least three (3) interactive Community Workshops, including one to be held in the Community Center at Creekside Terrace. Each of these workshops will be designed to help local residents, property owners, business owners, and employees consider and evaluate the emerging recommendations, their potential effectiveness, and their appropriateness for the context of Mariposa. We will ask attendees to assess the concepts' ability to equitably meet the needs of Mariposa's residents, particularly those currently underserved, while servicing visitors to the area.

TASK 6.4: COMMUNITY SURVEY

In order to garner input and opinions from a broader cross-section of the Mariposa community, Toole Design will prepare an online survey to run concurrently with the Focus Groups and Workshops. This survey is expected to include necessary background information, links to relevant documents, and succinct questions about the proposals and concepts developed to-date.

TASK 6.5: SUMMARY OF COMMUNITY INPUT AND FEEDBACK

Toole Design will prepare a clear summary of the Task 6 engagement efforts as well as the community input and feedback, organized so as to elucidate key themes and reactions to the work to-date. The Toole Design Team will

review this summary with the PMT and Steering Committee to determine a preferred direction for concept refinements.

TASK 6 DELIVERABLES:

Consultant:

- Community Engagement Materials
- Community Survey
- Summary of Community Input and Feedback

County:

- Focus Group scheduling
- Website to host project materials

TASK 7: DRAFT MARIPOSA TOWN TRANSIT AND ECONOMIC DEVELOPMENT INITIATIVE

Assumptions:

- Milestone Check-In: County and Consultant will use a Task 0.3 Project Management Team (PMT) meeting to reevaluate remaining scope based on available budget.

Scope:

Drawing from community input gathered in Task 6, and with clear direction from the Steering Committee and PMT, Toole Design will prepare a draft of the Mariposa Town Transit and Economic Development Initiative. This document will lay out recommendations for parking, pedestrian connectivity and wayfinding, and transit improvements.

TASK 7.1: DRAFT PARKING CODE AMENDMENTS

Using the findings from Task 1.2, RWC will provide red-lined code language changes and additions to better define the role of parking management and help direct the execution of daily / seasonal operations guided by current policy language and broader vision the County has adopted in its planning and vision documents. Using industry best practices and a honed understanding of what will work for Mariposa, we will make code updates to reflect the overall project goals and the Town's long-term vision.

TASK 7.2: DRAFT PARKING FEE STRUCTURE AND FUNDING MECHANISM RECOMMENDATIONS

RWC will develop implementable structure and parking management proposals that are appropriately scaled to Mariposa today and into the foreseeable future.

TASK 7.3: DRAFT PEDESTRIAN IMPROVEMENT RECOMMENDATIONS

Based on the County's 2024 Active Transportation Plan, Toole Design will prepare a refined set of recommendations for resilient pedestrian connectivity and access focused in particular on connecting users to available parking, transit, and local businesses.

TASK 7.4: DRAFT WAYFINDING RECOMMENDATIONS

Toole Design will refine previous concepts from the 2019 Transportation Center and Active Transportation Feasibility Study, the 2024 Mariposa County Active Transportation Plan, and the current Mariposa Creek Parkway Master Plan (if available) into a set of recommendations for wayfinding that emphasize access to/from transit, County-owned off-street parking lots, and local businesses. At this stage, and based on previous coordination with the Mariposa Arts Council and/or the Mariposa County Creative Placemaking Committee, the Toole Design team will engage local artists to assist in developing mock-ups for wayfinding signage and information kiosks as budget allows.

TASK 7.5: DRAFT TRANSIT RECOMMENDATIONS

Toole Design will prepare a set of implementable recommendations for improving YARTS accessibility and ridership, emphasizing enhanced transit use by local Mariposans and visitors.

TASK 7.6: DRAFT MARIPOSA TOWN TRANSIT AND ECONOMIC DEVELOPMENT INITIATIVE

Toole Design will combine the above Task 7 components into a single, illustrated document capturing the full suite of recommendations for improving ridership, parking supply and finance, and pedestrian connectivity within Mariposa. Toole Design will review this draft with the PMT, Steering Committee, Focus Groups, and the broader community in Task 8.

TASK 7 DELIVERABLES:

Consultant:

- Draft Mariposa Town Transit and Economic Development Initiative

County:

- None

TASK 8: COMMUNITY ENGAGEMENT – DRAFT MARIPOSA TOWN TRANSIT AND ECONOMIC DEVELOPMENT INITIATIVE

Assumptions:

- County will be responsible for coordinating Focus Group scheduling with Focus Group members.

Scope:

Implementing the Task 2 Community Engagement Plan (CEP), and in close coordination with the County and Steering Committee, Toole Design will prepare for and facilitate a range of engagement activities designed to draw feedback and insights from the broader Mariposa community on the Draft Mariposa Town Transit and Economic Development Initiative. Pending the creation of the CEP, these activities are expected to include the following:

TASK 8.1: COMMUNITY ENGAGEMENT MATERIALS

Toole Design will create a set of engagement materials to convey to the community the key plan elements and recommendations developed in Task 7. (These materials are expected to include maps, diagrams, presentation boards, digital slideshows, and/or handouts.)

TASK 8.2: CORE STAKEHOLDER ENGAGEMENT

The County will reconvene the six (6) Focus Group Meetings from Task 6. Toole Design will facilitate these sessions in order to garner input on the Draft Initiative and its key recommendations.

TASK 8.3: BROADER COMMUNITY ENGAGEMENT

In collaboration with County staff and the Steering Committee, Toole Design will facilitate at least two (2) interactive community workshops. These workshops will be designed to help local residents, property owners, business owners, and employees consider and evaluate the Draft Initiative and its potential effectiveness. Toole Design will ask attendees to assess the recommendations' ability to equitably meet the needs of Mariposa's residents, particularly those currently underserved, while also servicing visitors to the area.

TASK 8.4: SUMMARY OF COMMUNITY INPUT AND FEEDBACK

Toole Design will prepare a summary of the Task 8 engagement efforts as well as the community input and feedback organized so as to clearly describe key feedback themes and reactions to the Draft Initiative. Our team will review this summary with the PMT and Steering Committee to determine final direction for the work.

TASK 8 DELIVERABLES:

Consultant:

- Community Engagement Materials
- Summary of Community Input and Feedback

County:

- None

TASK 9: RELEASE DRAFT, LTC HEARINGS, AND APPROVAL

Assumptions:

- Milestone Check-In: County and Consultant will use a Task 0.3 Project Management Team (PMT) meeting to reevaluate remaining scope based on available budget.

Scope:

Toole Design will incorporate final comments and input from the PMT and Steering Committee into a Revised and Final version of the Mariposa Town Transit and Economic Development Initiative, which we will also present to the Local Transportation Commission for adoption.

TASK 9.1: REVISED DRAFT INITIATIVE

Based on feedback collected during the Task 9 engagement activities, and with clear direction from the PMT and Steering Committee, Toole Design will prepare a Revised Draft of the Initiative.

TASK 9.2: FINAL INITIATIVE

Toole Design will review the Revised Draft Initiative with the PMT and Steering Committee and will incorporate any final changes or additions to create a Final Mariposa Town Transit and Economic Development Initiative.

TASK 9.3: REPORT ADA ACCESSIBILITY REVIEW

Toole Design will set up a report document template with readable fonts and ensure colors to be used throughout the document meet minimum color contrast standards. Throughout the project, Consultant will develop any images, graphics, and maps with an eye to simplicity, contrast, and readability, and develop alternate text or descriptions for all report visuals. Once the final report has been approved by the PMT, Toole Design's Accessible Documents team will use Common Look Pro and Adobe Acrobat to ensure compliance with Section 508 and WCAG 2.0 A and AA standards. Toole Design will provide an accessibility report from Common Look verifying compliance with checkpoints.

TASK 9.4: LOCAL TRANSPORTATION COMMISSION (LTC) HEARING

Toole Design will partner with the PMT and Steering Committee to present the Final Mariposa Town Transit and Economic Development Initiative to Local Transportation Commission for approval. Toole Design will prepare a brief summary of comments received from LTC.

TASK 9 DELIVERABLES:

Consultant:

- Revised Draft Mariposa Town Transit and Economic Development Initiative
- Final Mariposa Town Transit and Economic Development Initiative
- LTC Meeting Minutes Summary

County:

- None

Exhibit B
COST PROPOSAL

MARIPOSA TOWN TRANSIT & ECONOMIC DEVELOPMENT INITIATIVE (Mariposa, CA)			
TASK #	**TASK NAME**	**FEE**	
Task 1	DEFINE PLANNING CONTEXT	$	14,165.00
Task 2	DEVELOP DETAILED PLAN FOR ENGAGEMENT & CONVENE STAKEHOLDERS	$	13,280.00
Task 3	COLLECT PRELIMINARY COMMUNITY PERSPECTIVES	$	17,706.00
Task 4	SUMMARIZING BASELINE CONDITIONS	$	16,567.70
Task 5	DRAFT TRANSIT IMPROVEMENTS & CONCEPTS	$	41,609.00
Task 6	COMMUNITY ENGAGEMENT - DRAFT CONCEPTS	$	17,706.00
Task 7	DRAFT MARIPOSA TOWN TRANSIT & ECONOMIC DEV'T INITIATIVE	$	44,265.00
Task 8	COMMUNITY ENGAGEMENT - DRAFT INITIATIVE	$	17,706.00
Task 9	RELEASE DRAFT INITIATIVE; LTC HEARINGS & APPROVAL	$	5,312.00
	TOTAL PROPOSED FEE	**$**	**188,316.70**

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Recognize the Service of Jackie Baxton as a Practicing Artist Member of the Creative Placemaking Strategy Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION

Recognize the Service of Jackie Baxton as a Practicing Artist Member of the Creative Placemaking Strategy Advisory Committee.

Baxton's term expired February 28, 2025, and she has expressed that she can no longer serve on this committee as she has other obligations at this time.

With this action, there will be two vacancies; one vacancy is to fill the Practicing Artist Category and one vacancy is to fill the Resource Conservation Expert Category. Both vacancies are for unexpired terms. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Recognize the Service of a committee member.

Baxton was appointed on March 13, 2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the service of a committee member.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 250421 Jackie Resignition Email

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 II Supervisor Poe, District IV Supervisor Kiser

From: Ava Burns
Sent: Monday, April 21, 2025 1:38 PM
To: Hannah Harrison
Subject: Re: CPSAC Committee Business

Hi Hannah,

I just heard back from Jackie and she has decided to leave the committee. She's studying veterinary medicine and feels that she doesn't have time to contribute right now.

Best,

Ava.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Accept the Resignation and Recognize the Service of Gary Friesen from the Airport Advisory Committee (AAC) Member

---

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Gary Friesen from the Airport Advisory Committee (AAC) Member

Mr. Friesen has Served on the AAC Since 2021 as a Member with Aviation Expertise

The Airport Advisory Committee was established as an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. They advise and provide recommendations on the preparation and adoption of an airport comprehensive use plan, land use projects in the Mt. Bullion area and the airport master plan for the Mariposa-Yosemite Airport.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors confirms appointments and accepts resignations of all county-related committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None, leaves committee vacancy

FINANCIAL IMPACT

None

ATTACHMENTS

None

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 II Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-156

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the Public Works Director to Waive the Encroachment Fee of $206 and Approve the Closure of High Street in Hornitos for the First Annual Hornitos Spring Flea Market on Sunday, May 18, 2025, with Set-Up on Saturday, May 17, 2025

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of $206 and Approve the Closure of High Street in Hornitos for the First Annual Hornitos Spring Flea Market on Sunday, May 18, 2025, with Set-Up on Saturday, May 17, 2025.

The event is sponsored by the Hornitos Historical Society to support the preservation of the Historic Hornitos Schoolhouse. It will be held at Hornitos Park and offer a variety of vendors. The Hornitos Historical Society will be selling breakfast at Stagg Hall and, for a small donation, will also host tours of town historical interest sites.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar encroachment permit waivers and road closures for other local non-profits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, would be a hardship for the event sponsor.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Hornitos Spring Flea Market_Redacted**
2. **Flea Market Flyer 2025**
3. **Hornitos Spring Flea Market - Map**
4. **Hornitos Spring Flea Market - Assemblage_Redacted**
5. **Hornitos Spring Flea Market - CHP Letter**
6. **Hornitos Spring Flea Market - Insurance**
7. **Hornitos Spring Flea Market Proof of Reservation_Redacted**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 4/9/25 Building Permit #: _____

APPLICANT: RICHARD WESTFALL/ HORNITOS HISTORICAL SOCIETY FLEA MARKET

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) High St. AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1.
- ☐ DRIVEWAY
- ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
- ☑ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT 5/17/25 & 5/18/25
- ☐ OTHER (EXPLAIN BELOW)

5/17 SET up 5/18 FLEA MARKET

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

HORNITOS STATE HALL/PARK MAP INCLUDED

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: N/A

5. ADDRESS OF PARCEL: 2884 BEAR VALLEY RD., HORNITOS, CA 95325

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

CONTACT ~~OWNERS~~ NAME: RICHARD WESTFALL HORNITOS HISTORICAL SOCIETY

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: RICHARD WESTFALL

PHONE NUMBER: [redacted]

SIGNATURE OF APPLICANT [redacted]

MAILING ADDRESS: [redacted]

1ST ANNUAL HORNITOS SPRING FLEA MARKET!

Hornitos Historical Society

Day: Sunday

Date: May 18th, 2025

Time: 7:00 am-2:00 pm

Where: The Hornitos Park

Location: Hornitos, CA

Please Join Us!

Come by for our 1st annual spring flea market to support the preservation of the historic Hornitos School House. The HHS will be selling breakfast in the hall and a variety of vendors will be available in the park. The HHS will also be hosting town tours of sites of historic interest for a small donation.

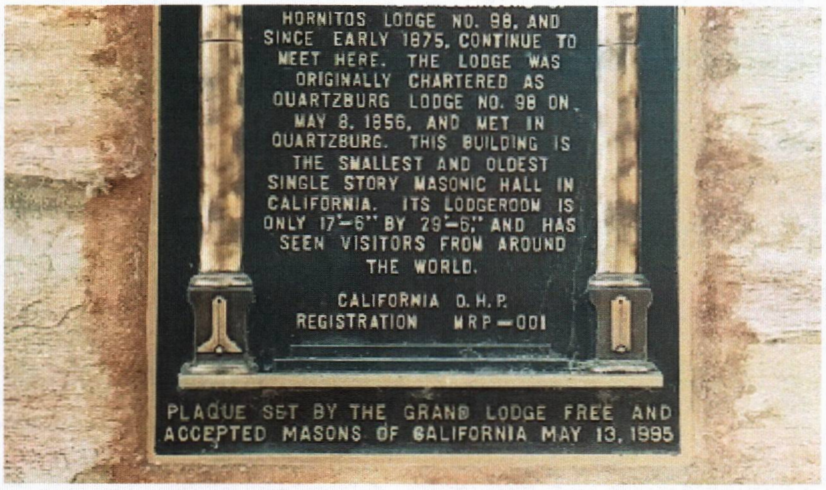
WANT TO BE A VENDOR? USE ONE OF THE FOLLOWING TO ACCESS THE APPLICATION.

HTTPS://TINYURL.COM/4BU9RZK2T

MESSAGE US ON FACEBOOK
OR EMAIL
HORNITOSHISTORICALSOCIETY@GMAIL.COM

Google Maps Hornitos

Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 50 ft



location of event

Hornitos

California

Sunny · 72°F
2:07 PM

Directions Save Nearby Send to phone Share

Quick facts

Hornitos is a census-designated place in Mariposa County, California, United States. It is located on Burns Creek 25 miles by road south of Coultervil... More

Hornitos Spring Flea Market

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: 3.19.2025

Scheduled Date of Event: MAY 18, 2025 Setup May 17th Time: 6:30AM - 3PM

Exact Location of Each Activity: HORNITOS PARK, SCHOOLHOUSE GROUNDS,

Number Of People Attending, (Reasonable Estimate): 500

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

FLEA MARKET - 10x10 BOOTHS TO SELL CRAFTS, OLD ITEMS, ANTIQUES, COLLECTIBLES, REPURPOSED GOODS,

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? YES

If Yes, Please Give Details. FOOD TRUCKS, BREAKFAST CURTSO IN STAG HALL, EGGS, PANCAKES, BACON COFFEE, WATER

~~DANCE SOFTBALL HAMBURGERS, CHIPS, BEER~~

Please List Mode, Extent, And Nature of Advertising: GAZETTE AD, BANNERS, FLYERS

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. [redacted]
2.
3.
4.
5.
6.

If more space is needed, please attach on a separate page.

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: Mariposa County FSU

Sanitation Facilities: Public restrooms in Hornitos Park / Stagecoach or School

Police Protection: Mariposa County Sheriff

Zoning & Land Use: Mariposa County

Parking & Traffic Control: Parking on street / School / Catholic Church

Emergency Medical Services: John C. Fremont Hospital

Insurance/Bond: United States Liability Ins. Co.

ABC License number (If applicable): N/A

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire	[signature]	X			3/26/25
Health Dept.	[signature]	X	see attached.		3/24/25
Hospital	[signature]	X	See Fire Fire		3/26/25
Planning	[signature]	X			3/25/25
CHP	[signature], 19699	X			3-19-25
Sheriff	[signature]	X	—	—	4.3.25
Other:					

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval. 966-3615 Jerry Boone

Application: Hornitos Historical Society / Richard Westfall

Address: [redacted]

Phone Nu

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Health Department Conditions for Assemblage Permits

1) Applicant shall submit a plan to the Health Officer for providing First Aid and Emergency Medical Services at least 30 days prior to the event if applicant plans to provide these.

2) Any and all food must be provided by an approved/permitted vendor. Have all food vendors obtain a permit from the Health Department at least 10 days prior to the event.

3) If there are no permanent restroom facilities within 200 feet of the food vendors there must be at least 2 portable toilets equipped with hand washing stations located within 200 feet of all food vendors.

4) There must be adequate toilet facilities for all participants and visitors. 1 toilet per 50 people minimum. This may require the use of portable toilets.

5) The applicant shall provide an adequate number of solid waste and recycling bins so as to prevent littering. Solid waste and recycling bins shall be placed throughout the property including the parking areas. All solid waste shall be removed from the site within 1 week and properly disposed of at the county landfill.

6) All potable water shall be from a Health Department approved source. This may require the use of bottled water or source testing.

CALIFORNIA HIGHWAY PATROL

GAVIN NEWSOM, GOVERNOR

CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
PO Box 217
Mariposa, CA 95338
(209) 966-3656
(209) 966-6765 (FAX)
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

March 18, 2025

File No.: File No.:455.17421.A15057.Hornitos Park

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application from Hornitos Park. This event is scheduled for May 18, 2025. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfacing with traffic on Hornitos Road. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

J. MESA, Lieutenant
Commander
Mariposa Area

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2025

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 Fluetsch and Busby Insurance PO Box 780 Merced, CA 95341 License #: 0358327	CONTACT NAME: Tricia Bungart PHONE (A/C, No, Ext): (209)722-1541 FAX (A/C, No): (209)723-8189 E-MAIL ADDRESS: tricia@fandb1912.com
INSURED Hornitos Historical Society 1006 Brookdale Drive Merced, CA 95340	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: United States Liability Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00027393-46793** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		NBP1568793A	09/26/2024	09/26/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Regarding event being held on 5/18/25.

Certificate holder is named as additional insured.

CERTIFICATE HOLDER

Mariposa County
PO BOX 905
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

(TEB)

© 1988-2015 ACORD CORPORATION. All rights reserved.

Mariposa County
Parks and Recreation Division
4998 County Park Rd.
P.O. Box 732
Mariposa, Ca 95338
Phone: (209) 966-2498

PAID

Application and Agreement for Use of County Recreation Facilities

Facility Request: Hornitos Stagg Hall

Date Requested: 5/17/2025 & 5/18/2025

Time Requested: All Day

Name of Person in Charge: [redacted]

Name of Organization: Hornitos Historical Society

Phone: [redacted]

Email: [redacted]

Event Description: Hornitos Flea Market Breakfast **Number Expected: 100** **Entry Fee:**

*Public assemblage permit required for functions serving 250 people or more

Are alcoholic beverages to be consumed on the premises during the event? Yes ☐ No ☒

*Selling Alcohol will require a permit from the alcohol beverage control board

Are you having a bounce house? Yes ☐ No ☒

***The use of Bounce Houses will require additional insurance coverage from the vendor. Cannot be a waterslide bounce house.**

Use Fee: **$90** Liability Insurance: **$87 or SELF** Deposit: **$100**

Fees are to be paid in full two (2) weeks prior to the requested date. Checks payable to Mariposa County Parks and Recreation.

If liability insurance is required, it may be purchased from the county or user group may use their own insurance. Special event certificates must be $1,000,000.00 liability, name County of Mariposa as additional insured with the address PO BOX 732 Mariposa, CA 95338. The following verbiage must be included on the certificate: "The County of Mariposa, its officials, employees and volunteers are included as Additional Insureds with respect to General and Auto Liability Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions and exclusions. Waiver of provisions, conditions and exclusions."

If alcohol is on the premises, county insurance must be purchased.

The deposit is a separate check or cash and is fully refundable as long as cleaning is done and there are no damages to the facility. This includes placing all trash in dumpsters, removing all decorations, vacuuming/mopping all floors, cleaning all counters, tables and restrooms. By signing this, you agree to the terms of this agreement and to the rules and regulations in the Recreation Facilities Use Policy (found on the Mariposa County website).

Signature _____

Office Use Only

Request Approved: YES☐ NO☐ Use Fee received ☑ Insurance ☑ Deposit ☑ Initial CQ

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-157

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for an Amount Not to Exceed $28,080 to be Used Towards Children's Registration Costs Through the Mariposa County Parks and Recreation Summer Day Camp Program, During the Period of June 9, 2025, to August 15, 2025; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for an Amount Not to Exceed $28,080 to be Used Towards Children's Registration Costs Through the Mariposa County Parks and Recreation Summer Day Camp Program, During the Period of June 9, 2025, to August 15, 2025; and Authorize the Board of Supervisors Chair to Sign the MOU.

MCUSD will provide funding through its Expanded Learning Operations program grant to cover children's registration costs for all Parks & Recreation summer day camp participants. MCUSD will also provide snacks and lunches for all participants. The food will be delivered daily to the summer day camp program by a certified food handler employed by MCUSD.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved an MOU between MCUSD and Mariposa County Parks & Recreation in the past. Resolution 2024-244; Resolution 2023-238.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, many local children could miss the opportunity to enroll in the summer day camp program, which includes snacks and lunches.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Contract County of Mariposa - Parks and Recreation - 2025 Summer Day Camp - ELOP updated**
2. **2024-244**
3. **2023-238**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MEMORANDUM OF UNDERSTANDING

BETWEEEN

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT AND

COUNTY OF MARIPOSA

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 6th day of March 2025, by and between the MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT ("MCUSD") and the COUNTY OF MARIPOSA ("COUNTY"), a political subdivision of the State of California.

WHEREAS, the COUNTY for many years has offered a summer day camp for children ages 7 through 12; and

WHEREAS, the parties desire to make the summer day camp experience available to more MCUSD students; and

WHEREAS, MCUSD has deemed it in the public interest to provide funding through its Expanded Learning Operations Program grant to cover children's registration costs for this service.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby enter into this agreement for the provision of summer day camp services to MCUSD students as follows:

MCUSD RESPONSIBILITIES

1. MCUSD shall provide COUNTY a sum not to exceed TWENTY-EIGHT THOUSAND EIGHTY DOLLARS ($28,080) to be used by COUNTY to apply towards children's registration costs though the Mariposa County Parks and Recreation Summer Camp Program, during the period of June 9, 2025 to August 15, 2025.
2. MCUSD shall provide a lump sum payment on or before June 1, 2025.
3. MCUSD will provide snacks and lunches to the COUNTY for the use of children participants in the summer day camp during the term of this Agreement, which food will be delivered each day to the location of the summer day camp by a certified food handler employed through MCUSD.

COUNTY RESPONSIBILITIES

1. COUNTY shall make the summer day camp available to all age appropriate MCUSD students without charging a registration fee.
2. COUNTY shall provide MCUSD a check in and check out list of participants for each day of the summer day camp during this Agreement. These participant check in and check out lists shall be delivered to MCUSD no later than August 30, 2025.

GENERAL TERMS

1. The term of this agreement begins on the date this Agreement is approved by the COUNTY's Board of Supervisors and signed by MCUSD and County and ends August 30, 2025.
2. Either party may terminate this Agreement upon 30 days written notice to the other party.
3. It is mutually agreed that this Agreement may be modified or amended only upon written mutual assent of the parties hereto.

INDEMNIFICATION

1. To the fullest extent permitted by law, MCUSD shall hold harmless, defend at its own expense, and indemnify COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of MCUSD or its officers, agents, or employees, in rendering services under this agreement; excluding however such liability, claims, losses, damages, or expenses, arising from COUNTY's sole negligence or willful acts.
2. To the fullest extent permitted by law, COUNTY shall hold harmless, defend at its own expense, and indemnify MCUSD, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of COUNTY or its officers, agents, or employees, in rendering services under this agreement; excluding however such liability, claims, losses, damages, or expenses, arising from MCUSD's sole negligence or willful acts.

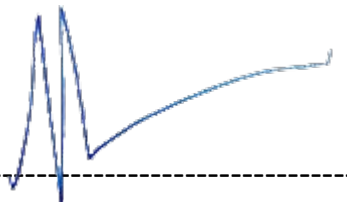
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Rosemarie Smallcomb, Chair

Board of Supervisors

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT



COUNTERSIGNED:

(Government Code 25103)

Danielle Bondshu

Clerk of the Board

APPROVED AS TO LEGAL FORM

Walter Wall

County Counsel

DocuSign Envelope ID: 948D5040-BC04-480A-BC65-5B6CB890A10B

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-244

MEETING: June 11, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Memorandum of Understanding (MOU) with the Mariposa Unified School District (MCUSD) or an Amount not to Exceed $23,400 for a Term of June 10, 2024, to August 9, 2024, for Day Camp Registration Costs for MCUSD Students; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the Mariposa Unified School District (MCUSD) or an Amount not to Exceed $23,400 for a Term of June 10, 2024, to August 9, 2024, for Day Camp Registration Costs for MCUSD Students; and Authorize the Board of Supervisors Chair to Sign the MOU.

MCUSD will provide funding through its Expanded Learning Opportunities program to cover children's registration costs for all Parks & Recreation Day Camp participants. MCUSD will also provide snacks and lunches for participants. The food will be delivered each day to the summer day camp by a certified food handler employed through MCUSD.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 2, 2023, Resolution 2023-238 the Board approved the Memorandum of Understanding (MOU) with the Mariposa Unified School District (MCUSD) to fund the cost of registration for Day Camp children.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, many local children will miss the opportunity to be enrolled in summer day camp this year.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **MCUSD - MOU Daycamp 2024**

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

DS JD

DocuSign Envelope ID: AB950FD2-8D38-4479-A7D2-221433D751B7

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-238

MEETING: May 2, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve an Memorandum of Understanding (MOU) with Mariposa County Unified School District(MCUSD)

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) with the Mariposa County Unified School District (MCUSD) for an Amount Not to Exceed $23,400 for a Term of June 12, 2023 to August 11, 2023 for Day Camp Registration Costs for MCUSD Students; and Authorize the Board of Supervisors Chair to Sign the MOU.

MCUSD will provide funding through its Expanded Learning Operations Program to cover children's registration costs for all Parks & Recreation Day Camp participants. MCUSD will also provide snacks and lunches to the County. The food will be delivered each day to the summer day camp by a certified food handler employed through MCUSD.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 21, 2022, Resolution 2022-372 the Board approved a Memorandum of Understanding (MOU) with the Mariposa Unified School District (MCUSD) to fund the cost of registration for Day Camp children.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, many local children will miss the opportunity to be enrolled in summer day camp this year.

FINANCIAL IMPACT:
NONE

ATTACHMENTS:
MOU with Mariposa County2023 (PDF)

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

REF ID# 13987

DS JD

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-158

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the First Amendment to the Agreement with Mark Thomas and Company, Inc. for Architectural and Engineering (A&E) On-Call Civil Engineering Services to Extend the Term of the Agreement to June 30, 2030, and Increase Compensation by $2,000,000 for a New Amount Not to Exceed $4,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment to the Agreement with Mark Thomas and Company, Inc. for Architectural and Engineering (A&E) On-Call Civil Engineering Services to Extend the Term of the Agreement to June 30, 2030, and Increase Compensation by $2,000,000 for a New Amount Not to Exceed $4,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County expresses its satisfaction with the On-Call Engineering firm's work and aims to extend the services provided. Mark Thomas has been pivotal in projects including the Active Transportation Program (ATP) Safe Routes to School, the State Transportation Improvement Program (STIP) Indian Peak Bridge, and the STIP Harris Road Bridge. There are multiple new task orders anticipated for the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, Resolution 2023-98, the Board approved an A&E Civil Engineering On-Call Agreement with Mark Thomas & Company, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will be required to procure professional A&E services by other less efficient methods.

FINANCIAL IMPACT

The On-Call Contract does not impose any financial burden on the County, as the expenses for the A&E projects are fully funded by grants.

ATTACHMENTS

1. **First Amendment - Mark Thomas On-Call Agreement**
2. **Mark Thomas - On Call Eng Services (1)**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

FIRST AMENDMENT TO AGREEMENT FOR A&E ON-CALL CIVIL ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR A&E ON-CALL CIVIL ENGINEERING SERVICES, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mark Thomas & Company, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 21, 2023, wherein Contractor agreed to provide A&E on-call civil engineering services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2030.

2. Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional Two Million Dollars (2,000,000) will be added to the original amount of Two Million Dollars (2,000,000), making the total compensation paid to Contractor the not to exceed amount of Four Million Dollars (4,000,000).

Except as herein amended, the Agreement dated February 21, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombs, Chair Board of Supervisors	Ed Noriega, Associate Principal Mark Thomas & Company, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter W. Wall County Counsel

FIRST AMENDED EXHIBIT B
FIRST AMENDED COST PROPOSAL

Cost Proposal 2

Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Mariposa On-Call (A&E) Contract No. _____ Participation Amount $ _____ Date: 4/3/2025

For Combined Rate

Fringe Benefit 92.57% + General & Administrative 58.18% = Combined 150.75%

For Home Office Rate

Fringe Benefit ___% + General & Administrative ___% = Home Office ___%

For Field Office Rate

Fringe Benefit ___% + General & Administrative ___% = Field Office ___%

Fee = 13%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Principal	$ 405.00	N/A	7/1/2022	6/30/2023		$ 142.93	$ 140.00 - $ 190.00
	$ 417.15	N/A	7/1/2023	6/30/2024	3.00%	$ 147.22	$ 144.20 - $ 195.70
	$ 429.66	N/A	7/1/2024	6/30/2025	3.00%	$ 151.64	$ 148.53 - $ 201.57
	$ 442.55	N/A	7/1/2025	6/30/2026	3.00%	$ 156.19	$ 152.98 - $ 207.62
	$ 455.83	N/A	7/1/2026	6/30/2027	3.00%	$ 160.87	$ 157.57 - $ 213.85
	$ 469.51	N/A	7/1/2027	6/30/2028	3.00%	$ 165.70	$ 162.30 - $ 220.26
	$ 483.59	N/A	7/1/2028	6/30/2029	3.00%	$ 170.67	$ 167.17 - $ 226.87
	$ 498.10	N/A	7/1/2029	6/30/2030	3.00%	$ 175.79	$ 172.18 - $ 233.68
Sr. Engineering Manager	$ 361.00	N/A	7/1/2022	6/30/2023		$ 127.41	$ 105.00 - $ 140.00
	$ 371.83	N/A	7/1/2023	6/30/2024	3.00%	$ 131.23	$ 108.15 - $ 144.20
	$ 382.98	N/A	7/1/2024	6/30/2025	3.00%	$ 135.16	$ 111.39 - $ 148.53
	$ 394.47	N/A	7/1/2025	6/30/2026	3.00%	$ 139.22	$ 114.74 - $ 152.98
	$ 406.31	N/A	7/1/2026	6/30/2027	3.00%	$ 143.40	$ 118.18 - $ 157.57
	$ 418.50	N/A	7/1/2027	6/30/2028	3.00%	$ 147.70	$ 121.72 - $ 162.30
	$ 431.05	N/A	7/1/2028	6/30/2029	3.00%	$ 152.13	$ 125.38 - $ 167.17
	$ 443.98	N/A	7/1/2029	6/30/2030	3.00%	$ 156.69	$ 129.14 - $ 172.18
Engineering Manager	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 - $ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 - $ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 - $ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 - $ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 - $ 126.06
	$ 353.58	N/A	7/1/2027	6/30/2028	3.00%	$ 124.79	$ 111.29 - $ 129.84
	$ 364.19	N/A	7/1/2028	6/30/2029	3.00%	$ 128.53	$ 114.63 - $ 133.73
	$ 375.11	N/A	7/1/2029	6/30/2030	3.00%	$ 132.39	$ 118.07 - $ 137.75
Design Manager	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 - $ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 - $ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 - $ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 - $ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 - $ 126.06
	$ 353.58	N/A	7/1/2027	6/30/2028	3.00%	$ 124.79	$ 111.29 - $ 129.84
	$ 364.19	N/A	7/1/2028	6/30/2029	3.00%	$ 128.53	$ 114.63 - $ 133.73
	$ 375.11	N/A	7/1/2029	6/30/2030	3.00%	$ 132.39	$ 118.07 - $ 137.75
Sr. Project Manager	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 - $ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 - $ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 - $ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 - $ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 - $ 110.30
	$ 292.14	N/A	7/1/2027	6/30/2028	3.00%	$ 103.10	$ 85.79 - $ 113.61
	$ 300.90	N/A	7/1/2028	6/30/2029	3.00%	$ 106.20	$ 88.36 - $ 117.02
	$ 309.93	N/A	7/1/2029	6/30/2030	3.00%	$ 109.38	$ 91.01 - $ 120.53

Sr. Technical Lead	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00	- $ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22	- $ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51	- $ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86	- $ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29	- $ 110.30
	$ 292.14	N/A	7/1/2027	6/30/2028	3.00%	$ 103.10	$ 85.79	- $ 113.61
	$ 300.90	N/A	7/1/2028	6/30/2029	3.00%	$ 106.20	$ 88.36	- $ 117.02
	$ 309.93	N/A	7/1/2029	6/30/2030	3.00%	$ 109.38	$ 91.01	- $ 120.53
Project Manager	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00	- $ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86	- $ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78	- $ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75	- $ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78	- $ 86.66
	$ 236.49	N/A	7/1/2027	6/30/2028	3.00%	$ 83.46	$ 71.87	- $ 89.26
	$ 243.59	N/A	7/1/2028	6/30/2029	3.00%	$ 85.97	$ 74.03	- $ 91.94
	$ 250.89	N/A	7/1/2029	6/30/2030	3.00%	$ 88.55	$ 76.25	- $ 94.70
Technical Lead	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00	- $ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86	- $ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78	- $ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75	- $ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78	- $ 86.66
	$ 236.49	N/A	7/1/2027	6/30/2028	3.00%	$ 83.46	$ 71.87	- $ 89.26
	$ 243.59	N/A	7/1/2028	6/30/2029	3.00%	$ 85.97	$ 74.03	- $ 91.94
	$ 250.89	N/A	7/1/2029	6/30/2030	3.00%	$ 88.55	$ 76.25	- $ 94.70
Sr. Project Engineer	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00	- $ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62	- $ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29	- $ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01	- $ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78	- $ 75.41
	$ 205.19	N/A	7/1/2027	6/30/2028	3.00%	$ 72.42	$ 62.60	- $ 77.67
	$ 211.35	N/A	7/1/2028	6/30/2029	3.00%	$ 74.59	$ 64.48	- $ 80.00
	$ 217.69	N/A	7/1/2029	6/30/2030	3.00%	$ 76.83	$ 66.41	- $ 82.40
Sr. Technical Engineer	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00	- $ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62	- $ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29	- $ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01	- $ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78	- $ 75.41
	$ 205.19	N/A	7/1/2027	6/30/2028	3.00%	$ 72.42	$ 62.60	- $ 77.67
	$ 211.35	N/A	7/1/2028	6/30/2029	3.00%	$ 74.59	$ 64.48	- $ 80.00
	$ 217.69	N/A	7/1/2029	6/30/2030	3.00%	$ 76.83	$ 66.41	- $ 82.40
Project Engineer	$ 157.00	N/A	7/1/2022	6/30/2023		$ 55.41	$ 50.00	- $ 60.00
	$ 161.71	N/A	7/1/2023	6/30/2024	3.00%	$ 57.07	$ 51.50	- $ 61.80
	$ 166.56	N/A	7/1/2024	6/30/2025	3.00%	$ 58.78	$ 53.05	- $ 63.65
	$ 171.56	N/A	7/1/2025	6/30/2026	3.00%	$ 60.55	$ 54.64	- $ 65.56
	$ 176.70	N/A	7/1/2026	6/30/2027	3.00%	$ 62.36	$ 56.28	- $ 67.53
	$ 182.01	N/A	7/1/2027	6/30/2028	3.00%	$ 64.23	$ 57.96	- $ 69.56
	$ 187.47	N/A	7/1/2028	6/30/2029	3.00%	$ 66.16	$ 59.70	- $ 71.64
	$ 193.09	N/A	7/1/2029	6/30/2030	3.00%	$ 68.15	$ 61.49	- $ 73.79
Design Engineer II	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 37.00	- $ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 38.11	- $ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 39.25	- $ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 40.43	- $ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 41.64	- $ 61.90
	$ 156.50	N/A	7/1/2027	6/30/2028	3.00%	$ 55.23	$ 42.89	- $ 63.76
	$ 161.20	N/A	7/1/2028	6/30/2029	3.00%	$ 56.89	$ 44.18	- $ 65.67
	$ 166.03	N/A	7/1/2029	6/30/2030	3.00%	$ 58.60	$ 45.51	- $ 67.64
Design Engineer I	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 30.00	- $ 45.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 30.90	- $ 46.35
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 31.83	- $ 47.74
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 32.78	- $ 49.17
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 33.77	- $ 50.65
	$ 127.52	N/A	7/1/2027	6/30/2028	3.00%	$ 45.00	$ 34.78	- $ 52.17
	$ 131.35	N/A	7/1/2028	6/30/2029	3.00%	$ 46.36	$ 35.82	- $ 53.73
	$ 135.29	N/A	7/1/2029	6/30/2030	3.00%	$ 47.75	$ 36.90	- $ 55.34

Sr. Planner	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 41.00	- $ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 42.23	- $ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 43.50	- $ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 44.80	- $ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 46.15	- $ 61.90
	$ 156.50	N/A	7/1/2027	6/30/2028	3.00%	$ 55.23	$ 47.53	- $ 63.76
	$ 161.20	N/A	7/1/2028	6/30/2029	3.00%	$ 56.89	$ 48.96	- $ 65.67
	$ 166.03	N/A	7/1/2029	6/30/2030	3.00%	$ 58.60	$ 50.42	- $ 67.64
Planner II	$ 113.00	N/A	7/1/2022	6/30/2023		$ 39.88	$ 36.00	- $ 45.00
	$ 116.39	N/A	7/1/2023	6/30/2024	3.00%	$ 41.08	$ 37.08	- $ 46.35
	$ 119.88	N/A	7/1/2024	6/30/2025	3.00%	$ 42.31	$ 38.19	- $ 47.74
	$ 123.48	N/A	7/1/2025	6/30/2026	3.00%	$ 43.58	$ 39.34	- $ 49.17
	$ 127.18	N/A	7/1/2026	6/30/2027	3.00%	$ 44.89	$ 40.52	- $ 50.65
	$ 131.00	N/A	7/1/2027	6/30/2028	3.00%	$ 46.23	$ 41.73	- $ 52.17
	$ 134.93	N/A	7/1/2028	6/30/2029	3.00%	$ 47.62	$ 42.99	- $ 53.73
	$ 138.98	N/A	7/1/2029	6/30/2030	3.00%	$ 49.05	$ 44.28	- $ 55.34
Planner I	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 28.00	- $ 35.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 28.84	- $ 36.05
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 29.71	- $ 37.13
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 30.60	- $ 38.25
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 31.51	- $ 39.39
	$ 103.18	N/A	7/1/2027	6/30/2028	3.00%	$ 36.41	$ 32.46	- $ 40.57
	$ 106.27	N/A	7/1/2028	6/30/2029	3.00%	$ 37.51	$ 33.43	- $ 41.79
	$ 109.46	N/A	7/1/2029	6/30/2030	3.00%	$ 38.63	$ 34.44	- $ 43.05
Sr. Technician	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 39.00	- $ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 40.17	- $ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 41.38	- $ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 42.62	- $ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 43.89	- $ 61.90
	$ 159.98	N/A	7/1/2027	6/30/2028	3.00%	$ 56.46	$ 45.21	- $ 63.76
	$ 164.78	N/A	7/1/2028	6/30/2029	3.00%	$ 58.15	$ 46.57	- $ 65.67
	$ 169.72	N/A	7/1/2029	6/30/2030	3.00%	$ 59.90	$ 47.97	- $ 67.64
Technician	$ 92.00	N/A	7/1/2022	6/30/2023		$ 32.47	$ 23.00	- $ 40.00
	$ 94.76	N/A	7/1/2023	6/30/2024	3.00%	$ 33.44	$ 23.69	- $ 41.20
	$ 97.60	N/A	7/1/2024	6/30/2025	3.00%	$ 34.45	$ 24.40	- $ 42.44
	$ 100.53	N/A	7/1/2025	6/30/2026	3.00%	$ 35.48	$ 25.13	- $ 43.71
	$ 103.55	N/A	7/1/2026	6/30/2027	3.00%	$ 36.54	$ 25.89	- $ 45.02
	$ 106.65	N/A	7/1/2027	6/30/2028	3.00%	$ 37.64	$ 26.66	- $ 46.37
	$ 109.85	N/A	7/1/2028	6/30/2029	3.00%	$ 38.77	$ 27.46	- $ 47.76
	$ 113.15	N/A	7/1/2029	6/30/2030	3.00%	$ 39.93	$ 28.29	- $ 49.19
Intern	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00	- $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48	- $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97	- $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48	- $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01	- $ 30.39
	$ 73.03	N/A	7/1/2027	6/30/2028	3.00%	$ 25.78	$ 18.55	- $ 31.30
	$ 75.23	N/A	7/1/2028	6/30/2029	3.00%	$ 26.55	$ 19.10	- $ 32.24
	$ 77.48	N/A	7/1/2029	6/30/2030	3.00%	$ 27.35	$ 19.68	- $ 33.21
Survey Division Manager	$ 314.00	N/A	7/1/2022	6/30/2023		$ 110.82	$ 96.00	- $ 118.00
	$ 323.42	N/A	7/1/2023	6/30/2024	3.00%	$ 114.14	$ 98.88	- $ 121.54
	$ 333.12	N/A	7/1/2024	6/30/2025	3.00%	$ 117.57	$ 101.85	- $ 125.19
	$ 343.12	N/A	7/1/2025	6/30/2026	3.00%	$ 121.09	$ 104.90	- $ 128.94
	$ 353.41	N/A	7/1/2026	6/30/2027	3.00%	$ 124.73	$ 108.05	- $ 132.81
	$ 364.01	N/A	7/1/2027	6/30/2028	3.00%	$ 128.47	$ 111.29	- $ 136.79
	$ 374.93	N/A	7/1/2028	6/30/2029	3.00%	$ 132.32	$ 114.63	- $ 140.90
	$ 386.18	N/A	7/1/2029	6/30/2030	3.00%	$ 136.29	$ 118.07	- $ 145.13
Sr. Survey Manager	$ 238.00	N/A	7/1/2022	6/30/2023		$ 84.00	$ 74.00	- $ 90.00
	$ 245.14	N/A	7/1/2023	6/30/2024	3.00%	$ 86.52	$ 76.22	- $ 92.70
	$ 252.49	N/A	7/1/2024	6/30/2025	3.00%	$ 89.11	$ 78.51	- $ 95.48
	$ 260.07	N/A	7/1/2025	6/30/2026	3.00%	$ 91.78	$ 80.86	- $ 98.35
	$ 267.87	N/A	7/1/2026	6/30/2027	3.00%	$ 94.54	$ 83.29	- $ 101.30
	$ 275.91	N/A	7/1/2027	6/30/2028	3.00%	$ 97.37	$ 85.79	- $ 104.33
	$ 284.18	N/A	7/1/2028	6/30/2029	3.00%	$ 100.30	$ 88.36	- $ 107.46
	$ 292.71	N/A	7/1/2029	6/30/2030	3.00%	$ 103.30	$ 91.01	- $ 110.69

Survey Manager	$ 211.00	N/A	7/1/2022	6/30/2023		$ 74.47	$ 64.00	- $ 81.00
	$ 217.33	N/A	7/1/2023	6/30/2024	3.00%	$ 76.70	$ 65.92	- $ 83.43
	$ 223.85	N/A	7/1/2024	6/30/2025	3.00%	$ 79.00	$ 67.90	- $ 85.93
	$ 230.57	N/A	7/1/2025	6/30/2026	3.00%	$ 81.37	$ 69.93	- $ 88.51
	$ 237.48	N/A	7/1/2026	6/30/2027	3.00%	$ 83.81	$ 72.03	- $ 91.17
	$ 244.61	N/A	7/1/2027	6/30/2028	3.00%	$ 86.33	$ 74.19	- $ 93.90
	$ 251.95	N/A	7/1/2028	6/30/2029	3.00%	$ 88.92	$ 76.42	- $ 96.72
	$ 259.50	N/A	7/1/2029	6/30/2030	3.00%	$ 91.58	$ 78.71	- $ 99.62
SUE Program Manager	$ 241.62	N/A	7/1/2022	6/30/2023		$ 85.28	$ 76.20	- $ 94.65
	$ 248.87	N/A	7/1/2023	6/30/2024	3.00%	$ 87.83	$ 78.49	- $ 97.49
	$ 256.34	N/A	7/1/2024	6/30/2025	3.00%	$ 90.47	$ 80.84	- $ 100.41
	$ 264.03	N/A	7/1/2025	6/30/2026	3.00%	$ 93.18	$ 83.27	- $ 103.43
	$ 271.95	N/A	7/1/2026	6/30/2027	3.00%	$ 95.98	$ 85.76	- $ 106.53
	$ 280.11	N/A	7/1/2027	6/30/2028	3.00%	$ 98.86	$ 88.34	- $ 109.73
	$ 288.51	N/A	7/1/2028	6/30/2029	3.00%	$ 101.82	$ 90.99	- $ 113.02
	$ 297.17	N/A	7/1/2029	6/30/2030	3.00%	$ 104.88	$ 93.72	- $ 116.41
Sr. Project Surveyor	$ 186.00	N/A	7/1/2022	6/30/2023		$ 65.64	$ 57.00	- $ 72.00
	$ 191.58	N/A	7/1/2023	6/30/2024	3.00%	$ 67.61	$ 58.71	- $ 74.16
	$ 197.33	N/A	7/1/2024	6/30/2025	3.00%	$ 69.64	$ 60.47	- $ 76.38
	$ 203.25	N/A	7/1/2025	6/30/2026	3.00%	$ 71.73	$ 62.29	- $ 78.68
	$ 209.34	N/A	7/1/2026	6/30/2027	3.00%	$ 73.88	$ 64.15	- $ 81.04
	$ 215.63	N/A	7/1/2027	6/30/2028	3.00%	$ 76.10	$ 66.08	- $ 83.47
	$ 222.09	N/A	7/1/2028	6/30/2029	3.00%	$ 78.38	$ 68.06	- $ 85.97
	$ 228.76	N/A	7/1/2029	6/30/2030	3.00%	$ 80.73	$ 70.10	- $ 88.55
Project Surveyor	$ 172.00	N/A	7/1/2022	6/30/2023		$ 60.70	$ 49.00	- $ 68.00
	$ 177.16	N/A	7/1/2023	6/30/2024	3.00%	$ 62.52	$ 50.47	- $ 70.04
	$ 182.47	N/A	7/1/2024	6/30/2025	3.00%	$ 64.40	$ 51.98	- $ 72.14
	$ 187.95	N/A	7/1/2025	6/30/2026	3.00%	$ 66.33	$ 53.54	- $ 74.31
	$ 193.59	N/A	7/1/2026	6/30/2027	3.00%	$ 68.32	$ 55.15	- $ 76.53
	$ 199.39	N/A	7/1/2027	6/30/2028	3.00%	$ 70.37	$ 56.80	- $ 78.83
	$ 205.38	N/A	7/1/2028	6/30/2029	3.00%	$ 72.48	$ 58.51	- $ 81.20
	$ 211.54	N/A	7/1/2029	6/30/2030	3.00%	$ 74.66	$ 60.26	- $ 83.63
Sr. Surveyor	$ 147.00	N/A	7/1/2022	6/30/2023		$ 51.88	$ 42.00	- $ 58.00
	$ 151.41	N/A	7/1/2023	6/30/2024	3.00%	$ 53.44	$ 43.26	- $ 59.74
	$ 155.95	N/A	7/1/2024	6/30/2025	3.00%	$ 55.04	$ 44.56	- $ 61.53
	$ 160.63	N/A	7/1/2025	6/30/2026	3.00%	$ 56.69	$ 45.89	- $ 63.38
	$ 165.45	N/A	7/1/2026	6/30/2027	3.00%	$ 58.39	$ 47.27	- $ 65.28
	$ 170.41	N/A	7/1/2027	6/30/2028	3.00%	$ 60.14	$ 48.69	- $ 67.24
	$ 175.53	N/A	7/1/2028	6/30/2029	3.00%	$ 61.95	$ 50.15	- $ 69.26
	$ 180.79	N/A	7/1/2029	6/30/2030	3.00%	$ 63.81	$ 51.65	- $ 71.33
Surveyor	$ 125.00	N/A	7/1/2022	6/30/2023		$ 44.12	$ 37.00	- $ 50.00
	$ 128.75	N/A	7/1/2023	6/30/2024	3.00%	$ 45.44	$ 38.11	- $ 51.50
	$ 132.61	N/A	7/1/2024	6/30/2025	3.00%	$ 46.80	$ 39.25	- $ 53.05
	$ 136.59	N/A	7/1/2025	6/30/2026	3.00%	$ 48.21	$ 40.43	- $ 54.64
	$ 140.69	N/A	7/1/2026	6/30/2027	3.00%	$ 49.65	$ 41.64	- $ 56.28
	$ 144.91	N/A	7/1/2027	6/30/2028	3.00%	$ 51.14	$ 42.89	- $ 57.96
	$ 149.26	N/A	7/1/2028	6/30/2029	3.00%	$ 52.68	$ 44.18	- $ 59.70
	$ 153.73	N/A	7/1/2029	6/30/2030	3.00%	$ 54.26	$ 45.51	- $ 61.49
Lead Survey Technician	$ 153.00	N/A	7/1/2022	6/30/2023		$ 54.00	$ 42.00	- $ 62.00
	$ 157.59	N/A	7/1/2023	6/30/2024	3.00%	$ 55.62	$ 43.26	- $ 63.86
	$ 162.32	N/A	7/1/2024	6/30/2025	3.00%	$ 57.29	$ 44.56	- $ 65.78
	$ 167.19	N/A	7/1/2025	6/30/2026	3.00%	$ 59.00	$ 45.89	- $ 67.75
	$ 172.20	N/A	7/1/2026	6/30/2027	3.00%	$ 60.77	$ 47.27	- $ 69.78
	$ 177.37	N/A	7/1/2027	6/30/2028	3.00%	$ 62.60	$ 48.69	- $ 71.87
	$ 182.69	N/A	7/1/2028	6/30/2029	3.00%	$ 64.48	$ 50.15	- $ 74.03
	$ 188.17	N/A	7/1/2029	6/30/2030	3.00%	$ 66.41	$ 51.65	- $ 76.25
Sr. Survey Technician	$ 126.00	N/A	7/1/2022	6/30/2023		$ 44.47	$ 31.00	- $ 55.00
	$ 129.78	N/A	7/1/2023	6/30/2024	3.00%	$ 45.80	$ 31.93	- $ 56.65
	$ 133.67	N/A	7/1/2024	6/30/2025	3.00%	$ 47.18	$ 32.89	- $ 58.35
	$ 137.68	N/A	7/1/2025	6/30/2026	3.00%	$ 48.59	$ 33.87	- $ 60.10
	$ 141.81	N/A	7/1/2026	6/30/2027	3.00%	$ 50.05	$ 34.89	- $ 61.90
	$ 146.07	N/A	7/1/2027	6/30/2028	3.00%	$ 51.55	$ 35.94	- $ 63.76
	$ 150.45	N/A	7/1/2028	6/30/2029	3.00%	$ 53.10	$ 37.02	- $ 65.67
	$ 154.96	N/A	7/1/2029	6/30/2030	3.00%	$ 54.69	$ 38.13	- $ 67.64

Survey Technician	$ 94.00	N/A	7/1/2022	6/30/2023		$ 33.17	$ 27.00 - $ 39.00
	$ 96.82	N/A	7/1/2023	6/30/2024	3.00%	$ 34.17	$ 27.81 - $ 40.17
	$ 99.72	N/A	7/1/2024	6/30/2025	3.00%	$ 35.20	$ 28.64 - $ 41.38
	$ 102.72	N/A	7/1/2025	6/30/2026	3.00%	$ 36.25	$ 29.50 - $ 42.62
	$ 105.80	N/A	7/1/2026	6/30/2027	3.00%	$ 37.34	$ 30.39 - $ 43.89
	$ 108.97	N/A	7/1/2027	6/30/2028	3.00%	$ 38.46	$ 31.30 - $ 45.21
	$ 112.24	N/A	7/1/2028	6/30/2029	3.00%	$ 39.61	$ 32.24 - $ 46.57
	$ 115.61	N/A	7/1/2029	6/30/2030	3.00%	$ 40.80	$ 33.21 - $ 47.97
Survey Intern	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 - $ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 - $ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 - $ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 - $ 37.14
	$ 90.42	N/A	7/1/2027	6/30/2028	3.00%	$ 31.91	$ 24.34 - $ 38.26
	$ 93.14	N/A	7/1/2028	6/30/2029	3.00%	$ 32.87	$ 25.08 - $ 39.40
	$ 95.93	N/A	7/1/2029	6/30/2030	3.00%	$ 33.86	$ 25.83 - $ 40.59
Single Chief*	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
(Prevailing wage is based on our union contract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
which sets the wage. For proposal purposes,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
we have estimated escalation date and rate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 195.92	$ 293.88	7/1/2027	6/30/2028	3.00%	$ 69.14	$ 60.28 - $ 76.51
	$ 201.79	$ 302.69	7/1/2028	6/30/2029	3.00%	$ 71.22	$ 62.09 - $ 78.81
	$ 207.85	$ 311.77	7/1/2029	6/30/2030	3.00%	$ 73.35	$ 63.95 - $ 81.17
Single Instrumentman*	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 - $ 60.00
(Prevailing wage is based on our union contract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 - $ 61.80
which sets the wage. For proposal purposes,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 - $ 63.65
we have estimated escalation date and rate)	$ 168.28	$ 252.42	7/1/2025	6/30/2026	3.00%	$ 59.39	$ 53.54 - $ 65.56
	$ 173.33	$ 259.99	7/1/2026	6/30/2027	3.00%	$ 61.17	$ 55.15 - $ 67.53
	$ 178.53	$ 267.79	7/1/2027	6/30/2028	3.00%	$ 63.01	$ 56.80 - $ 69.56
	$ 183.88	$ 275.83	7/1/2028	6/30/2029	3.00%	$ 64.90	$ 58.51 - $ 71.64
	$ 189.40	$ 284.10	7/1/2029	6/30/2030	3.00%	$ 66.84	$ 60.26 - $ 73.79
Single Chainman*	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 - $ 58.00
(Prevailing wage is based on our union contract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 - $ 59.74
which sets the wage. For proposal purposes,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 - $ 61.53
we have estimated escalation date and rate)	$ 161.72	$ 242.59	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 50.27 - $ 63.38
	$ 166.58	$ 249.86	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 51.77 - $ 65.28
	$ 171.57	$ 257.36	7/1/2027	6/30/2028	3.00%	$ 60.55	$ 53.33 - $ 67.24
	$ 176.72	$ 265.08	7/1/2028	6/30/2029	3.00%	$ 62.37	$ 54.93 - $ 69.26
	$ 182.02	$ 273.03	7/1/2029	6/30/2030	3.00%	$ 64.24	$ 56.57 - $ 71.33
Apprentice*	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 - $ 43.00
(Prevailing wage is based on our union contract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 - $ 44.29
which sets the wage. For proposal purposes,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 - $ 45.62
we have estimated escalation date and rate)	$ 113.64	$ 170.47	7/1/2025	6/30/2026	3.00%	$ 40.11	$ 29.50 - $ 46.99
	$ 117.05	$ 175.58	7/1/2026	6/30/2027	3.00%	$ 41.31	$ 30.39 - $ 48.40
	$ 120.56	$ 180.85	7/1/2027	6/30/2028	3.00%	$ 42.55	$ 31.30 - $ 49.85
	$ 124.18	$ 186.27	7/1/2028	6/30/2029	3.00%	$ 43.83	$ 32.24 - $ 51.34
	$ 127.91	$ 191.86	7/1/2029	6/30/2030	3.00%	$ 45.14	$ 33.21 - $ 52.88
1 Person Field Crew*	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
(Prevailing wage is based on our union contract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
which sets the wage. For proposal purposes,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
we have estimated escalation date and rate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 195.92	$ 293.88	7/1/2027	6/30/2028	3.00%	$ 69.14	$ 60.28 - $ 76.51
	$ 201.79	$ 302.69	7/1/2028	6/30/2029	3.00%	$ 71.22	$ 62.09 - $ 78.81
	$ 207.85	$ 311.77	7/1/2029	6/30/2030	3.00%	$ 73.35	$ 63.95 - $ 81.17
2 Person Field Crew*	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 - $ 126.00
(Prevailing wage is based on our union contract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 - $ 129.78
which sets the wage. For proposal purposes,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 - $ 133.67
we have estimated escalation date and rate)	$ 347.49	$ 521.23	7/1/2025	6/30/2026	3.00%	$ 122.64	$ 107.09 - $ 137.68
	$ 357.91	$ 536.87	7/1/2026	6/30/2027	3.00%	$ 126.32	$ 110.30 - $ 141.81
	$ 368.65	$ 552.97	7/1/2027	6/30/2028	3.00%	$ 130.10	$ 113.61 - $ 146.07
	$ 379.71	$ 569.56	7/1/2028	6/30/2029	3.00%	$ 134.01	$ 117.02 - $ 150.45
	$ 391.10	$ 586.65	7/1/2029	6/30/2030	3.00%	$ 138.03	$ 120.53 - $ 154.96

3 Person Field Crew*	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00	- $ 181.00
(Prevailing wage is based on our union contract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75	- $ 186.43
which sets the wage. For proposal purposes,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61	- $ 192.02
we have estimated escalation date and rate)	$ 461.13	$ 691.70	7/1/2025	6/30/2026	3.00%	$ 162.74	$ 136.59	- $ 197.78
	$ 474.96	$ 712.45	7/1/2026	6/30/2027	3.00%	$ 167.63	$ 140.69	- $ 203.72
	$ 489.21	$ 733.82	7/1/2027	6/30/2028	3.00%	$ 172.65	$ 144.91	- $ 209.83
	$ 503.89	$ 755.83	7/1/2028	6/30/2029	3.00%	$ 177.83	$ 149.26	- $ 216.12
	$ 519.01	$ 778.51	7/1/2029	6/30/2030	3.00%	$ 183.17	$ 153.73	- $ 222.61
Utility Locator (North)*	$ 188.52	$ 282.78	7/1/2022	6/30/2023		$ 66.53	$ 57.50	- $ 72.50
(Prevailing wage is based on our union contract	$ 194.18	$ 291.27	7/1/2023	6/30/2024	3.00%	$ 68.53	$ 59.23	- $ 74.68
which sets the wage. For proposal purposes,	$ 200.00	$ 300.01	7/1/2024	6/30/2025	3.00%	$ 70.59	$ 61.00	- $ 76.92
we have estimated escalation date and rate)	$ 206.00	$ 309.01	7/1/2025	6/30/2026	3.00%	$ 72.70	$ 62.83	- $ 79.22
	$ 212.18	$ 318.28	7/1/2026	6/30/2027	3.00%	$ 74.88	$ 64.72	- $ 81.60
	$ 218.55	$ 327.82	7/1/2027	6/30/2028	3.00%	$ 77.13	$ 66.66	- $ 84.05
	$ 225.11	$ 337.66	7/1/2028	6/30/2029	3.00%	$ 79.45	$ 68.66	- $ 86.57
	$ 231.86	$ 347.79	7/1/2029	6/30/2030	3.00%	$ 81.83	$ 70.72	- $ 89.17
Sr. LAUD Division Manager	$ 266.00	N/A	7/1/2022	6/30/2023		$ 93.88	$ 87.00	- $ 100.00
	$ 273.98	N/A	7/1/2023	6/30/2024	3.00%	$ 96.69	$ 89.61	- $ 103.00
	$ 282.20	N/A	7/1/2024	6/30/2025	3.00%	$ 99.59	$ 92.30	- $ 106.09
	$ 290.67	N/A	7/1/2025	6/30/2026	3.00%	$ 102.58	$ 95.07	- $ 109.27
	$ 299.39	N/A	7/1/2026	6/30/2027	3.00%	$ 105.66	$ 97.92	- $ 112.55
	$ 308.37	N/A	7/1/2027	6/30/2028	3.00%	$ 108.83	$ 100.86	- $ 115.93
	$ 317.62	N/A	7/1/2028	6/30/2029	3.00%	$ 112.09	$ 103.88	- $ 119.41
	$ 327.15	N/A	7/1/2029	6/30/2030	3.00%	$ 115.46	$ 107.00	- $ 122.99
LAUD Division Manager	$ 246.00	N/A	7/1/2022	6/30/2023		$ 86.82	$ 83.00	- $ 94.00
	$ 253.38	N/A	7/1/2023	6/30/2024	3.00%	$ 89.42	$ 85.49	- $ 96.82
	$ 260.98	N/A	7/1/2024	6/30/2025	3.00%	$ 92.11	$ 88.05	- $ 99.72
	$ 268.81	N/A	7/1/2025	6/30/2026	3.00%	$ 94.87	$ 90.70	- $ 102.72
	$ 276.88	N/A	7/1/2026	6/30/2027	3.00%	$ 97.72	$ 93.42	- $ 105.80
	$ 285.18	N/A	7/1/2027	6/30/2028	3.00%	$ 100.65	$ 96.22	- $ 108.97
	$ 293.74	N/A	7/1/2028	6/30/2029	3.00%	$ 103.67	$ 99.11	- $ 112.24
	$ 302.55	N/A	7/1/2029	6/30/2030	3.00%	$ 106.78	$ 102.08	- $ 115.61
Sr. LAUD Project Manager	$ 232.00	N/A	7/1/2022	6/30/2023		$ 81.88	$ 75.00	- $ 89.00
	$ 238.96	N/A	7/1/2023	6/30/2024	3.00%	$ 84.33	$ 77.25	- $ 91.67
	$ 246.13	N/A	7/1/2024	6/30/2025	3.00%	$ 86.86	$ 79.57	- $ 94.42
	$ 253.51	N/A	7/1/2025	6/30/2026	3.00%	$ 89.47	$ 81.95	- $ 97.25
	$ 261.12	N/A	7/1/2026	6/30/2027	3.00%	$ 92.15	$ 84.41	- $ 100.17
	$ 268.95	N/A	7/1/2027	6/30/2028	3.00%	$ 94.92	$ 86.95	- $ 103.18
	$ 277.02	N/A	7/1/2028	6/30/2029	3.00%	$ 97.77	$ 89.55	- $ 106.27
	$ 285.33	N/A	7/1/2029	6/30/2030	3.00%	$ 100.70	$ 92.24	- $ 109.46
LAUD Project Manager	$ 201.00	N/A	7/1/2022	6/30/2023		$ 70.94	$ 63.00	- $ 77.00
	$ 207.03	N/A	7/1/2023	6/30/2024	3.00%	$ 73.07	$ 64.89	- $ 79.31
	$ 213.24	N/A	7/1/2024	6/30/2025	3.00%	$ 75.26	$ 66.84	- $ 81.69
	$ 219.64	N/A	7/1/2025	6/30/2026	3.00%	$ 77.52	$ 68.84	- $ 84.14
	$ 226.23	N/A	7/1/2026	6/30/2027	3.00%	$ 79.84	$ 70.91	- $ 86.66
	$ 233.01	N/A	7/1/2027	6/30/2028	3.00%	$ 82.24	$ 73.03	- $ 89.26
	$ 240.00	N/A	7/1/2028	6/30/2029	3.00%	$ 84.70	$ 75.23	- $ 91.94
	$ 247.20	N/A	7/1/2029	6/30/2030	3.00%	$ 87.24	$ 77.48	- $ 94.70
Sr. Landscape Architect	$ 155.00	N/A	7/1/2022	6/30/2023		$ 54.70	$ 42.00	- $ 80.00
	$ 159.65	N/A	7/1/2023	6/30/2024	3.00%	$ 56.34	$ 43.26	- $ 82.40
	$ 164.44	N/A	7/1/2024	6/30/2025	3.00%	$ 58.03	$ 44.56	- $ 84.87
	$ 169.37	N/A	7/1/2025	6/30/2026	3.00%	$ 59.78	$ 45.89	- $ 87.42
	$ 174.45	N/A	7/1/2026	6/30/2027	3.00%	$ 61.57	$ 47.27	- $ 90.04
	$ 179.69	N/A	7/1/2027	6/30/2028	3.00%	$ 63.42	$ 48.69	- $ 92.74
	$ 185.08	N/A	7/1/2028	6/30/2029	3.00%	$ 65.32	$ 50.15	- $ 95.52
	$ 190.63	N/A	7/1/2029	6/30/2030	3.00%	$ 67.28	$ 51.65	- $ 98.39
Landscape Architect	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 37.00	- $ 56.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 38.11	- $ 57.68
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 39.25	- $ 59.41
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 40.43	- $ 61.19
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 41.64	- $ 63.03
	$ 163.46	N/A	7/1/2027	6/30/2028	3.00%	$ 57.69	$ 42.89	- $ 64.92
	$ 168.36	N/A	7/1/2028	6/30/2029	3.00%	$ 59.42	$ 44.18	- $ 66.87
	$ 173.41	N/A	7/1/2029	6/30/2030	3.00%	$ 61.20	$ 45.51	- $ 68.87

Landscape Designer II	$ 111.00	N/A	7/1/2022	6/30/2023		$ 39.17	$ 32.00	- $ 45.00
	$ 114.33	N/A	7/1/2023	6/30/2024	3.00%	$ 40.35	$ 32.96	- $ 46.35
	$ 117.76	N/A	7/1/2024	6/30/2025	3.00%	$ 41.56	$ 33.95	- $ 47.74
	$ 121.29	N/A	7/1/2025	6/30/2026	3.00%	$ 42.81	$ 34.97	- $ 49.17
	$ 124.93	N/A	7/1/2026	6/30/2027	3.00%	$ 44.09	$ 36.02	- $ 50.65
	$ 128.68	N/A	7/1/2027	6/30/2028	3.00%	$ 45.41	$ 37.10	- $ 52.17
	$ 132.54	N/A	7/1/2028	6/30/2029	3.00%	$ 46.78	$ 38.21	- $ 53.73
	$ 136.52	N/A	7/1/2029	6/30/2030	3.00%	$ 48.18	$ 39.36	- $ 55.34
Landscape Designer I	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 26.00	- $ 37.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 26.78	- $ 38.11
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 27.58	- $ 39.25
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 28.41	- $ 40.43
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 29.26	- $ 41.64
	$ 103.18	N/A	7/1/2027	6/30/2028	3.00%	$ 36.41	$ 30.14	- $ 42.89
	$ 106.27	N/A	7/1/2028	6/30/2029	3.00%	$ 37.51	$ 31.05	- $ 44.18
	$ 109.46	N/A	7/1/2029	6/30/2030	3.00%	$ 38.63	$ 31.98	- $ 45.51
Landscape Intern	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00	- $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48	- $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97	- $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48	- $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01	- $ 30.39
	$ 73.03	N/A	7/1/2027	6/30/2028	3.00%	$ 25.78	$ 18.55	- $ 31.30
	$ 75.23	N/A	7/1/2028	6/30/2029	3.00%	$ 26.55	$ 19.10	- $ 32.24
	$ 77.48	N/A	7/1/2029	6/30/2030	3.00%	$ 27.35	$ 19.68	- $ 33.21
District Manager-Engineer	$ 320.00	N/A	7/1/2022	6/30/2023		$ 112.94	$ 104.00	- $ 121.00
	$ 329.60	N/A	7/1/2023	6/30/2024	3.00%	$ 116.32	$ 107.12	- $ 124.63
	$ 339.49	N/A	7/1/2024	6/30/2025	3.00%	$ 119.81	$ 110.33	- $ 128.37
	$ 349.67	N/A	7/1/2025	6/30/2026	3.00%	$ 123.41	$ 113.64	- $ 132.22
	$ 360.16	N/A	7/1/2026	6/30/2027	3.00%	$ 127.11	$ 117.05	- $ 136.19
	$ 370.97	N/A	7/1/2027	6/30/2028	3.00%	$ 130.92	$ 120.56	- $ 140.27
	$ 382.10	N/A	7/1/2028	6/30/2029	3.00%	$ 134.85	$ 124.18	- $ 144.48
	$ 393.56	N/A	7/1/2029	6/30/2030	3.00%	$ 138.90	$ 127.91	- $ 148.81
Deputy District Manager	$ 292.00	N/A	7/1/2022	6/30/2023		$ 103.05	$ 94.00	- $ 110.00
	$ 300.76	N/A	7/1/2023	6/30/2024	3.00%	$ 106.15	$ 96.82	- $ 113.30
	$ 309.78	N/A	7/1/2024	6/30/2025	3.00%	$ 109.33	$ 99.72	- $ 116.70
	$ 319.08	N/A	7/1/2025	6/30/2026	3.00%	$ 112.61	$ 102.72	- $ 120.20
	$ 328.65	N/A	7/1/2026	6/30/2027	3.00%	$ 115.99	$ 105.80	- $ 123.81
	$ 338.51	N/A	7/1/2027	6/30/2028	3.00%	$ 119.47	$ 108.97	- $ 127.52
	$ 348.66	N/A	7/1/2028	6/30/2029	3.00%	$ 123.05	$ 112.24	- $ 131.35
	$ 359.12	N/A	7/1/2029	6/30/2030	3.00%	$ 126.74	$ 115.61	- $ 135.29
Operations Manager	$ 254.00	N/A	7/1/2022	6/30/2023		$ 89.64	$ 76.00	- $ 97.00
	$ 261.62	N/A	7/1/2023	6/30/2024	3.00%	$ 92.33	$ 78.28	- $ 99.91
	$ 269.47	N/A	7/1/2024	6/30/2025	3.00%	$ 95.10	$ 80.63	- $ 102.91
	$ 277.55	N/A	7/1/2025	6/30/2026	3.00%	$ 97.95	$ 83.05	- $ 105.99
	$ 285.88	N/A	7/1/2026	6/30/2027	3.00%	$ 100.89	$ 85.54	- $ 109.17
	$ 294.46	N/A	7/1/2027	6/30/2028	3.00%	$ 103.92	$ 88.10	- $ 112.45
	$ 303.29	N/A	7/1/2028	6/30/2029	3.00%	$ 107.04	$ 90.75	- $ 115.82
	$ 312.39	N/A	7/1/2029	6/30/2030	3.00%	$ 110.25	$ 93.47	- $ 119.30
Sr. Sanitary Project Engineer	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 66.00	- $ 87.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 67.98	- $ 89.61
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 70.02	- $ 92.30
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 72.12	- $ 95.07
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 74.28	- $ 97.92
	$ 259.68	N/A	7/1/2027	6/30/2028	3.00%	$ 91.65	$ 76.51	- $ 100.86
	$ 267.47	N/A	7/1/2028	6/30/2029	3.00%	$ 94.40	$ 78.81	- $ 103.88
	$ 275.49	N/A	7/1/2029	6/30/2030	3.00%	$ 97.23	$ 81.17	- $ 107.00
Sanitary Project Engineer	$ 198.00	N/A	7/1/2022	6/30/2023		$ 69.88	$ 55.00	- $ 80.00
	$ 203.94	N/A	7/1/2023	6/30/2024	3.00%	$ 71.98	$ 56.65	- $ 82.40
	$ 210.06	N/A	7/1/2024	6/30/2025	3.00%	$ 74.13	$ 58.35	- $ 84.87
	$ 216.36	N/A	7/1/2025	6/30/2026	3.00%	$ 76.36	$ 60.10	- $ 87.42
	$ 222.85	N/A	7/1/2026	6/30/2027	3.00%	$ 78.65	$ 61.90	- $ 90.04
	$ 229.54	N/A	7/1/2027	6/30/2028	3.00%	$ 81.01	$ 63.76	- $ 92.74
	$ 236.42	N/A	7/1/2028	6/30/2029	3.00%	$ 83.44	$ 65.67	- $ 95.52
	$ 243.52	N/A	7/1/2029	6/30/2030	3.00%	$ 85.94	$ 67.64	- $ 98.39

Associate Sanitary Engineer	$ 170.00	N/A	7/1/2022	6/30/2023		$ 60.00	$ 52.00 -	$ 66.00
	$ 175.10	N/A	7/1/2023	6/30/2024	3.00%	$ 61.80	$ 53.56 -	$ 67.98
	$ 180.35	N/A	7/1/2024	6/30/2025	3.00%	$ 63.65	$ 55.17 -	$ 70.02
	$ 185.76	N/A	7/1/2025	6/30/2026	3.00%	$ 65.56	$ 56.82 -	$ 72.12
	$ 191.34	N/A	7/1/2026	6/30/2027	3.00%	$ 67.53	$ 58.53 -	$ 74.28
	$ 197.08	N/A	7/1/2027	6/30/2028	3.00%	$ 69.55	$ 60.28 -	$ 76.51
	$ 202.99	N/A	7/1/2028	6/30/2029	3.00%	$ 71.64	$ 62.09 -	$ 78.81
	$ 209.08	N/A	7/1/2029	6/30/2030	3.00%	$ 73.79	$ 63.95 -	$ 81.17
Assistant Sanitary Engineer	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 47.00 -	$ 59.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 48.41 -	$ 60.77
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 49.86 -	$ 62.59
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 51.36 -	$ 64.47
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 52.90 -	$ 66.41
	$ 173.89	N/A	7/1/2027	6/30/2028	3.00%	$ 61.37	$ 54.49 -	$ 68.40
	$ 179.11	N/A	7/1/2028	6/30/2029	3.00%	$ 63.21	$ 56.12 -	$ 70.45
	$ 184.48	N/A	7/1/2029	6/30/2030	3.00%	$ 65.11	$ 57.80 -	$ 72.56
Sr. Inspector*	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 -	$ 52.00
(Prevailing wage is based on our union contract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 -	$ 53.56
which sets the wage. For proposal purposes,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 -	$ 55.17
we have estimated escalation date and rate)	$ 144.24	N/A	7/1/2025	6/30/2026	3.00%	$ 50.91	$ 44.80 -	$ 56.82
	$ 148.57	N/A	7/1/2026	6/30/2027	3.00%	$ 52.43	$ 46.15 -	$ 58.53
	$ 153.02	N/A	7/1/2027	6/30/2028	3.00%	$ 54.01	$ 47.53 -	$ 60.28
	$ 157.61	N/A	7/1/2028	6/30/2029	3.00%	$ 55.63	$ 48.96 -	$ 62.09
	$ 162.34	N/A	7/1/2029	6/30/2030	3.00%	$ 57.29	$ 50.42 -	$ 63.95
Inspector*	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 -	$ 44.00
(Prevailing wage is based on our union contract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 -	$ 45.32
which sets the wage. For proposal purposes,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 -	$ 46.68
we have estimated escalation date and rate)	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 36.06 -	$ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 37.14 -	$ 49.52
	$ 127.52	N/A	7/1/2027	6/30/2028	3.00%	$ 45.00	$ 38.26 -	$ 51.01
	$ 131.35	N/A	7/1/2028	6/30/2029	3.00%	$ 46.36	$ 39.40 -	$ 52.54
	$ 135.29	N/A	7/1/2029	6/30/2030	3.00%	$ 47.75	$ 40.59 -	$ 54.11
Inspector - Apprentice*	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 -	$ 33.00
(Prevailing wage is based on our union contract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 -	$ 33.99
which sets the wage. For proposal purposes,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 -	$ 35.01
we have estimated escalation date and rate)	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 21.85 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 22.51 -	$ 37.14
	$ 90.42	N/A	7/1/2027	6/30/2028	3.00%	$ 31.91	$ 23.19 -	$ 38.26
	$ 93.14	N/A	7/1/2028	6/30/2029	3.00%	$ 32.87	$ 23.88 -	$ 39.40
	$ 95.93	N/A	7/1/2029	6/30/2030	3.00%	$ 33.86	$ 24.60 -	$ 40.59
Area Manager - CM	$ 299.00	N/A	7/1/2022	6/30/2023		$ 105.52	$ 105.00 -	$ 140.00
	$ 307.97	N/A	7/1/2023	6/30/2024	3.00%	$ 108.69	$ 108.15 -	$ 144.20
	$ 317.21	N/A	7/1/2024	6/30/2025	3.00%	$ 111.95	$ 111.39 -	$ 148.53
	$ 326.73	N/A	7/1/2025	6/30/2026	3.00%	$ 115.31	$ 114.74 -	$ 152.98
	$ 336.53	N/A	7/1/2026	6/30/2027	3.00%	$ 118.77	$ 118.18 -	$ 157.57
	$ 346.62	N/A	7/1/2027	6/30/2028	3.00%	$ 122.33	$ 121.72 -	$ 162.30
	$ 357.02	N/A	7/1/2028	6/30/2029	3.00%	$ 126.00	$ 125.38 -	$ 167.17
	$ 367.73	N/A	7/1/2029	6/30/2030	3.00%	$ 129.78	$ 129.14 -	$ 172.18
Division Manager - CM	$ 359.00	N/A	7/1/2022	6/30/2023		$ 126.70	$ 97.00 -	$ 113.00
	$ 369.77	N/A	7/1/2023	6/30/2024	3.00%	$ 130.50	$ 99.91 -	$ 116.39
	$ 380.86	N/A	7/1/2024	6/30/2025	3.00%	$ 134.42	$ 102.91 -	$ 119.88
	$ 392.29	N/A	7/1/2025	6/30/2026	3.00%	$ 138.45	$ 105.99 -	$ 123.48
	$ 404.06	N/A	7/1/2026	6/30/2027	3.00%	$ 142.60	$ 109.17 -	$ 127.18
	$ 416.18	N/A	7/1/2027	6/30/2028	3.00%	$ 146.88	$ 112.45 -	$ 131.00
	$ 428.66	N/A	7/1/2028	6/30/2029	3.00%	$ 151.29	$ 115.82 -	$ 134.93
	$ 441.52	N/A	7/1/2029	6/30/2030	3.00%	$ 155.82	$ 119.30 -	$ 138.98
Sr. Project Manager - CM	$ 267.00	N/A	7/1/2022	6/30/2023		$ 94.23	$ 75.00 -	$ 107.00
	$ 275.01	N/A	7/1/2023	6/30/2024	3.00%	$ 97.06	$ 77.25 -	$ 110.21
	$ 283.26	N/A	7/1/2024	6/30/2025	3.00%	$ 99.97	$ 79.57 -	$ 113.52
	$ 291.76	N/A	7/1/2025	6/30/2026	3.00%	$ 102.97	$ 81.95 -	$ 116.92
	$ 300.51	N/A	7/1/2026	6/30/2027	3.00%	$ 106.06	$ 84.41 -	$ 120.43
	$ 309.53	N/A	7/1/2027	6/30/2028	3.00%	$ 109.24	$ 86.95 -	$ 124.04
	$ 318.81	N/A	7/1/2028	6/30/2029	3.00%	$ 112.52	$ 89.55 -	$ 127.76
	$ 328.38	N/A	7/1/2029	6/30/2030	3.00%	$ 115.89	$ 92.24 -	$ 131.60

Project Manager - CM	$ 244.00	N/A	7/1/2022	6/30/2023		$ 86.11	$ 70.00 -	$ 96.00
	$ 251.32	N/A	7/1/2023	6/30/2024	3.00%	$ 88.70	$ 72.10 -	$ 98.88
	$ 258.86	N/A	7/1/2024	6/30/2025	3.00%	$ 91.36	$ 74.26 -	$ 101.85
	$ 266.63	N/A	7/1/2025	6/30/2026	3.00%	$ 94.10	$ 76.49 -	$ 104.90
	$ 274.62	N/A	7/1/2026	6/30/2027	3.00%	$ 96.92	$ 78.79 -	$ 108.05
	$ 282.86	N/A	7/1/2027	6/30/2028	3.00%	$ 99.83	$ 81.15 -	$ 111.29
	$ 291.35	N/A	7/1/2028	6/30/2029	3.00%	$ 102.82	$ 83.58 -	$ 114.63
	$ 300.09	N/A	7/1/2029	6/30/2030	3.00%	$ 105.91	$ 86.09 -	$ 118.07
RE/Structural Representative	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 70.00 -	$ 107.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 72.10 -	$ 110.21
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 74.26 -	$ 113.52
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 76.49 -	$ 116.92
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 78.79 -	$ 120.43
	$ 259.68	N/A	7/1/2027	6/30/2028	3.00%	$ 91.65	$ 81.15 -	$ 124.04
	$ 267.47	N/A	7/1/2028	6/30/2029	3.00%	$ 94.40	$ 83.58 -	$ 127.76
	$ 275.49	N/A	7/1/2029	6/30/2030	3.00%	$ 97.23	$ 86.09 -	$ 131.60
Asst. Resident Engineer*	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 -	$ 88.00
(Prevailing wage is based on our union contract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 -	$ 90.64
which sets the wage. For proposal purposes,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 -	$ 93.36
we have estimated escalation date and rate)	$ 226.19	N/A	7/1/2025	6/30/2026	3.00%	$ 79.83	$ 57.91 -	$ 96.16
	$ 232.98	N/A	7/1/2026	6/30/2027	3.00%	$ 82.22	$ 59.65 -	$ 99.04
	$ 239.97	N/A	7/1/2027	6/30/2028	3.00%	$ 84.69	$ 61.44 -	$ 102.02
	$ 247.17	N/A	7/1/2028	6/30/2029	3.00%	$ 87.23	$ 63.28 -	$ 105.08
	$ 254.58	N/A	7/1/2029	6/30/2030	3.00%	$ 89.85	$ 65.18 -	$ 108.23
Inspector - CM*	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 -	$ 88.00
(Prevailing wage is based on our union contract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 -	$ 90.64
which sets the wage. For proposal purposes,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 -	$ 93.36
we have estimated escalation date and rate)	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 55.73 -	$ 96.16
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 57.40 -	$ 99.04
	$ 236.49	N/A	7/1/2027	6/30/2028	3.00%	$ 83.46	$ 59.12 -	$ 102.02
	$ 243.59	N/A	7/1/2028	6/30/2029	3.00%	$ 85.97	$ 60.90 -	$ 105.08
	$ 250.89	N/A	7/1/2029	6/30/2030	3.00%	$ 88.55	$ 62.72 -	$ 108.23
Office Engineer	$ 148.00	N/A	7/1/2022	6/30/2023		$ 52.23	$ 37.00 -	$ 64.00
	$ 152.44	N/A	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 38.11 -	$ 65.92
	$ 157.01	N/A	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 39.25 -	$ 67.90
	$ 161.72	N/A	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 40.43 -	$ 69.93
	$ 166.58	N/A	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 41.64 -	$ 72.03
	$ 171.57	N/A	7/1/2027	6/30/2028	3.00%	$ 60.55	$ 42.89 -	$ 74.19
	$ 176.72	N/A	7/1/2028	6/30/2029	3.00%	$ 62.37	$ 44.18 -	$ 76.42
	$ 182.02	N/A	7/1/2029	6/30/2030	3.00%	$ 64.24	$ 45.51 -	$ 78.71
Office Technician	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 -	$ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 -	$ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 -	$ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 -	$ 37.14
	$ 90.42	N/A	7/1/2027	6/30/2028	3.00%	$ 31.91	$ 24.34 -	$ 38.26
	$ 93.14	N/A	7/1/2028	6/30/2029	3.00%	$ 32.87	$ 25.08 -	$ 39.40
	$ 95.93	N/A	7/1/2029	6/30/2030	3.00%	$ 33.86	$ 25.83 -	$ 40.59
Expert Witness	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 544.86	N/A	7/1/2027	6/30/2028	3.00%	$ 192.29	$ 197.08 -	$ 208.67
	$ 561.20	N/A	7/1/2028	6/30/2029	3.00%	$ 198.06	$ 202.99 -	$ 214.93
	$ 578.04	N/A	7/1/2029	6/30/2030	3.00%	$ 204.00	$ 209.08 -	$ 221.38
Strategic Consulting	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 544.86	N/A	7/1/2027	6/30/2028	3.00%	$ 192.29	$ 197.08 -	$ 208.67
	$ 561.20	N/A	7/1/2028	6/30/2029	3.00%	$ 198.06	$ 202.99 -	$ 214.93
	$ 578.04	N/A	7/1/2029	6/30/2030	3.00%	$ 204.00	$ 209.08 -	$ 221.38

Funding Manager	$ 273.00	N/A	7/1/2022	6/30/2023		$ 96.35	$ 85.00 -	$ 103.00
	$ 281.19	N/A	7/1/2023	6/30/2024	3.00%	$ 99.24	$ 87.55 -	$ 106.09
	$ 289.63	N/A	7/1/2024	6/30/2025	3.00%	$ 102.22	$ 90.18 -	$ 109.27
	$ 298.31	N/A	7/1/2025	6/30/2026	3.00%	$ 105.28	$ 92.88 -	$ 112.55
	$ 307.26	N/A	7/1/2026	6/30/2027	3.00%	$ 108.44	$ 95.67 -	$ 115.93
	$ 316.48	N/A	7/1/2027	6/30/2028	3.00%	$ 111.69	$ 98.54 -	$ 119.41
	$ 325.98	N/A	7/1/2028	6/30/2029	3.00%	$ 115.04	$ 101.49 -	$ 122.99
	$ 335.76	N/A	7/1/2029	6/30/2030	3.00%	$ 118.50	$ 104.54 -	$ 126.68
Sr. Funding Specialist	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 50.00 -	$ 70.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 51.50 -	$ 72.10
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 53.05 -	$ 74.26
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 54.64 -	$ 76.49
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 56.28 -	$ 78.79
	$ 204.03	N/A	7/1/2027	6/30/2028	3.00%	$ 72.01	$ 57.96 -	$ 81.15
	$ 210.15	N/A	7/1/2028	6/30/2029	3.00%	$ 74.17	$ 59.70 -	$ 83.58
	$ 216.46	N/A	7/1/2029	6/30/2030	3.00%	$ 76.39	$ 61.49 -	$ 86.09
Funding Specialist	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 37.00 -	$ 65.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 38.11 -	$ 66.95
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 39.25 -	$ 68.96
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 40.43 -	$ 71.03
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 41.64 -	$ 73.16
	$ 173.89	N/A	7/1/2027	6/30/2028	3.00%	$ 61.37	$ 42.89 -	$ 75.35
	$ 179.11	N/A	7/1/2028	6/30/2029	3.00%	$ 63.21	$ 44.18 -	$ 77.61
	$ 184.48	N/A	7/1/2029	6/30/2030	3.00%	$ 65.11	$ 45.51 -	$ 79.94
Sr. Project Accountant	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 53.00 -	$ 68.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 54.59 -	$ 70.04
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 56.23 -	$ 72.14
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 57.91 -	$ 74.31
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 59.65 -	$ 76.53
	$ 204.03	N/A	7/1/2027	6/30/2028	3.00%	$ 72.01	$ 61.44 -	$ 78.83
	$ 210.15	N/A	7/1/2028	6/30/2029	3.00%	$ 74.17	$ 63.28 -	$ 81.20
	$ 216.46	N/A	7/1/2029	6/30/2030	3.00%	$ 76.39	$ 65.18 -	$ 83.63
Project Accountant	$ 123.00	N/A	7/1/2022	6/30/2023		$ 43.41	$ 35.00 -	$ 49.00
	$ 126.69	N/A	7/1/2023	6/30/2024	3.00%	$ 44.71	$ 36.05 -	$ 50.47
	$ 130.49	N/A	7/1/2024	6/30/2025	3.00%	$ 46.05	$ 37.13 -	$ 51.98
	$ 134.41	N/A	7/1/2025	6/30/2026	3.00%	$ 47.43	$ 38.25 -	$ 53.54
	$ 138.44	N/A	7/1/2026	6/30/2027	3.00%	$ 48.86	$ 39.39 -	$ 55.15
	$ 142.59	N/A	7/1/2027	6/30/2028	3.00%	$ 50.32	$ 40.57 -	$ 56.80
	$ 146.87	N/A	7/1/2028	6/30/2029	3.00%	$ 51.83	$ 41.79 -	$ 58.51
	$ 151.27	N/A	7/1/2029	6/30/2030	3.00%	$ 53.39	$ 43.05 -	$ 60.26
Sr. Project Coordinator	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 42.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 43.26 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 44.56 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 45.89 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 47.27 -	$ 61.90
	$ 159.98	N/A	7/1/2027	6/30/2028	3.00%	$ 56.46	$ 48.69 -	$ 63.76
	$ 164.78	N/A	7/1/2028	6/30/2029	3.00%	$ 58.15	$ 50.15 -	$ 65.67
	$ 169.72	N/A	7/1/2029	6/30/2030	3.00%	$ 59.90	$ 51.65 -	$ 67.64
Project Coordinator	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 32.00 -	$ 44.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 32.96 -	$ 45.32
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 33.95 -	$ 46.68
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 34.97 -	$ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 36.02 -	$ 49.52
	$ 127.52	N/A	7/1/2027	6/30/2028	3.00%	$ 45.00	$ 37.10 -	$ 51.01
	$ 131.35	N/A	7/1/2028	6/30/2029	3.00%	$ 46.36	$ 38.21 -	$ 52.54
	$ 135.29	N/A	7/1/2029	6/30/2030	3.00%	$ 47.75	$ 39.36 -	$ 54.11
Sr. Project Assistant	$ 109.00	N/A	7/1/2022	6/30/2023		$ 38.47	$ 33.00 -	$ 44.00
	$ 112.27	N/A	7/1/2023	6/30/2024	3.00%	$ 39.62	$ 33.99 -	$ 45.32
	$ 115.64	N/A	7/1/2024	6/30/2025	3.00%	$ 40.81	$ 35.01 -	$ 46.68
	$ 119.11	N/A	7/1/2025	6/30/2026	3.00%	$ 42.04	$ 36.06 -	$ 48.08
	$ 122.68	N/A	7/1/2026	6/30/2027	3.00%	$ 43.30	$ 37.14 -	$ 49.52
	$ 126.36	N/A	7/1/2027	6/30/2028	3.00%	$ 44.60	$ 38.26 -	$ 51.01
	$ 130.15	N/A	7/1/2028	6/30/2029	3.00%	$ 45.93	$ 39.40 -	$ 52.54
	$ 134.06	N/A	7/1/2029	6/30/2030	3.00%	$ 47.31	$ 40.59 -	$ 54.11

Project Assistant	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 24.00	- $ 35.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 24.72	- $ 36.05
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 25.46	- $ 37.13
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 26.23	- $ 38.25
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 27.01	- $ 39.39
	$ 97.38	N/A	7/1/2027	6/30/2028	3.00%	$ 34.37	$ 27.82	- $ 40.57
	$ 100.30	N/A	7/1/2028	6/30/2029	3.00%	$ 35.40	$ 28.66	- $ 41.79
	$ 103.31	N/A	7/1/2029	6/30/2030	3.00%	$ 36.46	$ 29.52	- $ 43.05
Sr. Technical Writer	$ 128.00	N/A	7/1/2022	6/30/2023		$ 45.17	$ 34.00	- $ 53.00
	$ 131.84	N/A	7/1/2023	6/30/2024	3.00%	$ 46.53	$ 35.02	- $ 54.59
	$ 135.80	N/A	7/1/2024	6/30/2025	3.00%	$ 47.93	$ 36.07	- $ 56.23
	$ 139.87	N/A	7/1/2025	6/30/2026	3.00%	$ 49.36	$ 37.15	- $ 57.91
	$ 144.07	N/A	7/1/2026	6/30/2027	3.00%	$ 50.84	$ 38.27	- $ 59.65
	$ 148.39	N/A	7/1/2027	6/30/2028	3.00%	$ 52.37	$ 39.42	- $ 61.44
	$ 152.84	N/A	7/1/2028	6/30/2029	3.00%	$ 53.94	$ 40.60	- $ 63.28
	$ 157.42	N/A	7/1/2029	6/30/2030	3.00%	$ 55.56	$ 41.82	- $ 65.18
Technical Writer	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 20.00	- $ 37.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 20.60	- $ 38.11
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 21.22	- $ 39.25
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 21.85	- $ 40.43
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 22.51	- $ 41.64
	$ 97.38	N/A	7/1/2027	6/30/2028	3.00%	$ 34.37	$ 23.19	- $ 42.89
	$ 100.30	N/A	7/1/2028	6/30/2029	3.00%	$ 35.40	$ 23.88	- $ 44.18
	$ 103.31	N/A	7/1/2029	6/30/2030	3.00%	$ 36.46	$ 24.60	- $ 45.51
Sr. Graphic Manager	$ 164.00	N/A	7/1/2022	6/30/2023		$ 57.88	$ 48.00	- $ 64.00
	$ 168.92	N/A	7/1/2023	6/30/2024	3.00%	$ 59.62	$ 49.44	- $ 65.92
	$ 173.99	N/A	7/1/2024	6/30/2025	3.00%	$ 61.40	$ 50.92	- $ 67.90
	$ 179.21	N/A	7/1/2025	6/30/2026	3.00%	$ 63.25	$ 52.45	- $ 69.93
	$ 184.58	N/A	7/1/2026	6/30/2027	3.00%	$ 65.14	$ 54.02	- $ 72.03
	$ 190.12	N/A	7/1/2027	6/30/2028	3.00%	$ 67.10	$ 55.65	- $ 74.19
	$ 195.82	N/A	7/1/2028	6/30/2029	3.00%	$ 69.11	$ 57.31	- $ 76.42
	$ 201.70	N/A	7/1/2029	6/30/2030	3.00%	$ 71.18	$ 59.03	- $ 78.71
Sr. Graphic Designer	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 38.00	- $ 58.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 39.14	- $ 59.74
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 40.31	- $ 61.53
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 41.52	- $ 63.38
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 42.77	- $ 65.28
	$ 163.46	N/A	7/1/2027	6/30/2028	3.00%	$ 57.69	$ 44.05	- $ 67.24
	$ 168.36	N/A	7/1/2028	6/30/2029	3.00%	$ 59.42	$ 45.37	- $ 69.26
	$ 173.41	N/A	7/1/2029	6/30/2030	3.00%	$ 61.20	$ 46.74	- $ 71.33
Graphic Designer	$ 120.00	N/A	7/1/2022	6/30/2023		$ 42.35	$ 34.00	- $ 48.00
	$ 123.60	N/A	7/1/2023	6/30/2024	3.00%	$ 43.62	$ 35.02	- $ 49.44
	$ 127.31	N/A	7/1/2024	6/30/2025	3.00%	$ 44.93	$ 36.07	- $ 50.92
	$ 131.13	N/A	7/1/2025	6/30/2026	3.00%	$ 46.28	$ 37.15	- $ 52.45
	$ 135.06	N/A	7/1/2027	6/30/2028	3.00%	$ 47.67	$ 38.27	- $ 54.02
	$ 139.11	N/A	7/1/2028	6/30/2029	3.00%	$ 49.10	$ 39.42	- $ 55.65
	$ 143.29	N/A	7/1/2029	6/30/2030	3.00%	$ 50.57	$ 40.60	- $ 57.31

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Mariposa On-Call (A&E) Contract No. _____ Date: 4/3/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs		Miles	IRS Rate	$ -
Reproductions (half sheet)		Sheet	Cost	$ -
Reproductions (whole sheet)		Sheet	Cost	$ -
Postage/Delivery/Overnight		Each	Cost	$ -
Per Diem		Each	Cost	$ -
Lodging		Each	Cost	$ -
Traffic Control		Cost	Cost	$ -
Potholing		Cost	Cost	$ -
Misc. Surveys (Maps, PTR's etc.)		LS	Cost	$ -
Record of Survey Fee		LS	Cost	$ -
MTLS Mobile Scanner		Day	Cost	$ -
Survey Equipment		HR	Cost	$ -
Subconsultant 1: Crawford & Associates				$ -
Subconsultant 2: FirstCarbon Solutions				$ -
Subconsultant 3: NorthStar Engineering Group				$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

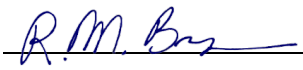
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: 

Date of Certification: 4/3/2025

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

MARKTHO-01 SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2025

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : The Continental Insurance Company — 35289 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	7040185059	9/15/2024	9/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	740274825	9/15/2024	9/15/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

22-00231
22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds
The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur 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

Reno Caldwell

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-98

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Mark Thomas for On-Call Civil Engineering Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Mark Thomas for On-Call Civil Engineering Services; Approve Task Order No. 1 for the ATP MES Connectivity Project in the Amount Not to Exceed $423,658; Approve Budget Action Transferring Funds from Roads to 5501 Capital Improvements; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received four responses for Civil Engineering Services from Consur, Dewberry, MGE and Mark Thomas. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Mark Thomas. This firm will be used for Capital Improvement and work performed by the Roads Division. Future task orders may include the Harris and Indian Peak bridge designs.

Task Order No. 1 is the final design of the ATP MES Connectivity Project. Sidewalks will be constructed on Bullion Street, 6th Street, 7th Street and Jones Street.

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

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

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

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders. Task Order No. 1 is budgeted in Fund 5501.

DS MR

REF ID# 13818

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

ATTACHMENTS:
Mark Thomas Master Contract (PDF)
Mark Thomas Task Order No. 1 (PDF)
Budget Action - FY22-23 Fund 3300 Xfr to 5501 (PDF)

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

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of MARCH, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mark Thomas ("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 June 30, 2027, whichever is earlier.

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

2. SERVICES

OBLIGATIONS OF THE CONTRACTOR

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

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

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

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

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

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

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

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

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

OBLIGATIONS OF THE COUNTY

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

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

C. Serve as a liaison to the public.

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

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

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

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

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

3. COMPENSATION

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

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

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

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

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

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

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

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

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

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

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

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

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

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.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

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:
Mark Thomas
7571 North Remington Avenue, Suite 102
Fresno, CA 93711

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement,

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

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.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE448...
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...
Ed Noriega, Division Manager
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416E06B3945F...
Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Civil Engineering design and construction support. Work to include:

- Bridge/Structures Design
- Roadway Improvements
- Right of Way Engineering and Survey
- Bicycle/Pedestrian/Trail Improvements
- Traffic and Electrical Engineering
- Landscape Architecture
- Hydrology & Hydraulics
- Surveying
- Environmental Engineering
- Appraisals & Acquisitions

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

EXHIBIT B
COST PROPOSAL

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

any, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Participation Amount $ _____ Date: 11/3/2022

Fringe Benefit 92.57% + General & Administrative 58.18%	=	Combined	150.75%
Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%
Fee	=	13%	

CALCULATION INFORMATION

Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
Straight	Overtime	From	To			
$ 405.00	N/A	7/1/2022	6/30/2023		$ 142.93	$ 140.00 - $ 190.00
$ 417.15	N/A	7/1/2023	6/30/2024	3.00%	$ 147.22	$ 144.20 - $ 195.70
$ 429.66	N/A	7/1/2024	6/30/2025	3.00%	$ 151.64	$ 148.53 - $ 201.57
$ 442.55	N/A	7/1/2025	6/30/2026	3.00%	$ 156.19	$ 152.98 - $ 207.62
$ 455.83	N/A	7/1/2026	6/30/2027	3.00%	$ 160.87	$ 157.57 - $ 213.85
$ 361.00	N/A	7/1/2022	6/30/2023		$ 127.41	$ 105.00 - $ 140.00
$ 371.83	N/A	7/1/2023	6/30/2024	3.00%	$ 131.23	$ 108.15 - $ 144.20
$ 382.98	N/A	7/1/2024	6/30/2025	3.00%	$ 135.16	$ 111.39 - $ 148.53
$ 394.47	N/A	7/1/2025	6/30/2026	3.00%	$ 139.22	$ 114.74 - $ 152.98
$ 406.31	N/A	7/1/2026	6/30/2027	3.00%	$ 143.40	$ 118.18 - $ 157.57

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 -	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 -	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 -	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 -	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 -	$ 75.41

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 -	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 -	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 -	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 -	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 -	$ 75.41
	$ 157.00	N/A	7/1/2022	6/30/2023		$ 55.41	$ 50.00 -	$ 60.00
	$ 161.71	N/A	7/1/2023	6/30/2024	3.00%	$ 57.07	$ 51.50 -	$ 61.80
	$ 166.56	N/A	7/1/2024	6/30/2025	3.00%	$ 58.78	$ 53.05 -	$ 63.65
	$ 171.56	N/A	7/1/2025	6/30/2026	3.00%	$ 60.55	$ 54.64 -	$ 65.56
	$ 176.70	N/A	7/1/2026	6/30/2027	3.00%	$ 62.36	$ 56.28 -	$ 67.53
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 37.00 -	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 38.11 -	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 39.25 -	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 40.43 -	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 41.64 -	$ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 30.00 -	$ 45.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 30.90 -	$ 46.35
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 31.83 -	$ 47.74
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 32.78 -	$ 49.17
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 33.77 -	$ 50.65
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 41.00 -	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 42.23 -	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 43.50 -	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 44.80 -	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 46.15 -	$ 61.90
	$ 113.00	N/A	7/1/2022	6/30/2023		$ 39.88	$ 36.00 -	$ 45.00
	$ 116.39	N/A	7/1/2023	6/30/2024	3.00%	$ 41.08	$ 37.08 -	$ 46.35
	$ 119.88	N/A	7/1/2024	6/30/2025	3.00%	$ 42.31	$ 38.19 -	$ 47.74
	$ 123.48	N/A	7/1/2025	6/30/2026	3.00%	$ 43.58	$ 39.34 -	$ 49.17
	$ 127.18	N/A	7/1/2026	6/30/2027	3.00%	$ 44.89	$ 40.52 -	$ 50.65
	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 28.00 -	$ 35.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 28.84 -	$ 36.05
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 29.71 -	$ 37.13
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 30.60 -	$ 38.25
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 31.51 -	$ 39.39

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 39.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 40.17 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 41.38 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 42.62 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 43.89 -	$ 61.90
	$ 92.00	N/A	7/1/2022	6/30/2023		$ 32.47	$ 23.00 -	$ 40.00
	$ 94.76	N/A	7/1/2023	6/30/2024	3.00%	$ 33.44	$ 23.69 -	$ 41.20
	$ 97.60	N/A	7/1/2024	6/30/2025	3.00%	$ 34.45	$ 24.40 -	$ 42.44
	$ 100.53	N/A	7/1/2025	6/30/2026	3.00%	$ 35.48	$ 25.13 -	$ 43.71
	$ 103.55	N/A	7/1/2026	6/30/2027	3.00%	$ 36.54	$ 25.89 -	$ 45.02
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 -	$ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 -	$ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 -	$ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 -	$ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 -	$ 30.39
	$ 314.00	N/A	7/1/2022	6/30/2023		$ 110.82	$ 96.00 -	$ 118.00
	$ 323.42	N/A	7/1/2023	6/30/2024	3.00%	$ 114.14	$ 98.88 -	$ 121.54
	$ 333.12	N/A	7/1/2024	6/30/2025	3.00%	$ 117.57	$ 101.85 -	$ 125.19
	$ 343.12	N/A	7/1/2025	6/30/2026	3.00%	$ 121.09	$ 104.90 -	$ 128.94
	$ 353.41	N/A	7/1/2026	6/30/2027	3.00%	$ 124.73	$ 108.05 -	$ 132.81
	$ 238.00	N/A	7/1/2022	6/30/2023		$ 84.00	$ 74.00 -	$ 90.00
	$ 245.14	N/A	7/1/2023	6/30/2024	3.00%	$ 86.52	$ 76.22 -	$ 92.70
	$ 252.49	N/A	7/1/2024	6/30/2025	3.00%	$ 89.11	$ 78.51 -	$ 95.48
	$ 260.07	N/A	7/1/2025	6/30/2026	3.00%	$ 91.78	$ 80.86 -	$ 98.35
	$ 267.87	N/A	7/1/2026	6/30/2027	3.00%	$ 94.54	$ 83.29 -	$ 101.30
	$ 211.00	N/A	7/1/2022	6/30/2023		$ 74.47	$ 64.00 -	$ 81.00
	$ 217.33	N/A	7/1/2023	6/30/2024	3.00%	$ 76.70	$ 65.92 -	$ 83.43
	$ 223.85	N/A	7/1/2024	6/30/2025	3.00%	$ 79.00	$ 67.90 -	$ 85.93
	$ 230.57	N/A	7/1/2025	6/30/2026	3.00%	$ 81.37	$ 69.93 -	$ 88.51
	$ 237.48	N/A	7/1/2026	6/30/2027	3.00%	$ 83.81	$ 72.03 -	$ 91.17
	$ 186.00	N/A	7/1/2022	6/30/2023		$ 65.64	$ 57.00 -	$ 72.00
	$ 191.58	N/A	7/1/2023	6/30/2024	3.00%	$ 67.61	$ 58.71 -	$ 74.16
	$ 197.33	N/A	7/1/2024	6/30/2025	3.00%	$ 69.64	$ 60.47 -	$ 76.38
	$ 203.25	N/A	7/1/2025	6/30/2026	3.00%	$ 71.73	$ 62.29 -	$ 78.68
	$ 209.34	N/A	7/1/2026	6/30/2027	3.00%	$ 73.88	$ 64.15 -	$ 81.04

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 172.00	N/A	7/1/2022	6/30/2023		$ 60.70	$ 49.00 -	$ 68.00
	$ 177.16	N/A	7/1/2023	6/30/2024	3.00%	$ 62.52	$ 50.47 -	$ 70.04
	$ 182.47	N/A	7/1/2024	6/30/2025	3.00%	$ 64.40	$ 51.98 -	$ 72.14
	$ 187.95	N/A	7/1/2025	6/30/2026	3.00%	$ 66.33	$ 53.54 -	$ 74.31
	$ 193.59	N/A	7/1/2026	6/30/2027	3.00%	$ 68.32	$ 55.15 -	$ 76.53
	$ 147.00	N/A	7/1/2022	6/30/2023		$ 51.88	$ 42.00 -	$ 58.00
	$ 151.41	N/A	7/1/2023	6/30/2024	3.00%	$ 53.44	$ 43.26 -	$ 59.74
	$ 155.95	N/A	7/1/2024	6/30/2025	3.00%	$ 55.04	$ 44.56 -	$ 61.53
	$ 160.63	N/A	7/1/2025	6/30/2026	3.00%	$ 56.69	$ 45.89 -	$ 63.38
	$ 165.45	N/A	7/1/2026	6/30/2027	3.00%	$ 58.39	$ 47.27 -	$ 65.28
	$ 125.00	N/A	7/1/2022	6/30/2023		$ 44.12	$ 37.00 -	$ 50.00
	$ 128.75	N/A	7/1/2023	6/30/2024	3.00%	$ 45.44	$ 38.11 -	$ 51.50
	$ 132.61	N/A	7/1/2024	6/30/2025	3.00%	$ 46.80	$ 39.25 -	$ 53.05
	$ 136.59	N/A	7/1/2025	6/30/2026	3.00%	$ 48.21	$ 40.43 -	$ 54.64
	$ 140.69	N/A	7/1/2026	6/30/2027	3.00%	$ 49.65	$ 41.64 -	$ 56.28
	$ 153.00	N/A	7/1/2022	6/30/2023		$ 54.00	$ 42.00 -	$ 62.00
	$ 157.59	N/A	7/1/2023	6/30/2024	3.00%	$ 55.62	$ 43.26 -	$ 63.86
	$ 162.32	N/A	7/1/2024	6/30/2025	3.00%	$ 57.29	$ 44.56 -	$ 65.78
	$ 167.19	N/A	7/1/2025	6/30/2026	3.00%	$ 59.00	$ 45.89 -	$ 67.75
	$ 172.20	N/A	7/1/2026	6/30/2027	3.00%	$ 60.77	$ 47.27 -	$ 69.78
	$ 126.00	N/A	7/1/2022	6/30/2023		$ 44.47	$ 31.00 -	$ 55.00
	$ 129.78	N/A	7/1/2023	6/30/2024	3.00%	$ 45.80	$ 31.93 -	$ 56.65
	$ 133.67	N/A	7/1/2024	6/30/2025	3.00%	$ 47.18	$ 32.89 -	$ 58.35
	$ 137.68	N/A	7/1/2025	6/30/2026	3.00%	$ 48.59	$ 33.87 -	$ 60.10
	$ 141.81	N/A	7/1/2026	6/30/2027	3.00%	$ 50.05	$ 34.89 -	$ 61.90
	$ 94.00	N/A	7/1/2022	6/30/2023		$ 33.17	$ 27.00 -	$ 39.00
	$ 96.82	N/A	7/1/2023	6/30/2024	3.00%	$ 34.17	$ 27.81 -	$ 40.17
	$ 99.72	N/A	7/1/2024	6/30/2025	3.00%	$ 35.20	$ 28.64 -	$ 41.38
	$ 102.72	N/A	7/1/2025	6/30/2026	3.00%	$ 36.25	$ 29.50 -	$ 42.62
	$ 105.80	N/A	7/1/2026	6/30/2027	3.00%	$ 37.34	$ 30.39 -	$ 43.89
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 -	$ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 -	$ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 -	$ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 -	$ 37.14

	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 -	$ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 -	$ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 -	$ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 -	$ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 -	$ 74.28
	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 -	$ 60.00
ontract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 -	$ 61.80
oses,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 -	$ 63.65
ate)	$ 168.28	$ 252.42	7/1/2025	6/30/2026	3.00%	$ 59.39	$ 53.54 -	$ 65.56
	$ 173.33	$ 259.99	7/1/2026	6/30/2027	3.00%	$ 61.17	$ 55.15 -	$ 67.53
	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 -	$ 58.00
ontract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 -	$ 59.74
oses,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 -	$ 61.53
ate)	$ 161.72	$ 242.59	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 50.27 -	$ 63.38
	$ 166.58	$ 249.86	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 51.77 -	$ 65.28
	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 -	$ 43.00
ontract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 -	$ 44.29
oses,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 -	$ 45.62
ate)	$ 113.64	$ 170.47	7/1/2025	6/30/2026	3.00%	$ 40.11	$ 29.50 -	$ 46.99
	$ 117.05	$ 175.58	7/1/2026	6/30/2027	3.00%	$ 41.31	$ 30.39 -	$ 48.40
	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 -	$ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 -	$ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 -	$ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 -	$ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 -	$ 74.28
	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 -	$ 126.00
ontract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 -	$ 129.78
oses,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 -	$ 133.67
ate)	$ 347.49	$ 521.23	7/1/2025	6/30/2026	3.00%	$ 122.64	$ 107.09 -	$ 137.68
	$ 357.91	$ 536.87	7/1/2026	6/30/2027	3.00%	$ 126.32	$ 110.30 -	$ 141.81
	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00 -	$ 181.00
ontract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75 -	$ 186.43
oses,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61 -	$ 192.02
ate)	$ 461.13	$ 691.70	7/1/2025	6/30/2026	3.00%	$ 162.74	$ 136.59 -	$ 197.78
	$ 474.96	$ 712.45	7/1/2026	6/30/2027	3.00%	$ 167.63	$ 140.69 -	$ 203.72

	$ 266.00	N/A	7/1/2022	6/30/2023		$ 93.88	$ 87.00 -	$ 100.00
	$ 273.98	N/A	7/1/2023	6/30/2024	3.00%	$ 96.69	$ 89.61 -	$ 103.00
	$ 282.20	N/A	7/1/2024	6/30/2025	3.00%	$ 99.59	$ 92.30 -	$ 106.09
	$ 290.67	N/A	7/1/2025	6/30/2026	3.00%	$ 102.58	$ 95.07 -	$ 109.27
	$ 299.39	N/A	7/1/2026	6/30/2027	3.00%	$ 105.66	$ 97.92 -	$ 112.55
	$ 246.00	N/A	7/1/2022	6/30/2023		$ 86.82	$ 83.00 -	$ 94.00
	$ 253.38	N/A	7/1/2023	6/30/2024	3.00%	$ 89.42	$ 85.49 -	$ 96.82
	$ 260.98	N/A	7/1/2024	6/30/2025	3.00%	$ 92.11	$ 88.05 -	$ 99.72
	$ 268.81	N/A	7/1/2025	6/30/2026	3.00%	$ 94.87	$ 90.70 -	$ 102.72
	$ 276.88	N/A	7/1/2026	6/30/2027	3.00%	$ 97.72	$ 93.42 -	$ 105.80
	$ 232.00	N/A	7/1/2022	6/30/2023		$ 81.88	$ 75.00 -	$ 89.00
	$ 238.96	N/A	7/1/2023	6/30/2024	3.00%	$ 84.33	$ 77.25 -	$ 91.67
	$ 246.13	N/A	7/1/2024	6/30/2025	3.00%	$ 86.86	$ 79.57 -	$ 94.42
	$ 253.51	N/A	7/1/2025	6/30/2026	3.00%	$ 89.47	$ 81.95 -	$ 97.25
	$ 261.12	N/A	7/1/2026	6/30/2027	3.00%	$ 92.15	$ 84.41 -	$ 100.17
	$ 201.00	N/A	7/1/2022	6/30/2023		$ 70.94	$ 63.00 -	$ 77.00
	$ 207.03	N/A	7/1/2023	6/30/2024	3.00%	$ 73.07	$ 64.89 -	$ 79.31
	$ 213.24	N/A	7/1/2024	6/30/2025	3.00%	$ 75.26	$ 66.84 -	$ 81.69
	$ 219.64	N/A	7/1/2025	6/30/2026	3.00%	$ 77.52	$ 68.84 -	$ 84.14
	$ 226.23	N/A	7/1/2026	6/30/2027	3.00%	$ 79.84	$ 70.91 -	$ 86.66
	$ 155.00	N/A	7/1/2022	6/30/2023		$ 54.70	$ 42.00 -	$ 80.00
	$ 159.65	N/A	7/1/2023	6/30/2024	3.00%	$ 56.34	$ 43.26 -	$ 82.40
	$ 164.44	N/A	7/1/2024	6/30/2025	3.00%	$ 58.03	$ 44.56 -	$ 84.87
	$ 169.37	N/A	7/1/2025	6/30/2026	3.00%	$ 59.78	$ 45.89 -	$ 87.42
	$ 174.45	N/A	7/1/2026	6/30/2027	3.00%	$ 61.57	$ 47.27 -	$ 90.04
	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 37.00 -	$ 56.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 38.11 -	$ 57.68
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 39.25 -	$ 59.41
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 40.43 -	$ 61.19
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 41.64 -	$ 63.03
	$ 111.00	N/A	7/1/2022	6/30/2023		$ 39.17	$ 32.00 -	$ 45.00
	$ 114.33	N/A	7/1/2023	6/30/2024	3.00%	$ 40.35	$ 32.96 -	$ 46.35
	$ 117.76	N/A	7/1/2024	6/30/2025	3.00%	$ 41.56	$ 33.95 -	$ 47.74
	$ 121.29	N/A	7/1/2025	6/30/2026	3.00%	$ 42.81	$ 34.97 -	$ 49.17
	$ 124.93	N/A	7/1/2026	6/30/2027	3.00%	$ 44.09	$ 36.02 -	$ 50.65

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 26.00 - $ 37.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 26.78 - $ 38.11
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 27.58 - $ 39.25
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 28.41 - $ 40.43
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 29.26 - $ 41.64
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 - $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 - $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 - $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 - $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 - $ 30.39
	$ 320.00	N/A	7/1/2022	6/30/2023		$ 112.94	$ 104.00 - $ 121.00
	$ 329.60	N/A	7/1/2023	6/30/2024	3.00%	$ 116.32	$ 107.12 - $ 124.63
	$ 339.49	N/A	7/1/2024	6/30/2025	3.00%	$ 119.81	$ 110.33 - $ 128.37
	$ 349.67	N/A	7/1/2025	6/30/2026	3.00%	$ 123.41	$ 113.64 - $ 132.22
	$ 360.16	N/A	7/1/2026	6/30/2027	3.00%	$ 127.11	$ 117.05 - $ 136.19
	$ 292.00	N/A	7/1/2022	6/30/2023		$ 103.05	$ 94.00 - $ 110.00
	$ 300.76	N/A	7/1/2023	6/30/2024	3.00%	$ 106.15	$ 96.82 - $ 113.30
	$ 309.78	N/A	7/1/2024	6/30/2025	3.00%	$ 109.33	$ 99.72 - $ 116.70
	$ 319.08	N/A	7/1/2025	6/30/2026	3.00%	$ 112.61	$ 102.72 - $ 120.20
	$ 328.65	N/A	7/1/2026	6/30/2027	3.00%	$ 115.99	$ 105.80 - $ 123.81
	$ 254.00	N/A	7/1/2022	6/30/2023		$ 89.64	$ 76.00 - $ 97.00
	$ 261.62	N/A	7/1/2023	6/30/2024	3.00%	$ 92.33	$ 78.28 - $ 99.91
	$ 269.47	N/A	7/1/2024	6/30/2025	3.00%	$ 95.10	$ 80.63 - $ 102.91
	$ 277.55	N/A	7/1/2025	6/30/2026	3.00%	$ 97.95	$ 83.05 - $ 105.99
	$ 285.88	N/A	7/1/2026	6/30/2027	3.00%	$ 100.89	$ 85.54 - $ 109.17
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 66.00 - $ 87.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 67.98 - $ 89.61
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 70.02 - $ 92.30
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 72.12 - $ 95.07
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 74.28 - $ 97.92
	$ 198.00	N/A	7/1/2022	6/30/2023		$ 69.88	$ 55.00 - $ 80.00
	$ 203.94	N/A	7/1/2023	6/30/2024	3.00%	$ 71.98	$ 56.65 - $ 82.40
	$ 210.06	N/A	7/1/2024	6/30/2025	3.00%	$ 74.13	$ 58.35 - $ 84.87
	$ 216.36	N/A	7/1/2025	6/30/2026	3.00%	$ 76.36	$ 60.10 - $ 87.42
	$ 222.85	N/A	7/1/2026	6/30/2027	3.00%	$ 78.65	$ 61.90 - $ 90.04

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 170.00	N/A	7/1/2022	6/30/2023		$ 60.00	$ 52.00 - $ 66.00
	$ 175.10	N/A	7/1/2023	6/30/2024	3.00%	$ 61.80	$ 53.56 - $ 67.98
	$ 180.35	N/A	7/1/2024	6/30/2025	3.00%	$ 63.65	$ 55.17 - $ 70.02
	$ 185.76	N/A	7/1/2025	6/30/2026	3.00%	$ 65.56	$ 56.82 - $ 72.12
	$ 191.34	N/A	7/1/2026	6/30/2027	3.00%	$ 67.53	$ 58.53 - $ 74.28
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 47.00 - $ 59.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 48.41 - $ 60.77
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 49.86 - $ 62.59
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 51.36 - $ 64.47
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 52.90 - $ 66.41
	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 - $ 52.00
*contract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 - $ 53.56
*oses,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 - $ 55.17
*ate)	$ 144.24	N/A	7/1/2025	6/30/2026	3.00%	$ 50.91	$ 44.80 - $ 56.82
	$ 148.57	N/A	7/1/2026	6/30/2027	3.00%	$ 52.43	$ 46.15 - $ 58.53
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 - $ 44.00
*contract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 - $ 45.32
*oses,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 - $ 46.68
*ate)	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 36.06 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 37.14 - $ 49.52
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 - $ 33.00
*contract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 - $ 33.99
*oses,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 - $ 35.01
*ate)	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 21.85 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 22.51 - $ 37.14
	$ 299.00	N/A	7/1/2022	6/30/2023		$ 105.52	$ 105.00 - $ 140.00
	$ 307.97	N/A	7/1/2023	6/30/2024	3.00%	$ 108.69	$ 108.15 - $ 144.20
	$ 317.21	N/A	7/1/2024	6/30/2025	3.00%	$ 111.95	$ 111.39 - $ 148.53
	$ 326.73	N/A	7/1/2025	6/30/2026	3.00%	$ 115.31	$ 114.74 - $ 152.98
	$ 336.53	N/A	7/1/2026	6/30/2027	3.00%	$ 118.77	$ 118.18 - $ 157.57
	$ 359.00	N/A	7/1/2022	6/30/2023		$ 126.70	$ 97.00 - $ 113.00
	$ 369.77	N/A	7/1/2023	6/30/2024	3.00%	$ 130.50	$ 99.91 - $ 116.39
	$ 380.86	N/A	7/1/2024	6/30/2025	3.00%	$ 134.42	$ 102.91 - $ 119.88
	$ 392.29	N/A	7/1/2025	6/30/2026	3.00%	$ 138.45	$ 105.99 - $ 123.48
	$ 404.06	N/A	7/1/2026	6/30/2027	3.00%	$ 142.60	$ 109.17 - $ 127.18

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 267.00	N/A	7/1/2022	6/30/2023		$ 94.23	$ 75.00 - $ 107.00
	$ 275.01	N/A	7/1/2023	6/30/2024	3.00%	$ 97.06	$ 77.25 - $ 110.21
	$ 283.26	N/A	7/1/2024	6/30/2025	3.00%	$ 99.97	$ 79.57 - $ 113.52
	$ 291.76	N/A	7/1/2025	6/30/2026	3.00%	$ 102.97	$ 81.95 - $ 116.92
	$ 300.51	N/A	7/1/2026	6/30/2027	3.00%	$ 106.06	$ 84.41 - $ 120.43
	$ 244.00	N/A	7/1/2022	6/30/2023		$ 86.11	$ 70.00 - $ 96.00
	$ 251.32	N/A	7/1/2023	6/30/2024	3.00%	$ 88.70	$ 72.10 - $ 98.88
	$ 258.86	N/A	7/1/2024	6/30/2025	3.00%	$ 91.36	$ 74.26 - $ 101.85
	$ 266.63	N/A	7/1/2025	6/30/2026	3.00%	$ 94.10	$ 76.49 - $ 104.90
	$ 274.62	N/A	7/1/2026	6/30/2027	3.00%	$ 96.92	$ 78.79 - $ 108.05
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 70.00 - $ 107.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 72.10 - $ 110.21
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 74.26 - $ 113.52
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 76.49 - $ 116.92
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 78.79 - $ 120.43
	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 - $ 88.00
*contract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 - $ 90.64
*oses,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 - $ 93.36
*ate)	$ 226.19	N/A	7/1/2025	6/30/2026	3.00%	$ 79.83	$ 57.91 - $ 96.16
	$ 232.98	N/A	7/1/2026	6/30/2027	3.00%	$ 82.22	$ 59.65 - $ 99.04
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 - $ 88.00
*contract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 - $ 90.64
*oses,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 - $ 93.36
*ate)	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 55.73 - $ 96.16
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 57.40 - $ 99.04
	$ 148.00	N/A	7/1/2022	6/30/2023		$ 52.23	$ 37.00 - $ 64.00
	$ 152.44	N/A	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 38.11 - $ 65.92
	$ 157.01	N/A	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 39.25 - $ 67.90
	$ 161.72	N/A	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 40.43 - $ 69.93
	$ 166.58	N/A	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 41.64 - $ 72.03
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 - $ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 - $ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 - $ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 - $ 37.14

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 273.00	N/A	7/1/2022	6/30/2023		$ 96.35	$ 85.00 -	$ 103.00
	$ 281.19	N/A	7/1/2023	6/30/2024	3.00%	$ 99.24	$ 87.55 -	$ 106.09
	$ 289.63	N/A	7/1/2024	6/30/2025	3.00%	$ 102.22	$ 90.18 -	$ 109.27
	$ 298.31	N/A	7/1/2025	6/30/2026	3.00%	$ 105.28	$ 92.88 -	$ 112.55
	$ 307.26	N/A	7/1/2026	6/30/2027	3.00%	$ 108.44	$ 95.67 -	$ 115.93
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 50.00 -	$ 70.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 51.50 -	$ 72.10
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 53.05 -	$ 74.26
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 54.64 -	$ 76.49
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 56.28 -	$ 78.79
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 37.00 -	$ 65.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 38.11 -	$ 66.95
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 39.25 -	$ 68.96
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 40.43 -	$ 71.03
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 41.64 -	$ 73.16
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 53.00 -	$ 68.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 54.59 -	$ 70.04
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 56.23 -	$ 72.14
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 57.91 -	$ 74.31
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 59.65 -	$ 76.53
	$ 123.00	N/A	7/1/2022	6/30/2023		$ 43.41	$ 35.00 -	$ 49.00
	$ 126.69	N/A	7/1/2023	6/30/2024	3.00%	$ 44.71	$ 36.05 -	$ 50.47
	$ 130.49	N/A	7/1/2024	6/30/2025	3.00%	$ 46.05	$ 37.13 -	$ 51.98
	$ 134.41	N/A	7/1/2025	6/30/2026	3.00%	$ 47.43	$ 38.25 -	$ 53.54
	$ 138.44	N/A	7/1/2026	6/30/2027	3.00%	$ 48.86	$ 39.39 -	$ 55.15

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 42.00 - $ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 43.26 - $ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 44.56 - $ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 45.89 - $ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 47.27 - $ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 32.00 - $ 44.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 32.96 - $ 45.32
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 33.95 - $ 46.68
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 34.97 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 36.02 - $ 49.52
	$ 109.00	N/A	7/1/2022	6/30/2023		$ 38.47	$ 33.00 - $ 44.00
	$ 112.27	N/A	7/1/2023	6/30/2024	3.00%	$ 39.62	$ 33.99 - $ 45.32
	$ 115.64	N/A	7/1/2024	6/30/2025	3.00%	$ 40.81	$ 35.01 - $ 46.68
	$ 119.11	N/A	7/1/2025	6/30/2026	3.00%	$ 42.04	$ 36.06 - $ 48.08
	$ 122.68	N/A	7/1/2026	6/30/2027	3.00%	$ 43.30	$ 37.14 - $ 49.52
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 24.00 - $ 35.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 24.72 - $ 36.05
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 25.46 - $ 37.13
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 26.23 - $ 38.25
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 27.01 - $ 39.39
	$ 128.00	N/A	7/1/2022	6/30/2023		$ 45.17	$ 34.00 - $ 53.00
	$ 131.84	N/A	7/1/2023	6/30/2024	3.00%	$ 46.53	$ 35.02 - $ 54.59
	$ 135.80	N/A	7/1/2024	6/30/2025	3.00%	$ 47.93	$ 36.07 - $ 56.23
	$ 139.87	N/A	7/1/2025	6/30/2026	3.00%	$ 49.36	$ 37.15 - $ 57.91
	$ 144.07	N/A	7/1/2026	6/30/2027	3.00%	$ 50.84	$ 38.27 - $ 59.65
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 20.00 - $ 37.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 20.60 - $ 38.11
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 21.22 - $ 39.25
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 21.85 - $ 40.43
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 22.51 - $ 41.64
	$ 164.00	N/A	7/1/2022	6/30/2023		$ 57.88	$ 48.00 - $ 64.00
	$ 168.92	N/A	7/1/2023	6/30/2024	3.00%	$ 59.62	$ 49.44 - $ 65.92
	$ 173.99	N/A	7/1/2024	6/30/2025	3.00%	$ 61.40	$ 50.92 - $ 67.90
	$ 179.21	N/A	7/1/2025	6/30/2026	3.00%	$ 63.25	$ 52.45 - $ 69.93
	$ 184.58	N/A	7/1/2026	6/30/2027	3.00%	$ 65.14	$ 54.02 - $ 72.03

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 38.00 -	$ 58.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 39.14 -	$ 59.74
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 40.31 -	$ 61.53
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 41.52 -	$ 63.38
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 42.77 -	$ 65.28
	$ 120.00	N/A	7/1/2022	6/30/2023		$ 42.35	$ 34.00 -	$ 48.00
	$ 123.60	N/A	7/1/2023	6/30/2024	3.00%	$ 43.62	$ 35.02 -	$ 49.44
	$ 127.31	N/A	7/1/2024	6/30/2025	3.00%	$ 44.93	$ 36.07 -	$ 50.92
	$ 131.13	N/A	7/1/2025	6/30/2026	3.00%	$ 46.28	$ 37.15 -	$ 52.45
	$ 135.06	N/A	7/1/2026	6/30/2027	3.00%	$ 47.67	$ 38.27 -	$ 54.02

ɔy staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

(1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

ırly rate. For classifications only, enter the average hourly rate for that classification.

vage with an asterisks (*)

f this Exhibit

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Date: 11/3/2022

)THER DIRECT COST ITEMS (Add additional pages as necessary)

em	Quantity	Unit	Unit Cost	Total
		Miles	IRS Rate	$ -
		Sheet	Cost	$ -
		Sheet	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Cost	Cost	$ -
		Cost	Cost	$ -
:iates				$ -
ions				$ -
ering Group				$ -

:s. These costs should be competitive in their respective industries and supported with appropriate documentations.
ıntly billed regardless of client and contract type.
se, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
nbursed at actual cost with supporting documentation (invoice)
ıred "tools of the trade" are not reimburseable as other direct cost.
ved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: R.M. Brogan

Date of Certification: 11/3/2022

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2023

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

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

PRODUCER Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339	CONTACT NAME: Asero Insurance Services PHONE (A/C, No, Ext): 866-966-8928 FAX (A/C, No): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Company — 20508 INSURER B: Continental Casualty Company — 20443 INSURER C: Continental Insurance Company — 35289 INSURER D: National Fire Insurance Co of Hartford — 20478 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 73290792 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR Deductible - None GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☑ PRO-JECT ☐ LOC OTHER:	✓	✓	6078951385	9/15/2022	9/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	6078951371	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded: $1,000	$1,000,000 $ $ $ $
C	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $0			6078951399	9/15/2022	9/15/2023	EACH OCCURRENCE AGGREGATE Deductible - None	$9,000,000 $9,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	6078951418	9/15/2022	9/15/2023	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Leased,Borrowed Or Rented Equipment			6078951385	9/15/2022	9/15/2023	Per Item Limit: $200,000 Per Occurrence Limit: $200,000	
A	Restoration of Media Coverage (Valuable Papers)			6078951385	9/15/2022	9/15/2023	Limit/ Deductible: $1,000,000/$5,000	

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

22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

22-00231

County of Mariposa
4639 Ben Hur 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

Joe Longwello

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

AGENCY CUSTOMER ID: MARKT-1

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Asero Insurance Services	Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: County of Mariposa

ADDRESS: 4639 Ben Hur Road Mariposa, CA 95338

Commercial General Liability Blanket Additional Insured - Owners, Lessees Or Contractors - With Products-Completed Operations Coverage Endorsement and Primary and Noncontributory Insurance as required by written contract per attached form CNA75079XX (10-16).

Commercial General Liability Waiver Of Transfer Of Rights Of Recovery Against Others To The Insurer Endorsement as required by written contract per attached form CNA75008XX (10-16).

Commercial Auto Liability Additional Insured - Primary And Non-Contributory as required by written contract per attached form CNA71527XX (Ed. 10/12).

Commercial Auto Liability Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) as required by written contract per attached form CA 04 44 10 13.

Workers' Compensation Blanket Waiver Of Our Right To Recover From Others as required by written contract per attached form G-19160-B (Ed. 11/97).

*Subject To Policies Terms, Conditions, and Exclusions

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ATTACHMENT

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Endorsement No:
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

CNA

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organizations with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
"Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II – Who Is An Insured of this Coverage Form."

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Copyright CNA All Rights Reserved.

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

POLICY NUMBER: 6078951371

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Copyright, Insurance Services Office, Inc., 2011

DocuSign Envelope ID: FF78E8F9-B104-496C-BD05-9F7AFC6C611E

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

DocuSign

Certificate Of Completion

Envelope Id: FF78E8F9B104496CBD059F7AFC6C611E
Status: Completed
Subject: Complete with DocuSign: PW- Agreement -Mark Thomas - On Call Eng Services 3-6-23.pdf
Source Envelope:
Document Pages: 49
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/6/2023 2:47:47 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 2:49:54 PM Viewed: 3/6/2023 3:36:27 PM Signed: 3/6/2023 3:36:39 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:36:42 PM Viewed: 3/6/2023 3:39:36 PM Signed: 3/6/2023 3:40:01 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:40:04 PM Viewed: 3/6/2023 5:05:42 PM Signed: 3/6/2023 5:06:08 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Ed Noriega enoriega@markthomas.com Division Manager - Associate Principal Mark Thomas and Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Ed Noriega D3204E678B6B4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.238.211.55	Sent: 3/6/2023 5:06:11 PM Resent: 3/7/2023 7:38:10 AM Viewed: 3/7/2023 12:58:41 PM Signed: 3/7/2023 1:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 12:58:41 PM ID: 3c5ec909-296a-4387-baba-05465a41897f		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 1:00:08 PM Viewed: 3/7/2023 1:01:17 PM Signed: 3/7/2023 1:01:24 PM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2022 10:48:53 AM
ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 2:49:55 PM
Certified Delivered	Security Checked	3/7/2023 1:01:17 PM
Signing Complete	Security Checked	3/7/2023 1:01:24 PM
Completed	Security Checked	3/7/2023 1:01:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-159

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Authorizing the FY 25/26 Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing the FY 25/26 Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission.

On April 28, 2017, the Governor signed Senate Bill (SB1) to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and roads. SB1 increased the fuel excise tax, diesel fuel sales tax, and vehicle registration fees and provides inflationary adjustments to tax rates for future years. The collected revenue is allocated to the State Road Maintenance and Rehabilitation Account (RMRA).

State law requires the County to establish eligibility for its funds on an annual basis. The projects identified in the resolution are operational and include striping, ditching, brushing, patching and repair, gravel road maintenance, and debris removal from our bridges and culverts.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has passed this annual resolution since the passage of SB1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County would not receive roughly $2.4 million dollars in additional roads funding. The addition of this funding allows the County to maintain its road infrastructure.

FINANCIAL IMPACT

Public Works will receive an estimated $2.4 million of SB1 (RMRA) funding. Funding is included in the proposed Public Works Roads budget.

ATTACHMENTS

1. 20252026 FY SB 1 Project List Resolution (Final)

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

RESOLUTION NO._____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Mariposa County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Mariposa County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for project completion, and the estimated useful life of the improvement; and

WHEREAS, Mariposa County, will receive an estimated $2,411,206 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the 9th year in which Mariposa County is receiving SB 1 funding and will enable Mariposa County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Mariposa County has undergone a robust public process to ensure public input into the community's transportation priorities and

WHEREAS, Mariposa County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Mariposa County maintain and rehabilitate 560 centerline miles of streets and roads, 89 bridges, add active transportation infrastructure throughout Mariposa County this year and dozens of similar projects in the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that Mariposa County streets and roads are in an "at-risk" condition and this revenue will help to increase the overall quality of the road system and over the next decade will bring streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Mariposa County, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project Title: East and West Area chip seal or slurry seal.
Project Description: Chip seal or slurry seal East Whitlock, Darrah and Tip Top roads.
Project Location: East Whitlock, Darrah and Tip Top Roads.
Estimated Project Schedule: Start (08/25)– Completion (10/25) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 8-10

Project Title: North and East Area Striping.
Project Description: Project will include striping of centerlines, edge lines and pavement markings.
Project Location: Roadways throughout North Area of the County including, but not limited to, the communities of Bear Valley, Hornitos, Coulterville and Greeley Hill. Roadways in the East Area of the county including, but not limited to, the communities of Mariposa, Ponderosa Basin, Midpines and Bootjack.
Estimated Project Schedule: Start (08/25)– Completion (10/26) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 5-7

Project Title: East & West Area Ditching and Brushing.
Project Description: Project will include roadside maintenance for ditching, brushing, and cutting to remove hazardous trees and low hanging foliage for site distances.
Project Location: Roadways in the East & West Area of the county including, but not limited to, the communities of Mariposa, Ponderosa Basin, Lush Meadows, Bootjack, Midpines, Hornitos, Bear Valley and Cathey's Valley.
Estimated Project Schedule: Start (07/25)– Completion (06/26) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 3-4

Project Title: Countywide Pavement Patching and Repairs.
Project Description: The project will include dig-outs, patching and shoulder backing.
Project Location: Roadways throughout the County including, but not limited to, Old Toll Road, Ernst Road, Indian Peak Road, Old Highway Road, Darrah Road, East Whitlock Road and Ashworth Road.
Estimated Project Schedule: Start (07/25)– Completion (06/26) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 1-5

Project Title: Gravel Road Maintenance.
Project Description: Project will include grading, applying crushed aggregate, and re-contouring gravel roads.
Project Location: Roadways throughout the county including, but not limited to, Chowchilla Mountain Road, East Westfall Road, Cuneo Road, and Hunters Valley Road.
Estimated Project Schedule: Start (07/24)– Completion (06/25) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 1-4

Project Title: Creek Debris Removal Projects.
Project Description: The project will include environmental permits and removing debris and vegetation from bridges and culverts which may obstruct the passage of stormwater.
Project Location: Crossings throughout the County including, but not limited to, Agua Fria, Mariposa, Chowchilla, Bear and Maxwell Creeks.
Estimated Project Schedule: Start (07/25)– Completion (06/26) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 1-3

Project Title: County Roads Offices/Shop Building.
Project Description: The project will be to utilize an existing location to build or purchase a building to house Roads Division offices. This building would include workshops to perform maintenance on small engines and chain saws.
Project Location: Mariposa County Public Works Yard located at 4639 Ben Hur Road.
Estimated Project Schedule: Start (07/25)– Completion (06/26) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 10-20

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County, State of California this _____ day of _____, 2025, by the following vote:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-160

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In accordance with the provisions of Board of Supervisors Resolution 2017-580, staff has successfully negotiated an Agreement for Emergency Use of Facility with the Madera-Mariposa-Merced CAL FIRE Command Unit for the use of the Mariposa-Yosemite Airport.

All revenue generated from the contract will be allocated to the Mariposa-Yosemite Airport Operations Fund (Fund 6610) to directly benefit the Mariposa-Yosemite Airport.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County has had Emergency Use of Facilities Agreements with the CAL FIRE Madera-Mariposa-Merced Unit for the Mariposa-Yosemite Airport in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve this agreement, CAL FIRE would stage helicopters in another community, which may increase in response time.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa-Yosemite Airport EU 2025**
2. **Resolution 2017-580**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15)

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: County of Mariposa – Department of Public Works

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the Madera-Mariposa-Merced Unit of the California Department of Forestry and Fire Protection for use as Emergency Incident Helibase/Airbase for exclusive use helicopter. .

1. DESCRIPTION OF FACILITIES:

Yosemite Airport located at 5020 Macready Way, Mariposa, CA 95338.

Airport facilities to be used as a helibase/airbase to support helicopters and aircraft, support trailers and equipment,

fuel tenders and helibase/airbase personnel.

Rate: $103.50/pad per day

Building: $121.90/day

Additional Fee: Fuel flowage fee of $0.25/gallon for each gallon of “offsite” fuel that is used to fill aircraft.

Gallons are required to be validated by CAL FIRE representative.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of $ 328.90 . The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 06/01/2025 , and shall end on or before 12/31/2025 (may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

All utilities

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Samuel Cerveny **TELEPHONE NUMBER:** (209) 347-3140

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AGREEMENT FOR EMERGENCY USE OF FACILITIES

CAL FIRE-95 (Rev. 05/15) (Reverse)

7. **LOSS, DAMAGE, OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.

   The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.

8. **HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

9. **SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

10. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

11. **DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720**: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

12. **CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER	**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
BY: County of Mariposa	BY: CAL FIRE Madera-Mariposa-Merced Unit
TITLE: Chair, Board of Supervisors	TITLE: Staff Services Manager I
DATE:	DATE:
NAME: Rosemarie Smallcombe	NAME: Courtney Arebalo
SIGNATURE:	SIGNATURE:
STREET ADDRESS: 4639 Ben Hur Road	STREET ADDRESS: 5366 State Highway 49 North
Mariposa, CA 95338	Mariposa, CA 95338
TELEPHONE: (209) 966-5356	TELEPHONE: (209) 966-3622
TELEPHONE: (Night) (209) 347-3140	TELEPHONE: (Night) (209) 628-5006

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED

MEETING: August 22, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the Public Works Director to Negotiate an Emergency Airport Rental Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Authorize the Public Works Director to enter into negotiations resulting into a Multi-Year Emergency Airport Lease Agreement with the State of CA, Department of Forestry and Fire Protection, Subject to approval of the CAO and as to form by County Counsel.

The County has traditionally entered into an agreement with the State of CA to rent the airport facilities in times of Emergencies where Aviation Services are required by the State in the protection of Life and Property, the former multi-year agreement has recently expired and this simply seeks approval to enter negotiations to update terms. Should negotiations be successful and upon the CAO recommendation the agreement will be brought back to the Board of Supervisors for consideration prior to execution.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved a past Emergency Rental Agreement Contract for these services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would lose the ability to rent our facility and the State would use other airport facilities resulting in increased Fire response and lost revenue to the County.

FINANCIAL IMPACT:
There are no negative financiaol impacts

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, County Administrative Officer 8/17/2017

MARIPOSA COUNTY
CALIFORNIA

Print This Page

Mariposa County
California

Adopted
Aug 22, 2017 9:00 AM

Resolution - Action Requested
RES-2017-580

Authorize the Public Works Director to Enter into Negotiations Resulting in a Multi - Year Emergency Airport Lease Agreement with the State of CA, Department of Forestry and Fire Protection, Terms Subject to the Approval of the CAO and as to Form by County Counsel

Information

Department: Public Works **Sponsors:**
Category: Agreements/Contracts/Leases

Attachments

- Printout

Financial Impact

There are no negative financiaol impacts

Meeting History

Aug 22, 2017 9:00 AM Audio **Board of Supervisors** **Regular Meeting**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Kevin Cann, Miles Menetrey

Powered by Granicus

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-161

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve a Five-Year Agreement with InTime Services, Inc. in the Amount of $53,570 for a Cloud-Hosted Workforce Management Solution, which Includes a Public Safety Scheduling Module, Training Certificate Module and Asset Management Module; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Five-year Agreement with InTime Services, Inc. in the Amount of $53,570 for a Cloud-Hosted Workforce Management Solution, which Includes a Public Safety Scheduling Module, Training Certificate Module and Asset Management Module; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this contract in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve this item, the Sheriff's Office will be forced to find a new Workforce Management solution.

FINANCIAL IMPACT

These funds have been requested in the FY26 Budget

ATTACHMENTS

1. **InTime Services Inc. Agreement for Signatures**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

inTime®

RENEWAL PROPOSAL FOR MARIPOSA COUNTY SHERIFF'S OFFICE

Cloud Hosted Scheduling and Workforce Management

Prepared by: Emily Kelvin-Davies
Customer Success Manager
1.887.603.2830 ext. 1012
ekelvin-davies@intimesoft.com

Date: 03/12/2025

InTime Solution Pricing

Annual Subscription For: 90 Employees

SCHEDULING MODULE ($72/emp/year)	$6,480/Year
TRAINING AND CERTIFICATION MODULE ($18/emp/year)	$1,620/Year
ASSET MANAGEMENT MODULE ($18/emp/year)	$1,620/Year
SECURE HOSTING • Top tier cloud service provider • Automatic failover • Real time data redundancy	$1,800/Year

Standard Annual Fees:	$11,520
5 Year Agreement Pricing + 7% Discount	
Annual Fees (07/01/2025 – 06/30/2026)	$10,714
Annual Fees (07/01/2026 – 06/30/2027)	$10,714
Annual Fees (07/01/2027 – 06/30/2028)	$10,714
Annual Fees (07/01/2028 – 06/30/2029)	$10,714
Annual Fees (07/01/2029 – 06/30/2030)	$10,714

Notes

1. All prices are in US Dollars.
2. Fees are exclusive of any and all applicable taxes and duties, including withholding taxes.
3. Payment for the subscription fee and for professional services (if any) are net thirty (30) days from date of invoice.
4. InTime's Terms and Conditions are attached to this proposal.
5. Invoicing schedule is per the following:

   Subscription Fee: Upon contract signing and annually on contract date anniversary

   Services and Training: On contract date

Acceptance of Terms

To indicate acceptance of the terms of this proposal, either issue InTime a purchase order referencing this proposal for the amounts indicated or sign the document on the spaces indicated below.

Both parties have read and agreed to the terms and conditions of this proposal:

Customer Organization Name	**Authorized Signature**	**Date**

InTime Services Inc.

Vendor Name	**Authorized Signature**	**Date**

INTIME SERVICES INC. - SERVICES AGREEMENT - TERMS AND CONDITIONS

SCOPE

A. InTime provides an application for scheduling personnel as a service delivered over the Internet ("Services") to its Customers. The application is proprietary to InTime.

B. In conjunction with such Services, InTime also provides Support to its Customers to allow them to use the Service.

C. Customer desires to obtain such Services from InTime.

1. DEFINITIONS

1.1. "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is:

a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;

b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;

c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and

d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

1.2. "Customer" means an entity or organization who wishes to obtain the Services from InTime.

1.3. "Proposal" means the document provided by InTime to Customer containing a price quote, setting out the term and if applicable, specifying applicable governing law.

1.4. "Support" means technical support provided by InTime to Customer relating to Customer's use of the Services, on a remote basis by telephone, e-mail, and fax, and optionally at the Customer's site, and is subject to the availability of support personnel and facility infrastructure services. Such support includes problem diagnosis, consultation, dial-in diagnosis services, and problem resolution with the Support levels defined in Appendix A.

2. SERVICES

2.1. InTime will provide the Services to Customer in accordance with applicable laws and regulation. The Services will be provided on the following basis:

a) InTime will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

i. planned downtime (and InTime will give Customer at least 72 hours notice of such downtime and will attempt to schedule such downtime to the extent practicable during weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or

ii. any unavailability caused by circumstances beyond InTime's reasonable control.

2.2. Under no circumstances can Customer allow other commercial entities to access the Services. Customer is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.

2.3. Violation of any of the terms of this Agreement or use of the Services in a way that breaches applicable law or regulation in any way entitles InTime to terminate this Agreement and Customer's access to the Services. InTime will give its Customers written notice of such breach. If such breach is not corrected in 30 days InTime may terminate this Agreement. PLEASE NOTE THAT INTIME STRICTLY ENFORCES THIS POLICY AND WILL PROSECUTE ANY VIOLATION OF THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

2.4. It is Customer's own responsibility to:

a) provide for its own access to the Internet, arrange for secure Internet access therefore and pay any service fees associated with such access;

b) be responsible for the accuracy, quality, integrity and legality of data which is processed using the Services, including the exclusion of Social Insurance Numbers (SIN) and Social Security Numbers (SSN), and of the means by which such data was acquired;

c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify InTime promptly of any unauthorized access or use;

d) use the Services only in accordance with any documentation and applicable laws and regulations.

2.5. Customer may not use InTime trademarks such as "InTime" without the prior written permission of InTime.

2.6. No other services are provided with the Service unless agreed to otherwise by InTime and the Customer.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES – THE SERVICES ARE PROVIDED "AS IS, WHERE IS" OTHER THAN AS SET OUT IN SECTION 5. INTIME DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR

INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If either party is liable to the other in no event will the total aggregate liability of a party to the other exceed the fees paid by the Customer to InTime in the 90 day period preceding the date of a claim.

4. OWNERSHIP CONFIDENTIALITY AND USE LIMITATION

4.1. Ownership

a) Subject to the limited rights expressly granted under this Agreement, InTime reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth with respect to limited rights to use the Services.

b) Customer shall not (i) permit any third party to access the Services except as expressly permitted, (ii) create derivate works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own internal non-publicly accessible networks or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

c) As between InTime and Customer, Customer exclusively own all rights, title and interest in and to all of Customer's data.

4.2. Confidentiality - The following terms apply to Confidential Information and the ownership thereof.

a) All Confidential Information is owned by the respective parties.

b) Neither party will, at any time whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.

c) Each party will hold in confidence and not disclose any Confidential Information of the other party. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.

d) The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers, auditors or consultants of the Recipient having the need to receive such Confidential Information for the purposes of this Agreement, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient under this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.

e) To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena or other applicable order by a governmental agency or judicial body or by

operation of law, the Recipient will promptly notify the Discloser in writing of the existence, terms and circumstances surrounding such disclosure (except as prohibited by law) so that the Discloser may seek a protective order or other appropriate remedy from the proper authority. The Recipient agrees to reasonably cooperate with the Discloser in seeking such order or remedy at Disclosure's cost and expense. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will reasonably cooperate with Disclosure's efforts to obtain reliable, written assurances that confidential and legally compliant treatment will be accorded to such Confidential Information

f) The obligations of confidence contained herein will survive termination or expiry of this Agreement.

5. REPRESENTATION AND IDEMNIFICATION

5.1. Indemnification by InTime - InTime has the right and all necessary permissions to provide the Services to the Customer. In the event of the breach of this representation, InTime shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives InTime written notice of the Claim; (b) gives InTime sole control of the defense and settlement of the Claim; and (c) provides to InTime all reasonable assistance, at InTime's expense.

5.2. Exclusive Remedy - This Section 5 states InTime's sole liability to, and Customer's exclusive remedy against InTime for any type of Claim described in this Section.

6. TERM

6.1. Term – This Agreement is the term set out in the Proposal. If not stated in the Proposal, it will be for a yearly term. It will renew for successive terms on mutual written agreement. Customer may terminate this Agreement at any time without cause upon 30 days notice.

6.2. Termination - This Agreement shall terminate in each of the following events:

a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written demand therefore; or

b) immediately, at the option of the non-breaching party if either party breaches section 4.1(b) or 4.2 of this Agreement; or

c) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof or

d) on the occurrence of the events set out in section 7.3

provided that the right of termination shall be in addition to all other rights and remedies available to the parties for default or wrong-doing by the other.

6.3. Suspension of Obligations – If either party should default in the performance or observance of any of its obligations, then, in addition to all other rights and remedies available to the non-defaulting party, following the default and expiration of an applicable cure period, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied.

6.4. Refund for Termination of Agreement for cause – If this Agreement is terminated for cause by Customer, then InTime shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by InTime, Customer shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to InTime for the period prior to the effective date of termination.

6.5. Return of Customer Data – Following termination of the Agreement, InTime will provide read-only access to Customer's data for a period of six months without charge. After such period, InTime shall have no obligation to maintain or provide any of Customer's data and may, unless legally prohibited, delete all of Customer's data in InTime's systems or otherwise in InTime's possession or control.

7. GENERAL

7.1. This Agreement and the Proposal contain the whole agreement between InTime and Customer relating to the Services.

7.2. InTime may assign this Agreement in connection with a merger, amalgamation or corporate re-organization involving InTime, or in connection with the sale of all or substantially all the assets of InTime or to an affiliate or wholly-owned subsidiary of InTime.

7.3. Upon 30 days notice to Customer, InTime reserves the right at all times to vary the conditions of this Agreement or change the operation of the Services. If Customer does not agree to such variation or changes, Customer may terminate this Agreement without penalty to either party.

7.4. InTime reserves the right to suspend the Services for repair, maintenance, and/or upgrade work. Unless InTime cannot do so for security or other reasons beyond our reasonable control, InTime will give Customer reasonable notice of such suspension.

7.5. Unless otherwise specified in a Proposal this Agreement is governed by the laws of the Province of British Columbia, Canada. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration or mediation under the rules of the British Columbia International Arbitration Centre. The place of arbitration of mediation shall be Vancouver, British Columbia, Canada.

7.6. The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

Appendix A – Support Level Definition

All Customer requests for Support shall be managed as described below. The degree of InTime's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from InTime for assistance in providing Support.

"Normal Support Hours" are 6:00 AM through 5:00 PM (Pacific Time), Monday through Friday, excluding statutory holidays.

Critical Severity	Available: 24 hours/day, 7 days/week, via special toll-free number in North America.
Description:	A Customer detected critical Software error that renders the entire live InTime production system, or an essential part of it, inoperable or "down".
Initial Response:	All support requests will be dispatched with call details and problem description within 5 minutes of receipt of support request. During Normal Support Hours, warm transfer immediate response if an InTime Support representative is available, otherwise a callback response within 15 minutes average, one (1) hour maximum. Outside of Normal Support Hours a callback response within eight (8) hours average, sixteen (16) hours maximum.
Resolution Response:	Once an InTime Support representative has made contact with the customer regarding the support request, InTime will work continuously to return the InTime production system to normal "up" operation, with an average resolution time of not more than eight (8) hours.
Chargeable Service:	If the Critical Severity support service is used by the Customer for non-critical support, then the service is chargeable at InTime's current hourly support service rates.

High Severity	Available: Normal Support Hours
Description:	A Customer detected non-critical Software error in a module of the live InTime production system, which seriously impairs system operation but does not render it "down". Non-critical Software errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the software, its installation or training.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within two (2) hours. However, if the request is made within the last hour of the day or after the close of day, then within the first two (2) hours of the next Normal Support Hours day.
Resolution Response:	InTime will work continuously to restore system operation within Normal Support Hours.

Normal Severity	Available: Normal Support Hours
Description:	All other Support requests not described above.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within four (4) hours. However, if the request is made within the last four hours of the day or after the close of day, then within the first four (4) hours of the next Normal Support Hours day.
Resolution Response:	InTime will correct documentation errors in upcoming releases of the documentation. InTime will provide Software error corrections in the course of its standard development and upgrade methodology for the Software.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Public Comment Submissions Received

RECOMMENDATION AND JUSTIFICATION

Public Comment Submissions Received

- James Rhodes (Received April 30th, 2025)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives public comment on non-agenda items, usually verbally.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. The Board is required to take public comment.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Rhodes - PCNA

Outlook

Next BOS meeting

From James Rhodes <jamesrhodes666@msn.com>
Date Wed 4/30/2025 8:59 PM
To Danielle Bondshu <dbondshu@mariposacounty.org>

You don't often get email from jamesrhodes666@msn.com. Learn why this is important

I want the following statement to be part of the public record and I want to be present to read it (nothing more, nothing less); I thank you.

STATEMENT FROM JAMES RHODES, COULTERVILLE

I want to address the BOS regarding the official Vietnamese state delegation that visited Coulterville April 26 and received front page coverage in the MARIPOSA GAZETTE of May 1, 2025.

To my knowledge, Coulterville was the only American location to celebrate the 30th Year Anniversary of Normalization of Relations between Vietnam and the United States, which is why we were the cover story throughout SE Asia on 30 April which also marked the 50th year since the war we started in Indochina ended.

I want to personally thank the chair of the BOS for attending and representing the county.

I want to personally thank Bob Johns, county VSO for attending and bringing Mariposa veterans and wives to the event.

I want to thank Marilyn Saunders, president of the Economic Development Corporation for attending and all the work she did prior to the ambassador's arrival in Coulterville. Consul Tong Ba Luan administers economic development for Vietnam and oversees a variety of other economic joint programs. I felt Marilyn Saunders' private meeting with the delegation will soon blossom positive results.

I want to thank former Commander of the Mariposa American Legion, Dwain Greggains, for suggesting specific import-export opportunities which will result is us visiting Hanoi in the very near future with the assistance from the delegation present at the Coulterville event.

I want to thank Odd Fellow and Vietnam veteran, Ken Cotner and Erica Wolfsen for co-hosting the delegation.

I want to thank the Veterans of Foreign Wars Post 9454 Coulterville Auxiliary, Nita Gordon, for cohosting the delegation.

I want to thank Mariposa County SCOPE, Jerry Lyman, for providing security.

I want to thank Coulterville FD, Nick Moschetti, for being on site.

I want to thank Do Pedro 4-H Club Rattlers for assisting.

I want to thank It's A NEW DAY Recovery Home for providing the food.

I want to thank LeBallister and Swartzel Ranches for providing Animals as Therapy demonstrations.

I want to thank KRYZ radio Mariposa; KNHA radio Coulterville; the Mariposa Gazette; & Baha'i Interfaith TV out of Modesto for providing coverage.

I want to thank Bobbie Coleman for supplying us with adequate gifts for presentation.

I want to thank Raven Littlewing for the music.

I want to that our History Museum for the tour.

This is just the tip of the iceberg and an indication where NORTH County is headed. I thank you.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-162

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Adopt a Resolution Recognizing Sheila Baker on her Retirement

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Recognizing Sheila Baker on her 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. Sheila Baker 5-6-25

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

Mariposa County Resolution Number 2025-

Recognizing Sheila Baker for her

Outstanding Service to the County of Mariposa

WHEREAS, SHEILA began her Behavioral Health career in July of 2000 as a Mental Health Associate with Fresno County Family Services and continued through February 2005, before becoming licensed as a Marriage and Family Therapist on July 13, 2005 issued by the Board of Behavioral Sciences at Sacramento California; and

WHEREAS, SHEILA has been a dedicated employee of Mariposa County for over 16 years. She held numerous positions within the agency, including: Social Worker IV, Social Worker Supervisor II, Program Administrator, Deputy Director of Behavioral Health and Recovery Services, and Local Mental Health Director; and

WHEREAS, SHEILA over the next decade, came to love working within Adult and Aging programs and quickly became a strong advocate for the vulnerable elderly, disabled and dependent adult population. During these years, she investigated many abuse allegations alongside Mariposa County Sheriff's Office and Mariposa County District Attorney's Office; and

WHEREAS, SHEILA assisted in developing statewide Adult Protective Services (APS) core training modules and protocols for all counties; and

WHEREAS, SHEILA led an APS pilot program, "Home Safe", that was later launched throughout California; and

WHEREAS, SHEILA served as the Chief Executive for Community Behavioral Health Services, responsible for providing overall supervision of the behavioral health and recovery services provided in Mariposa County; and

WHEREAS, SHEILA worked consistently with California Behavioral Health Directors (CBHDA) and with the Department of Health Care Services (DHCS); and

WHEREAS, SHEILA during the COVID-19 Pandemic, was the lead for "End-of-Life" planning and worked with the local hospital's Ethics Committee to develop policy for COVID-19 medical response and ventilator protocols; and

WHEREAS, SHEILA planned for and helped to implement the CalAIM initiative, which included the No-Wrong Door Approach and expanded access to care criteria for behavioral health and substance use disorder services; and

WHEREAS, SHEILA oversaw pass-through grant funds for school-based expansion of mental health services for Mariposa County Schools; and

WHEREAS, SHEILA expanded Behavioral Health Wellness Centers into Yosemite National Park and North County sites; and

WHEREAS, SHEILA implemented many new programs to Mariposa such as: Digital Psychiatric Advanced Directives, Medi-Cal Community-Based Mobile Crisis Intervention Services, Behavioral Health Court, Drug Court, Assisted Outpatient Treatment, and Community Assistance, Recovery and Empowerment (CARE) Court; and

WHEREAS, SHEILA oversaw a special team to support the Sheriff's Office and Red Cross with notifications to Oak Fire victims that experienced total loss. **SHEILA** reliably provided resources to those impacted by many county disasters over the past 16.5 years; and

WHEREAS, SHEILA will be remembered for her calming and caring demeanor, her thoughtfulness of others, her compassionate listening ear, and her fun sense of humor; and

WHEREAS, SHEILA looks forward to spending time with her family in her retirement, exploring the great outdoors with them, and honoring Michael every step of the way.

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 **SHEILA BAKER** upon her retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day of May 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-163

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: **PUBLIC HEARING:** Approve Sheriff's Office Annual Military Equipment Report for 2025

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2025.

Pursuant to Mariposa County Ordinance 2022-ORD-1174 and Assembly Bill 481, the Mariposa County Sheriff's Office shall submit an annual military equipment report for review and approval.

AB481-7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

1. A summary of how military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency’s funding, acquisition, or use of military equipment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved this Ordinance; 2022-ORD-1174 in 2022 while also approving the 2022 Military Equipment Use Report. This is an annual state mandate.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the Sheriff's Office will be required to discontinue its use of all equipment identified in the Military Equipment Use report, creating severe public safety implications.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Military Equipment Usage 24-25**
2. **Mariposa-Military-Use Policy Equipment List**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

Military Equipment Usage

Equpiment Used	Date	Case #	Operation	IC on Incident	Type Of Incident	Reason for Use	How it was Used	Complaints Received	Result of Internal Audit
Phantom 4 Drone	5/2/2022	MF2200402	Marijuana	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
MRAP	5/26/2022	MM2200435	Marijuana	Sgt. Charman	Marijuana SW	Officer Safety/fortifed gate	Transport Personnel	None	Within Policy and law
Drone	5/26/2022	MM2200435	Marijuana	Sgt. Charman	Marijuana SW	Officer Safety/Overflight	Overflight	None	Within Policy and law
Phantom 4 Drone	5/31/2022	MM2200482	Searh Warrant	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
Phantom 4 Drone	6/8/2002	MC2203831	Overflight	Dep. Lewis	Agency Assist	Video Collection	Video Collection	None	Within Policy and law
Phantom 4 Drone	8/3/2022	MG2200775	Missing Person	Sgt. Rumfelt	Missing Person Search	SAR	SAR	None	Within Policy and law
Phantom 4 Drone	9/9/2022	MG2200615	Homicide Inv.	Sgt. Williams	Evidence Search	Crime Scene Photos	Video Collection	None	Within Policy and law
Phantom 4 Drone	9/16/2022	MG2200615	Homicide Inv.	Sgt. Williams	Evidence Search	Crime Scene Photos	Video Collection	None	Within Policy and law
Phantom 4 Drone	9/21/2022	MM2200943	Marijuana	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
Phantom 4 Drone	11/30/2022	MF2201186	OIS	Sgt. Williams	OIS	Video Collection	Video Collection	None	Within Policy and law
MRAP	1/9/2023	N/A	SAR	Lt. Charman	SAR/Mutual Aid	Flooded area resue	Resuce of trapped persons	None	Within Policy and law
DJI M30T	5/17/2023	MC2304291	Agency Assist	Deputy T. Lewis	Assist Roads Department	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	6/15/2023	MG2300534	Aerial Photographs	Deputy T. Lewis	Coroner/Accident Photogr	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	6/29/2023	MC2304290	Person Search	Lt. Charman	Fleeing Suspect Search	Person Search	Overhead Person Search	None	Within Policy and law
DJI M30T	7/24/2023	MG2300686	Missing Person Sear	Sgt. Rumfelt	SAR	Missing Person Search	Overhead Person Search	None	Within Policy and law
DJI M30T	7/27/2023	MG2300686	Missing Person Sear	Sgt. Rumfelt	SAR	Missing Person Search	Overhead Person Search	None	Within Policy and law
40mm Launchers	8/4/2023	MG2300742	Wild Animal	Sgt. Canter	Wild Animal	To Chase Away Bear	2 Rounds Foam Projectal Used to Chase Bear Away		Within Policy and law
DJI M30T	9/9/2023	MF2300906	Aerial Photographs	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	10/6/2023	MG2200615	Aerial Photographs	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	10/18/2023	MG2200615	Aerial Photographs	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	11/16/2023	MG2200615	Evidence Search	Sgt. Sturm	Evidence Search	Evidence Search	Evidence Search	None	Within Policy and law
DJI M30T	11/29/2023	MG2200615	Aerial Photographs	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	12/2/2023	MG2200615	Aerial Photographs	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	12/15/2023	MF2301249	Aerial Photographs	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	1/17/2024	MF2300053	Drone Overflight	Lt. Charman	Suspect Search/Warrant	Suspect Search/Overflight	Suspect Search/Overflight	None	Within Policy and law
DJI M30T	1/19/2024	mc2400385	Drone Overflight	Deputy Lewis	Suspect Search	Suspect Search	Suspect Search/Overflight	None	Within Policy and law
Below items submitted to board for review/approval									
DJI M30T	4/3/2024	MG2400297	Subject Search	Deputy Lewis	Missing Person	Subject Search	Area Search for Missing	None	Within Policy and law
DJI M30T	4/30/2024	MM2400390	Drone Overflight	Deputy Lewis	Search Warrant	Overflight	Overflight	None	Within Policy and law
DJI M30T	5/2/2024	MG2400297	Subject Search	Deputy Lewis	Missing Person	Subject Search	Area Search for Missing	None	Within Policy and law
DJI M30T	5/3/2024	MG2400297	Subject Search	Deputy Lewis	Missing Person	Subject Search	Area Search for Missing	None	Within Policy and law
DJI M30T	5/24/2024	MG2400297	Subject Search	Deputy Lewis	Missing Person	Subject Search	Area Search for Missing	None	Within Policy and law
DJI M30T	5/24/2024	MG2400297	Subject Search	Deputy Lewis	Missing Person	Subject Search	Area Search for Missing	None	Within Policy and law
DJI M30T	5/31/2024	MF2400555	Subject Search	Sgt. Canter	Agency Assist	Suspect Search	Suspect Search/Overflight	None	Within Policy and law
DJI M30T	6/10/2024	MG2400591	Subject Search	Deputy Lewis	Missing Person	Subject Search	Area Search for Missing	None	Within Policy and law
DJI M30T	6/11/2024	MG2400591	Subject Search	Deputy Lewis	Missing Person	Subject Search	Area Search for Missing	None	Within Policy and law
DJI M30T	6/17/2024	MM2400601	Drone Overflight	Sgt. Canter	Search Warrant	Overflight	Overflight	None	Within Policy and law
DJI M30T	6/17/2024	MM2400607	Drone Overflight	Sgt. Canter	Search Warrant	Overflight	Overflight	None	Within Policy and law
DJI M30T	6/17/2024	MM2400609	Drone Overflight	Sgt. Canter	Search Warrant	Overflight	Overflight	None	Within Policy and law
DJI M30T	6/18/2024	MM2400602	Drone Overflight	Sgt. Canter	Search Warrant	Overflight	Overflight	None	Within Policy and law
DJI M30T	7/15/2024	MM2400685	Drone Overflight	Sgt. Canter	Search Warrant	Overflight	Overflight	None	Within Policy and law
40mm Launchers	7/11/2024	MC24004462	Wild Animal	Sgt Collins	Wild Animal	Bear issue	1 Round Foam Projestal Used to Chase Bear Away		Within Policy and law
DJI M30T	7/15/2024	MM2400685	Drone Overflight	Sgt. Canter	Search Warrant	Overflight	Overflight	None	Within Policy and law
DJI M30T	8/23/2024	MG2400297	Search Warrant	Lt. Charman	Missing Person	Aerial View of the scene	Subject/Evidence Search	None	Within Policy and law
DJI M30T	11/21/2024	2411210064	Subject Search	Sgt. Collins	Agency Assist	Suspect Search	Suspect Search/Overflight	None	Within Policy and law

Exhibit A

Mariposa County Sheriff's Office
AB481 – Military Equipment List

1. **Unmanned, remotely piloted, powered aerial or ground vehicles**

    a. Description, quantity, capabilities, and purchase cost of current UAS:

        i. DJI Phantom 4 Pro+ UAS, system cost $2,697.83 each, quantity: 1. weighing approximately 1388 grams and is capable of recording audio and video, with approximately 30 minutes of flight time.

        ii. DJI MAVIC PRO Platinum, system cost: $2,108, quantity: 1. UAS that weighs approximately 743 grams, approximately 30 minutes flight time and a single-color camera with recording capabilities.

        iii. DJI Air UAS, system cost $1,438 Quantity 1. Weighing approximately 430 grams is capable of recording video, with approximately 20 minutes of flight time. This drone is also outfitted with propeller guards and is capable of flight indoors.

        iv. DJI Matrice 600 UAS, system cost $0.00 (Donated Value $9,705.00) quantity: 1, weighing approximately 9.6kg is capable of recording video, with approximately 16 – 40 minutes of flight time depending on battery/ payload configuration.

        v. DJI Matrice 30T UAS, system cost: $21,132.94, weighing approximately 3770 grams, capable of recording video, and is equipped with zoom, FPV, wide angle, and thermal
        cameras with approximately 41 minutes of flight time.

        vi. DJI Neo, UAS, system cost $481.32. Quantity 1. Weighing approximately 135 grams, is capable of recording video, with approximately 18 minutes of flight time. This drone is also outfitted with propeller guards and is capable of flight indoors.

    b. Purpose
    To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
        i. Major collision investigations.
        ii. Search for missing persons.
        iii. Natural disaster management.
        iv. Crime scene photography.

v. Tactical or other public safety and life preservation missions.
vi. In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.

d. Expected Life Span
All UAS equipment estimated, 3-5 years—no indicated lifespan from manufacturer. Lifespan varies on operational wear and usage.

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $0-$500.

f. Training
All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. Legal and Procedural Rules
Use is established under General Policy 606, FAA Regulation 14 CFR Part 107, and the Mariposa County Sheriff's Office UAS policy. It is the policy of the MSO to utilize UAS only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. **Robots**: Unmanned machines operating on the ground utilized to enhance the safety of the community and officers.

a. Description, quantity, capabilities, and purchase cost
i. iRobot, Packbot 510 cost: $77,060, received via 10-33 Program, at no cost. Quantity:1. The iRobot Packbot 510 is a rugged, easy-to-use tactical robot that enhances the capabilities of law enforcement and first responders by allowing them to safely and quickly inspect dangerous situations.

b. Purpose
To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the robots. Use is established by the Tactical Commander and or Incident Commander.

d. Expected Life Span
All robots, 8-10 years.

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $2,000.

f. Training
All robot operators must complete a basic operator class to operate the robot(s). All operators shall demonstrate familiarly and proficiency with safe operations of equipment.

g. Legal and Procedural Rules
It is the policy of the MCSO to utilize a robot only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers

a. Description, quantity, capabilities, and purchase cost
   i. MRAP, MAXXPRO, cost: $658,000, received via 10-33 Program, at no cost, quantity: 1. The MRAP, MAXXPRO, is an armored vehicle that seats 8-10 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan
MRAP, MAXXPRO, lifespan is 25 years.

e. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

f. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

g. Description, quantity, capabilities, and purchase cost
   i. MAMBA, cost: $380,000, received via 10-33 Program, at no cost, quantity: 1. The MAMBA, is an armored vehicle that seats 6-8 personnel with open floor plan that allows

for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

h. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

i. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

j. Lifespan
MAMBA, lifespan is 25 years.

k. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

l. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

4. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

a. Description, quantity, capabilities, and purchase cost:

i. A 26’ 2006 Skyline Weekender Model 241 travel trailer up-fitted as mobile command center. **Initial trailer cost**: N/A, Donated by Health Department with most the up-fitting cost being donated or paid for by non-profit supporting search and rescue team. This trailer is primarily used to support the Search and Rescue Team but can be used to support critical incidents, Pre-planned large events, searching for missing persons, natural disasters and community events.

b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

c. Authorized Use

The Command Trailer shall be used by Deputies/Officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan

The Command Trailers have no indicated lifespan from manufacturer. Lifespan varies on operational wear and usage. Upgrades are needed every 5-7 years to maintain IT systems.

e. Fiscal Impact

Annual maintenance cost is approximately $0 - $1000 per trailer.

f. Training

The driver/operator shall receive training in the movement and operation of the command trailer.

g. Legal and Procedural Rules

It is the policy of the Department to use the Command Trailer only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

i. Legal Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

5. **40 MM and 37 MM Launchers and Rounds:** 40MM and 37MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.
   a. Description, quantity, capabilities, and purchase cost:
      i. Combined Tactical Systems Pen Arms L140-1-1, single-shot break-open frame launcher with rifled barrel, fixed stock and combo rail. Features include a Double double-action trigger, trigger lock push button, and hammer lock safeties. **Cost** $806.25 **Quantity:** 7
      ii. Combined Tactical Systems 40mm Sponge Baton, #4557, **Cost per round:** $19.90 **Quantity:** 167+ A less lethal 40mm plastic and Closed Cell Neoprene projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 240-260 FPS with an effective range of approximately 50 yards
   b. Purpose
      To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
   c. Authorized Use
      Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous, and/or combative individuals.
      ii. Riot/crowd control and civil unrest incidents.
      iii. Circumstances where a tactical advantage can be obtained.

iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

d. Training
Sworn members utilizing 40MM less lethal impact rounds are trained in there use by POST certified less lethal instructors.

e. Lifespan
Combined Tactical Systems Pen Arms L140-1-1, 40mm Launcher– No lifespan indicated by manufacture. Lifespan varies on operational usage and wear
Model 4557 Foam Baton Impact Sponge – 5 Years

f. Fiscal Impact
Annual qualification/ training is approximately $1,200.

g. Legal and Procedural Rules
Use is established under General Policy 303.9. It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes and pursuant to State and Federal law, including those regarding the use of force.

6. Specialized Firearms and Ammunition

a. Description, quantity, capabilities, and purchase cost

i. Sig Sauer MPX Rifle **Caliber**: 9mm **Action:** Semi-Auto **Barrel Length:** 6" **Cost:** $1,422.39 **Quantity**: 3.

ii. FN SPR-A5M Rifle, **Caliber:**.308 Winchester, **Action**: Bolt **Barrel Length:** 20" Cost: $ 2,692.04, **Quantity**: 3.

iii. Winchester 9mm 147GR T Series Reverse Jacketed Hollow Point Ammunition. **Cost:** $ .32 per round **Quantity:** 4000+ Rounds. Threat stopping performance. It's what makes Ranger T-Series the trusted duty load law enforcement agencies across America. The bullet's patented, segment-engineered design enhances expansion, penetration, and weight retention through a variety of intervening barriers.

iv. Hornady TAP .308 168GR A-Max Rifle Ammunition **Cost**: $1.12 per round, **Quantity:** 2800+ Rounds. The 168 gr. A-MAX bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX bullet. Standard barrier performance is exemplary, and this load demonstrates controlled and impressive soft tissue expansion without overpenetration. The Hornady 168 gr. A-MAX TAP Precision® offers industry-leading all-around performance for law enforcement precision marksmen, providing the ability to stop a threat.

b. Purpose
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use
Only members who are POST-certified are authorized to use a rifle.

d. Lifespan
FN SPR-A5M .308 Win Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespan varies on operational usage and wear
SIG MPX 9mm Rifle: Estimated 10 years; no lifespan indicated by manufacture. Lifespan varies on operational usage and wear
Winchester 9mm Ranger 147gr: no expiration
HORNADY .308: no expiration.

e. Fiscal Impact
Annual maintenance is approximately $0 - $50 for each rifle.

f. Training
Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification one time a year.

g. Legal and Procedural Rules
Use is established under Mariposa County Sheriff's Office Policy. It is the policy of the Mariposa County Sheriff's Office to utilize rifles only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-164

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Michael McAfee, District Attorney

RE: **PUBLIC HEARING:** Approve District Attorney's Office Military Equipment Use Report for 2024

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Approve District Attorney's Office Military Equipment Use Report for 2024

Pursuant to Mariposa County Ordinance 2022-1183 and Assembly Bill 481, the Mariposa County District Attorney's Office shall submit an annual military equipment report for review and approval.

AB481-7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

1. A summary of how military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions

regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved Ordinance 2022-1183 in 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the District Attorney's Office will be required to discontinue use of all equipment identified in the Military Equipment Use report, hindering prosecution efforts.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Military Equipment Use**
2. **Military Equipment Policy**
3. **2024 Military Use Public Notice**

VOTE RESULT

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

Military Equipment Use

Equipment	Date	Case Number	Reason	Complaint	Audit Findings
DJI M3E	8/8/2023	043-0024110	Scene Photos	No	Consistent with Policy and Statute
DJI M3E	10/27/2023	043-0024647	Scene Photos	No	Consistent with Policy and Statute
DJI M3E	6/2/2024	MF2400562	Surveillance	No	Consistent with Policy and Statute
DJI M3E	7/6/2024	043-0025003	Scene Overview	No	Consistent with Policy and Statute
DJI M3E	8/1/2024	043-0024201	Scene Overview	No	Consistent with Policy and Statute

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Copyright Lexipol, LLC 2025/04/23, All Rights Reserved.
Published with permission by Mariposa County District Attorney's Office Investigations Unit

706.2 POLICY

It is the policy of the Mariposa County District Attorney's Office Investigations Unit that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief Investigator should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mariposa County District Attorney's Office Investigations Unit (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the office’s funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief Investigator and ensuring that the report is made available on the office website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

1. Unmanned, remotely piloted, powered aerial or ground vehicles

a. Description, quantity, capabilities, and purchase cost of current UAS:

i. DJI Mavic 3, system cost $5,000.68 each, quantity: 1. Weighs approximately 895 grams and is capable of recording video, with approximately 46 minutes of flight time.

b. Purpose

Copyright Lexipol, LLC 2025/04/23, All Rights Reserved.
Published with permission by Mariposa County District Attorney's Office Investigations Unit

To be deployed when its view would assist Investigators with the following situations, which include but are not limited to:

i. Major collision investigations.

ii. Search for missing persons.

iii. Natural disaster management.

iv. Crime scene documentation.

v. Tactical or other public safety and life preservation missions.

vi. In response to specific requests from local, state, or federal fire authorities for fire response and prevention.

c. Authorized Use

Only assigned operators or visual observers who have completed the required training shall be permitted to operate the UAS during approved missions.

d. Expected Life Span

All UAS equipment estimated, 3-5 years. No indicated lifespan from the manufacturer. Lifespan varies depending on operational wear and usage.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately $0-500.

f. Training

All department UAS operators are licensed by the Federal Aviation Administration for UAS operation.

706.5 APPROVAL

The Chief Investigator or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief Investigator or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

Copyright Lexipol, LLC 2025/04/23, All Rights Reserved.
Published with permission by Mariposa County District Attorney's Office Investigations Unit

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. The following is a list of military equipment approved for use in Mariposa County by other law enforcement agencies, as long as the agency has proper authority for use from their originating jurisdiction:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature.
- Firearms and ammunition of_.50 caliber or greater.
- Specialized firearms and ammunition of less than_.50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).

Copyright Lexipol, LLC 2025/04/23, All Rights Reserved.
Published with permission by Mariposa County District Attorney's Office Investigations Unit

- Kinetic energy weapons and munitions.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief Investigator or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief Investigator or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Copyright Lexipol, LLC 2025/04/23, All Rights Reserved.
Published with permission by Mariposa County District Attorney's Office Investigations Unit

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that on Tuesday, May 6th, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Mariposa County Government Center, located at 5100 Bullion Street, Mariposa, California.

During that hearing, the Board will consider a *resolution* to *approve the 2024 District Attorney's Office Annual Military Equipment Use Report as required by Ordinance 1183.*

Interested persons may appear in person at that time and place to provide comments, or may listen and provide public comments by phone by calling: 1929) 352-1921; Access Code 160-557-304#.

Written comments may also be submitted on the matter, and should be directed to the Clerk of the Board of Supervisors at 5100 Bullion Street, PO Box 784, Mariposa, California 95338, or via email to Board-Clerk@mariposacounty.org. The Board of Supervisors will consider all written comments received before the posted hearing date.

A copy of the Annual Report is available for inspection at the Clerk of the Board's office at 5100 Bullion Street, PO Box 784, Mariposa, California 95338.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-165

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Approve Loan Balance Forgiveness for Mountain Meadow Farm's CDBG Microenterprise Loan

---

RECOMMENDATION AND JUSTIFICATION

Approve Loan Balance Forgiveness for Mountain Meadow Farm's CDBG Microenterprise Loan

Brenda Ostrom, the owner of Mountain Meadow Farms, requested forgiveness of her Community Development Block Grant (CDBG) Microenterprise loan from the Board of Supervisors at the April 8, 2025 meeting. The Board directed staff to review her request in accordance with the County's Guidance for CDBG Loan Forgiveness. The guidance was approved at the April 8 meeting and is attached to this item.

Mountain Meadow Farms received a $50,000 loan and entered into a ten-year loan agreement with the County in October 2023. With 2% interest, the total payoff amount was $55,490.40. The current balance after fifteen completed payments is $44,504.53. Ostrom is requesting forgiveness of her loan after experiencing significant financial hardship as a result of business impacts due to a public safety incident – the killing of her businesses' chickens, which produced eggs for retail sale, by a pack of violent dogs. The incident was reported by the Mariposa Gazette on May 26, 2022.

Ostrom has attached a letter with a detailed description of this incident and an explanation for her forgiveness request. Below are the requirements for forgiveness as described in the Guidance document and the corresponding information provided by Ostrom and Mountain Meadow Farms.

(1) A written request to the Board for loan forgiveness must be submitted within one year of the approval of this board action [for loan forgiveness guidance], or thereafter, within one year of the incident.

Ostrom submitted a written request for loan forgiveness within a year of approval of the Guidance for CDBG Loan Forgiveness.

(2) The written request should include insurance claims or reports, official documentation (e.g., FEMA, local government reports), photos or videos of damages, medical records (if the hardship is health-related), and financial statements showing significant revenue loss.

Ostrom provided 46 pages of Mariposa County Sheriff Department reports, detailing the log of

communications related to the dangerous dogs in Lushmeadows. These reports are included in the Board packet. She also provided staff with three photos, showing photo evidence of 17 dead chickens (a portion of the 70 chickens killed) and one of the dogs which was shot in defense by a farm employee.

Ostrom furnished financial information, showing that her business generated $24,970 between May 1, 2021, and October 31, 2021, with sales of CSA subscriptions, produce, and egg sales. In 2024, after receipt of the loan, her business records indicate that she generated $4,878 in sales during the same May-to-October timeframe. This satisfies the County's CDBG Loan Forgiveness Guidance, which defines "significant financial hardship" as a revenue decline of 50% or more for a six-month period before and after the external disaster or emergency. County staff requested Ostrom's tax transcript for 2024, and her tax submission confirms her limited business revenue for the year (as well as her status as a low-and-moderate income business owner as defined by the CDBG Microenterprise program).

(3) A request letter that attests to the borrower being in compliance with the terms of the loan, meeting all requirements of the program (including the national objective and public benefit standards), submitting all payroll documentation as evidence of any job retention requirement, and providing evidence of expenses on eligible costs.

Ostrom provided a letter attesting to these items on April 21, 2025 (attached to this item). Ostrom has made all payments on the loan to date. She satisfied the CDBG national objective and public benefit standard as a low-and-moderate income business owner and was, therefore, not required to retain or create jobs as part of her loan. Tax documentation was reviewed by County staff to ensure this requirement was met. Ostrom provided eligible expense documentation in July 2024, including payroll records and receipts for storm damage repairs at Mountain Meadow Farms.

Staff recommends, after review of documentation in accordance with the Guidance for CDBG Loan Forgiveness, that the Board of Supervisors forgive the balance of Mountain Meadow Farms's Microenterprise Loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

April 8, 2025 - The Board of Supervisors approved the Guidance for CDBG Loan Forgiveness, which states that "loan balance forgiveness may be granted if the business experiences significant financial hardship due to external disasters or emergencies." Additionally, the Board directed staff to evaluate Mountain Meadow Farms's loan forgiveness request in accordance with the approved guidance.

March 18, 2025 - The Board of Supervisors directed staff to draft loan forgiveness criteria for the Microenterprise/Business Assistance Programs and asked that Brenda Ostrom's request for forgiveness be considered in April 2025.

May 21, 2024 - The Board of Supervisors considered a loan forgiveness request for the Lemon Drop. No action was taken.

August 1, 2023 - The Board of Supervisors adopted RES-2023-396 approving a Microenterprise Loan for Mountain Meadow Farms in the amount of $50,000 at a 2% interest rate for a 10-year term with possible loan forgiveness after one year of payments.

June 6, 2023 - The Board of Supervisors discussed the options for Mountain Meadow Farms's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

May 19, 2020 - The Board of Supervisors adopted RES-2020-255 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If Mountain Meadow Farms's loan is not forgiven, the business would be required to continue to make future payments on its loan regardless of financial hardship.

FINANCIAL IMPACT

Forgiveness of this loan after one year of payments would reduce CDBG program income by $44,504.53. Program income from monthly payments is set aside and can be accessed for additional CDBG projects that promote decent housing and expand economic opportunities for low-and moderate-income persons.

ATTACHMENTS

1. **Loan Forgiveness Documents - Brenda Ostrom_Redacted**
2. **Guidance for Loan Forgiveness**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District II Supervisor Shannon Poe
AYES:	District III Supervisor Toso, District II Supervisor Poe
NAYS:	District I Supervisor Smallcombe
ABSTAIN:	None
EXCUSED:	District V Supervisor Miles Menetrey

Mountain Meadow Farms
Brenda Ostrom, Owner and Operator
[redacted]

April 21, 2025

Mariposa County Board of Supervisors
Via Program Administrator

Subject: Attestation of Loan Compliance and Program Requirements for Forgiveness

Dear Members of the Board,

I am writing to formally attest that Mountain Meadow Farms is in full compliance with the terms and conditions of the loan received through the Mariposa County Loan Forgiveness Program.

In accordance with the program requirements, I certify the following:

1. Loan Compliance
   I attest that Mountain Meadow Farms has complied with all the terms and conditions set forth in the loan agreement executed with Mariposa County. All reporting, documentation, and use of funds have been conducted in accordance with the guidelines and expectations communicated to us.

2. Program Requirements and National Objective Compliance
   I further attest that Mountain Meadow Farms has met all the requirements of the Program, including satisfying a national objective as outlined in 24 CFR §570.208. Specifically, we meet the Low- and Moderate-Income (LMI) benefit objective through our status as a business owned by an individual who qualifies as low- or moderate-income, in accordance with the HUD-defined income limits.

3. Public Benefit Standards Compliance
   In addition, I confirm that our business fulfills the public benefit standards pursuant to 24 CFR §570.209(b). The business operations contribute to economic opportunity and benefit within our local community, aligning with the objectives of the Community Development Block Grant (CDBG) Program under which this loan was provided.

Thank you for your time and consideration of this attestation. Should you require any further documentation or clarification, I am happy to provide it upon request.

Sincerely,
Brenda Ostrom
Mountain Meadow Farms

Brenda Ostrom
[redacted]
Mariposa, CA 95338

Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

March 6, 2025

Subject: Request for Mountain Meadow Farms Micro-Enterprise Loan Forgiveness and Payment Reimbursement

Dear Members of the Mariposa County Board of Supervisors,

I am writing to request full forgiveness of my loan as well as reimbursement of the 15 payments of $462.42 made to date. This request is based on the financial harm my business suffered as a direct result of the county's failure to take enforcement action against the Fedorchuk dogs, resulting in losses to my heart-centered, community business and 20+ year-old revenue stream. My business was not able to successfully restart and operate as projected.

I did use the loan funding as intended to assist with remediation of numerous safety hazard trees and other natural disaster impacts from successive floods, wind, and snow damage occurring between spring 2018 and spring 2022. Due to these prior disasters, my farm was in a precarious state that I was rectifying as much as possible using earnings from my federal consulting work. The 2022 dog attacks were the final blow, preventing me from planting crops and forcing me to dedicate my time and resources to dealing with the dangerous dog issue rather than farming.

The Fedorchuk dogs changed my life. Had the dogs not broken into my farm and killed my chickens, my business would not be in its current state. This situation was entirely preventable, had the county provided enforcement to stop the escalating public safety hazard posed by the dogs. Mariposa County officials had ample warning—through numerous documented complaints and reports spanning more than a year —that these dogs were aggressive, uncontained, and a threat to the community. Related sheriff reports I know of include: MC2101771, MC2105910, MC2102539, MC2101154, MC2100192, MC2202480, MC2202456, MC2202503, MC2202617, MC2202616, MC2202921, MC2202947, MC2202436 (see attached redacted copies of some of these reports linked to my complaint). These reports clearly identified the Fedorchuk dogs as the source of these serious ongoing safety concerns.

Despite numerous complaints spanning more than a year, no meaningful action was taken. The dogs were allowed to remain a persistent hazard, leading to avoidable consequences, including the cessation of my farm operations. The county's failure to intervene created an unnecessary crisis that harmed my business.

Without county action, I was faced with figuring out how to force the county to address the dogs so we could eventually go back to farming. Continuing to shoot dogs, as advised by several county authorities, was not only extremely upsetting, but neither practical nor viable. I spent

countless hours contacting authorities, filing reports, documenting incidents, doing research, writing emails, preparing court documents, attending court, pushing for enforcement action, etc. (see attached log of activities April-June 2022). I also incurred over $5,000 in direct costs related to the dogs that I would not have had if the dogs did not break into my farm (game cameras, batteries, gun, ammo, etc.).

I had been in contact with Tara Schiff after the 2018 flood and after the 2021 Mono Wind event. In 2022, I applied for financial assistance through Tara in December – who said there was funding available from one of two sources that no one else was lined up for and would be expiring if it wasn't used. At that time, Tara advised me to apply for this micro-enterprise loan and request forgiveness after one year due to my circumstances.

After a year of negligible farm revenue in 2022, by the time my loan was approved in June 2023 and funded in September/October 2023, there were already issues. My customer base had shifted to other farms and my ability to re-enter the market was limited since I lacked the capital needed to restore operations in the spring in time for the 2023 season. As a result:

- 2024 farm revenue, primarily from wholesale sales, was approximately the same as loan payments - revenue did not cover both costs and loan payments
- 2025 plan is to finish minor repairs, continue heirloom tomatoes, expand wholesale sales in lower maintenance crops, and explore value-added options not available from other local farms – revenue not projected to be significantly higher than 2024, but goal is a steady increase as we find a new market niche

At every step, I acted responsibly and in good faith, reporting the dogs to the authorities, seeking financial assistance through the proper channels, and repairing & planting on my farm. However, the lack of county dog enforcement, delay in loan disbursement, and unanticipated loss of my market position made recovery as planned impossible.

Given the county's failure to enforce regulations, which directly harmed my business, I respectfully request full loan forgiveness and reimbursement of the payments I have made to date. This is a request for financial relief since the county's inaction placed an undue burden on my business. I was unable to implement my business plan due to circumstances beyond my control. The hardship and trauma I have experienced was not the result of business mismanagement but rather a direct consequence of a preventable situation that the county failed to address. Given these circumstances, full loan forgiveness and reimbursement are reasonable. The financial burden caused by the county's inaction with regards to recidivist dogs should not fall on me.

Thank you for your consideration,

Brenda Ostrom

Brenda Ostrom

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Mariposa, CA 95338
Phone (209) 966-3615
Fax (209) 742-5090

MG2100192
Case Number

RUNNING AT LARGE

Reporting Officer	Reporting Officer	Reporting Officer	Reporting Officer	Date / Time Reported	Date / Time / Day (From)	Date / Time / Day (To)
[redacted]	[redacted]			02/22/21 09:12	02/18/21 09:28	02/23/21 08:25

Street Address: [redacted] CLOUDS REST , MARIPOSA — Cross Street: SIERRA DR

6.08.260A CO S COUNTY ORDINANCE
6.08.020 CO S COUNTY ORDINANCE
6.08.090 CO S COUNTY ORDINANCE

VICTIM(s)

NO. 01 Name (Last, First, Middle): COUNTY OF MARIPOSA, — AGE: 0

NO. 02 Name (Last, First, Middle): COUNTY OF MARIPOSA, — AGE: 0

NON SUSPECT(s)

NO.	Name (Last, First, Middle)	
01	[redacted]	ADULT
02	[redacted]	ADULT
03	[redacted]	ADULT
04	[redacted]	ADULT
05	[redacted]	ADULT
06	[redacted]	ADULT
07	[redacted]	ADULT
08	[redacted]	ADULT
09	[redacted]	ADULT
10	[redacted]	ADULT
11	[redacted]	ADULT

SUSPECT(s)

NO. 01

Name (Last, First, Middle): [redacted]

Address: [redacted] CLOUDS REST , MARIPOSA, CA 95338 — Phone: [redacted] — DOB: [redacted] — Race: [redacted] — Sex:

Arrest	Time Rights Given	Citation No	D Number	Hair	Eyes	HT	WT	DL Number
NO	:							

Hair Length	Hair Style	Facial Hair	Speech	Complexion	Appearance	Nickname

Identifier	Identifier	Identifier	Demeanor	Weapon	Juvenile / Adult	Occupation
					ADULT	

OWNER OF DOGS

controlled document, duplication or re-issuance controlled by law.

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	02/23/21	[redacted]

Primary Narrative

ELEMENTS:

Mariposa County Ordinance 6.08.260 Owners Responsibilities
It shall be a violation of this chapter by a dog owner for an owner's dog to:
A. Run at large on any private property or where any livestock or domestic fowl are kept without the permission of the property owner;

Mariposa County Ordinance 6.08.020 License Required
The owner of each dog must purchase a license for it. The license shall remain in effect for one (1) year for dogs four (4) months of age to twelve (12) months of age having received primary rabies immunization. The license issued to dogs twelve (12) months of age or older that have received revaccination shall be valid for up to three (3) years. Dogs that have not received primary vaccination shall require primary vaccination and revaccination in one (1) year regardless of age. A license shall be issued for one (1) year upon proof of primary vaccination and for up to three (3) years upon proof of booster vaccination. (Ord. 675 Sec.1, 1986).

Mariposa County Ordinance 6.08.090 Rabies vaccination
The owner of each dog four (4) months of age or more shall cause it to be vaccinated against rabies, and at intervals of not more than three (3) years or at such other times as may be prescribed by the State Health Department. This vaccination shall be performed by a veterinarian licensed in California using approved materials and techniques. Proof of such vaccination is required before issuance of a license tag. Regardless of the age of the dog when rabies vaccination is initiated, a primary vaccination and a booster vaccination within one (1) year is required. (Ord. 675 Sec.1, 1986).

DETAILS:

On February 22, 2021, Animal Control received an email from [redacted] at [redacted] Clouds Rest, Mariposa, for dogs at large on his property with photo and video attachments. This is the second report from [redacted] of dogs at large his property. The next day, 02/23/2021, I contacted Mr. Evans by phone in regards to his email. [redacted] stated at 0745 hours on 02/22/2021, his wife ([redacted]) and mother in law (unknown alpha) were standing in their kitchen when they heard dogs barking and growling outside. When they looked out the kitchen window they were able to see three black dogs at the base of their deck just below the stairs.

[redacted] then went outside to chase the dogs off by yelling at them. [redacted] stated that the dogs ran off, but then came back a short 4-5 minutes later from the base of his driveway running up behind one of his trailers on his property. At this time, [redacted] grabbed his cell phone and was able to take video and photos of the dogs on his property. A still shot of the video has been attached in "images" to this case. In the video it clearly shows two black Labs near [redacted] trailer barking at him. Also in the video, you can hear [redacted] yelling at the dogs to go home and them running off towards the dog owners' property at [redacted] Clouds Rest, Mariposa. [redacted] stated that the more aggressive of the dogs is the larger dog in "the pack", which he stated he believes there are six total dogs in this pack. [redacted] advised that this is an ongoing occurrence with the dogs coming onto his property and acting aggressive towards him. [redacted] has also tried to reach out to the dog owner ([redacted]) via Nextdoor App through private messaging and has not received any response from her to resolve the issue. I advised [redacted], with the photos and video evidence of dogs at large on his property, Animal Control will move forward with submitting this case to the District Attorney. Refer to copy of email below that was received by Animal Control:

From: [redacted]
Sent: Monday, February 22, 2021 9:12 AM
To: Animal Contro [redacted]
Subject: Fwd: Private message: Pack of your dogs on property today 7:45

--------- Forwarded message ---------
From: [redacted] **via Nextdoor** [redacted]
Date: Mon, Feb 22, 2021 at 8:08 AM
Subject: Private message: Pack of your dogs on property today 7:45
To: [redacted]

More dealing with dogs and neighbor [redacted] This morning after only 2 3 days after you talked to her her dogs are running loose on the property. Pictures and video attached.

0745 dogs ran up on my deck, Scared them off and a few minutes later came back on property. Pictures include foot prints of her dogs at my steps of the deck.. One picture of one dogs in middle of drive way.

Video of three of them challenge me at end of driveway when they saw me at the end of my drive. There are at least 6 to the pack, today three of them are responsible for today. This woman is not taking serious the threat therse dogs are capable of.

Attached is a letter I sent to her trying to resolve this before her pets of someone in my family is maimed or killed.

[redacted]

Pack of your dogs on property today 7:45

Conversation between you and [redacted] Lushmeadows

☐ [redacted] Lushmeadows

I don't understand what you don't understand. Copy going to Animal control with pictures. When My dogs are outside I am with them . Three of them came back on the property later. One of them was aggressive like the other day. I will according to the law deal with this one or anyone of them that attacks me or mine in the future. IF you love your dogs deal with them before this goes any further or continue to ignore me and Animal Control. You live within a community of people and laws not on a county farm.

[redacted]

This morning, after my contact with [redacted], I then contacted dog owner, [redacted] at [redacted] Clouds Rest, Mariposa, by phone, to advise her of her dogs running at large again on 02/22/2021 and had photo proof to send a case to the DA. [redacted] stated that she had already spoke with an Animal Control Officer yesterday morning in regards to her dogs being at large and that she was already warned. I tried to explain to [redacted] that there were two separate incidents yesterday morning of her dogs at large. In this point of the conversation, [redacted] became irate and started yelling at me on the phone, stating "COME TAKE THE DOGS THEN", "DO WHAT YOU HAVE TO DO" and "I'M NOT TALKING TO YOU ANYMORE", before she disconnected the line.

[redacted] dogs were reported at large twice on 02/22/2021, for two separate incidents. The initial call for service regarding "8 Loose Canines" came in at 0809 hours. [redacted] reported to dispatch that eight dogs were loose in the [redacted] Block of Clouds Rest, Mariposa, but were no longer in the area. Five dogs were described as black Labs and the other three were an unknown breed and act aggressively towards her and her dogs. [redacted] also advised dispatch that the eight dogs belong to the people with the "gigantic pond" on Clouds Rest. Animal Control Officer [redacted] followed up with [redacted] by phone regarding the loose dogs in MC2101154. [redacted] advised ACO [redacted] that five black Lab type pups and three other mixed dogs came onto her property at [redacted] Clouds Rest, Mariposa, and charged at her and her own dogs, however she was in her own fenced yard and no physical contact was made. ACO [redacted] advised [redacted] to take photos next time so an at large

case could be submitted to the D.A. ACO [redacted] then contacted the dog owner ([redacted]) who was already aware of this incident due to calling her dogs off from [redacted] property. ACO [redacted] also advised [redacted] of the dogs' aggressive behavior and warned again to keep contained, vaccination and licensing. [redacted] stated she has been working on the fencing and may possibly rehome the pups.

[redacted] had been previously warned by myself and Animal Control Officer [redacted] the week prior of dogs at large, aggressive behavior, vaccination and county licensing in MC2101063. This call for service came in at 0928 hours on 02/18/2021 regarding "Loose Dogs" at [redacted] Clouds Rest, Mariposa. [redacted] was third party reporting from her husband [redacted], that there were loose aggressive dogs on their property. [redacted] advised me to call [redacted] for further detail. That morning when I called [redacted], he stated this is an ongoing issue of the dogs on his property, but his first time reporting. [redacted] stated he had pictures of the loose and aggressive dogs on his property that belonged to the neighbor with the large pond. [redacted] stated that approximately nine black Lab mixed dogs were near the deck of his residence. When [redacted] attempted to chase the dogs off his property, one of the dogs wearing a dark brown collar stayed behind and acted aggressively towards him before he was able to chase it off. [redacted] was able to email photos later that morning of the dogs on his property. [redacted] was advised to continue getting photos of the dogs on his property if any further incidents occur, to submit an at large case to the D.A.

Later afternoon, on 02/18/2021, ACO [redacted] and I made contact with dog owner ([redacted]) at [redacted] Clouds Rest, Mariposa. While speaking with [redacted], we learned she has twelve dogs total: One 3-year-old, black, intact female, Chihuahua/Mix named Lucy; one black, neutered male, Cocker/Pug named Rocky; one 2.5-year-old, black, intact female, Malinois named Stella; and nine 5-month-old black, Malinois/Lab/Mix puppies from Stella. [redacted] was then questioned on her intentions with all her dogs, and she advised she may rehome the puppies, but hasn't yet decided due to attachment. ACO [redacted] recommended she could directly contact the Mariposa County SPCA for help on getting the puppies adopted. [redacted] was advised of vaccination requirements and county licensing, which none her dogs were currently up to date. [redacted] received her first warning for dogs at large and next time (with evidential proof) of her dogs off of her property and with no current vaccination or county licensing, a case would be submitted to the D.A. for Running at Large/ Rabies Vaccination/ License. [redacted] understood the process and was also advised to follow-up with Animal Control after dogs were rabies vaccinated, to apply for county licenses or if she had any questions in regards to rehoming her puppies.

Animal Control has no prior or current records of [redacted] dogs being rabies vaccinated or licensed in Mariposa County.

RECOMMENDATIONS:

Submit to District Attorneys' Office for review for the following violations:

[redacted]

Approved by : [redacted] Date : 02/23/2021 06:02 PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	03/20/21	[redacted]

Supplement 01

On March 20, 2021 at approximately 2AM, before Animal Control hours, Deputy [redacted] responded to [redacted] Triangle Road for a report of aggressive dogs. Deputy [redacted] made contact with the reporting party [redacted] who was staying at the address as a vacation rental. Deputy [redacted] was told by [redacted] the dogs acted aggressive towards [redacted] and his kids and they almost got bit by the dogs. Deputy [redacted] observed five black Labs on the back porch of the vacation rental and Deputy [redacted] had to use OC (oleoresin capsicum) spray on one of the dogs to avoid being bit. See MC2101771 for Deputy [redacted] report.

When I arrived at work for the morning I called [redacted] phone number and left a voicemail message asking him to contact me at ACO. I did not hear back from [redacted]. I responded to the vacation rental property and met with the property maintenance worker, [redacted]. He was already aware of the incident with the dogs. As I was talking with [redacted] we saw three of the black Labs on the property and they came up to us barking and growling at us. One of the dogs had a dark color collar, the other two dogs did not have collars. As I approached the dogs they took off. I tried to follow the dogs, but I lost sight of them.

I recalled a recent case ACO had with similar dogs, in the same neighborhood, that belong to [redacted]. I responded to [redacted] residence at [redacted] Clouds Rest Road. I saw the same three dogs that I saw at the vacation rental, loose on [redacted] property outside of their fenced containment. There was an additional black dog with erect ears loose on the property as well, this dog looked like a black German shepherd. As I was at [redacted] property the dogs found their way back inside their fenced area. I knocked on [redacted] door, no one answered. I could see multiple dogs inside the residence. I asked dispatch to call [redacted], no one answered the phone.

Back at ACO I called [redacted] and left a detailed message about her dogs being loose and acting aggressive off of her property. I also left in the voice mail message a supplement will be added to the case that was submitted to the District Attorney's office for additional charges of running at large and added violations for her dogs not being rabies vaccinated and county licensed. I requested [redacted] to return my call, as of later in the afternoon I did not hear back from [redacted].

As of March 20, 2021 ACO has no record of [redacted] 12 dogs being rabies vaccinated or county licensed.

RECOMMENDATIONS:

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Forward to the District Attorney's office for the following violations:

MPA Co Ord 6.08.260A x's 5
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 03/22/2021 11:45 AM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	03/24/21	[redacted]

Supplement 02

On March 23, 2021, [redacted] called to report two black labs on her property at [redacted] Clouds Rest. After speaking with [redacted], she states that the dogs acted aggressive towards her dogs inside the residence through a sliding glass door. [redacted] states that the dogs belong to her neighbor/owner at [redacted] Clouds Rest and is an ongoing issue with the dogs coming onto her property and harassing her dogs. [redacted] states that she could hear the owner (female subject) calling for the dogs, but the dogs do not listen or retreat when called, due to the owner having no control over the dogs. [redacted] said the dogs act aggressive towards her as well, by barking at her on her own property. [redacted] sent photos the next day, of the loose black labs on her property to the animal control email. The photos are attached to images in this case. I advised [redacted] to continue getting photos and to call and report when dogs come back to her property.

Earlier in the day on March 23, 2021, [redacted] called in to make a barking dog complaint and to report an ongoing issue of black labs being loose on his property at [redacted] Staircase Fall, that belong to his neighbor/owner at [redacted] Clouds Rest. While speaking with [redacted], he stated he was not able to get pictures of the dogs on his property, because when they come on his property they are usually running through, barking and acting aggressive. [redacted] is concerned for the dogs' health and safety, due to how many dogs are at the owners' residence and the dogs constantly barking, howling and occasionally sounding like they are fighting. I informed [redacted] of Mariposa County Barking Dog Ordinance and to try and to get pictures next time the dogs come onto his property.

After speaking with [redacted], I called dog owner, [redacted], at [redacted] Clouds Rest. I warned [redacted] of barking dog complaints from neighbors and that her dogs had been seen running at large again, but no pictures were submitted at that time. I advised [redacted] that if Animal Control receives a two-week bark log and a written letter of complaint informing us of her dogs habitually barking and/or pictures are submitted of her dogs running at large, additional charges will be submitted to this already existing case. I also warned [redacted] that she has still not followed up with vaccinations and licenses for any of her dogs. [redacted] then advised me she is trying to rehome some of the labs she has and was currently renting a cargo van for transporting them. [redacted] only wants to keep three out of the twelve dogs she currently owns. [redacted] also stated she is aware that having so many dogs is getting out of hand and is overwhelming for her.

Today, March 24, 2021, [redacted] contacted dispatch to make another report of [redacted] dogs coming onto her property again at [redacted] Clouds Rest. [redacted] stated that five black labs came to her residence today and were on her porch, acting aggressive to her

dogs through the sliding glass door again. [redacted] stated when the dogs are "packed" together they tend to act more aggressive and will swarm around anyone who is outside. [redacted] said she could see the dog owner outside and could hear her calling the dogs, but again the dogs were not responding to the owner. [redacted] said eventually the dogs retreated to the owner, but the owner continued to let the dogs run loose. [redacted] sent additional pictures from today's encounter with the dogs to the Animal Control email and asking for help with this ongoing issue. Photos are uploaded to images in this case.

I later followed up with [redacted] again and asked if she would like a dog trap set up at her residence in attempt to trap the dogs when they come on her property to help alleviate her issue. [redacted] stated she does want a trap set and we arranged to set up a dog trap later this afternoon.

Additionally today, March 24, 2021, an email from [redacted] was sent to Animal Control with pictures attached and time stamped of two black labs in his driveway at [redacted] Clouds Rest, that belong to [redacted] stated in his email that the photo was his second encounter with the dogs on his property today. Photos attached to this case.

I then contacted dog owner [redacted], and advised her of the incidents above. [redacted] is aware of the dogs being off her property today and states they are now all contained. [redacted] expressed how she feels her neighbors are harassing her by taking photos, videos and laughing at her while she attempts to contain her dogs. [redacted] states it is not neighborly for her neighbors not to help her when she is clearly struggling and overwhelmed when her dogs get loose. [redacted] also stated that she was not prepared for having so many dogs, that she has no control over the dogs and that it's her neighbors' male dogs' fault for coming onto her property and "violating" her female dog, which resulted in the nine puppies she still currently has. [redacted] advised me she is still attempting in rehoming the puppies that are now approx. six/seven months old. I warned [redacted] again of dogs running at large, vaccination and licensing and that additional charges of both violations will be submitted to the District Attorney. I reminded [redacted] that it is her responsibility as the dogs' owner to keep the dogs contained to her property and recommended to put the dogs on leashes before letting them outside, due to her not having control. I also provided [redacted] again with the Rabies Clinic information for April 3, 2021 and recommended to follow up with the S.P.C.A. in attempt to rehome/adopt out some of her dogs.

RECOMMENDATIONS:

Forward to the District Attorney for the following additional violations:

MPA Co Ord 6.08.260A x's 9 (2 counts 3/23/2021, 7 counts 03/24/2021)
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 03/24/2021 03:41 PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	04/24/21	A. [redacted]

Supplement 03

DETAILS:

Animal Control received a call for service after Animal Control hours on April 23, 2021 at 1842 hours regarding loose dogs. The call for service states the reporting party, [redacted] reported five or six labs loose on her property at [redacted] Clouds rest and her boyfriend had to shoot the dogs with a BB gun as the dogs were charging them. Animal Control received an additional report from a different reporting party [redacted] at [redacted] Clouds rest that the dogs were on her porch acting aggressive as well.

It should be noted Deputy [redacted] responded to the call for service in MC2102539. Please see his icase for further details.

The next day I attempted to contact [redacted] regarding the above incident and left a voicemail. I then made phone contact with [redacted]. They advised me they saw three to four black dogs on their property. [redacted] went outside to yell at the dogs to leave the property when the dogs acted aggressive towards her. She advised once specific black dog charged towards her growling with its hackles up. She yelled at the dogs to leave and the other dogs retreated. The Owner was heard calling the dogs and finally the other dog left her property. [redacted] advised he took a picture of the dogs loose on his property and emailed it to Animal Control.

Below is a cut and paste of [redacted] email:

"Hello again,
Dogs came back several times between 6 and 730pm.
The home camera caught the dogs coming up to our front door where my wife was standing outside and it's the same 3 out of the pack with the one in the lead got very aggressive towards my wife.
Something now needs to be done before one of us or 1 of our grandkids are visiting gets bit or attacked by the pack please and thank you."

I advised him additional charges would be added on to this case for the dogs running at large. I then asked if he would be interested in borrowing a dog trap in which he replied yes. I then responded to his residence and set the dog trap. While there he also expressed his concern for the dogs acting aggressive. I did advise him if dogs are charging, attacking he is allowed to take up to lethal force to protect himself and his family.

I then responded to [redacted] residence at [redacted] Clouds rest. I was met by [redacted] who is [redacted] boyfriend. He advised five to six dogs came onto his above property last night and charged him. He explained he shot multiple dogs with his BB gun. He advised one dog came

onto his porch with its hackles up, barking and growling so he shot his BB gun at the dog to prevent the dog from coming towards him further and him being attacked (unable to issue first strike towards potentially dangerous dog due to all the dogs looking alike). He also mentioned his own dog got out of the house and chased the dogs off his property. His own dog came back with an injury to its inner mouth. It is unclear if the injury was caused by the loose dogs or not. [redacted] is aware he can take up to lethal force to protect himself from the dogs. I advised him when able to get pictures of the loose dogs on his property. I explained to him Animal Control already has a case for the dogs being at large.

All reporting parties were advised to keep contacting/reporting to Animal Control when the dogs are loose and to obtain photos. Animal Control will continue to patrol the area.

Animal Control knows the owner of the dogs to be [redacted] who has a total of twelve dogs that appear to mostly be black lab/shepherd mixes. It should be noted I did attempt to contact [redacted] by phone but was met with negative results and was not able to leave a message. I responded to [redacted] residence at [redacted] Clouds rest. It appeared nobody was home so I left a door hanger requesting contact back. As of 1645 hours I have not heard back from [redacted]

It should be noted Animal Control still has no current rabies vaccinations or licensing for [redacted] twelve dogs.

RECOMMENDATIONS:

Attach to main case and forward to the District Attorney's Office for three counts of 6.08.260, twelve counts of 6.08.090 and twelve counts of 6.08.020.

Approved by : [redacted] Date : 04/26/2021 10:23 AM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	04/26/21	[redacted]

Supplement 04

DETAILS:

On 04/24/2021, after Animal Control hours, [redacted] called wanting to do follow-up regarding her dog vs. dog report and to update animal control on the welfare of her dog that had been injured. The next day, 04/25/2021, I called [redacted], who then directed me to speak with [redacted], her boyfriend who also lives at the residence and was the witness to his dog chasing [redacted] dogs off his property. [redacted] advised me that his dog that sustained injuries was currently at a vet in Turlock due to sustaining a rupture in its stomach and that his dog may now die due to the incident that took place. I advised [redacted] that due to no evidence of [redacted]'s dogs attacking his dog, there is no current responsibility on her end to compensate for vet bills, and he would have to file a claim with civil court. [redacted] then stated he isn't seeking compensation for vet bills and that he just wants something done about [redacted]'s dogs constantly coming onto his property and acting aggressive towards him, [redacted] and their dogs. [redacted] was very upset in regards to the injuries his dog sustained and requested a trap be set at their property. I reminded [redacted] I had set up a trap on their property on 03/24/2021 and the next day he requested that I take the trap back due to not wanting to trap a skunk. [redacted] said the real reason due to them not wanting the trap was so [redacted] could not see them trapping one of her dogs, but argued that it is now out of hand with her dogs running loose all the time and wants to attempt to trap the dogs. Later on in the afternoon, I went out to [redacted] property at [redacted] Clouds Rest and set dog trap #2 in the path where [redacted] dogs run onto their property to access their deck. I advised [redacted] to leave the trap set and to call Animal Control when they trap a dog. [redacted] understood.

RECOMMENDATIONS:

Attach to main and forward to the District Attorney's office for review.

Approved by : [redacted] Date : 04/26/2021 10:26 AM

[redacted] Case Number 0125037

Name: [redacted]

0125037

Docket Number: 0125037

Due Date: 06/21/2021 **Total Due:** ~~$ 300.00~~ 100.00

Driver's License
C2541767

Citation Number
CHP MG 2100192

Violation Date
02/22/2021

POC	Sections	Violations	Description	Bail Amount
	COORD	6.08.260(a)	DOG AT LARGE	100.00
*	COORD	6.08.020	DOG TAGS	100.00
*	COORD	6.08.090	RABIES	100.00
	PC	1214.1	COLLECTIONS	300

Case Number 0125037 [redacted]

MARIPOSA COUNTY DISTRICT ATTORNEY
Walter W. Wall, SBN 189569
Michael R. McAfee, DDA, SBN 304827
POST OFFICE BOX 730
MARIPOSA, CA 95338
TELEPHONE (209) 966-3626

ATTORNEY FOR THE PEOPLE

FILED
MARIPOSA SUPERIOR COURT
MAY 03 2020
COURT CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIPOSA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

[redacted] (06-25-1966),

Defendant.

CASE NO. 0125037

SUPERIOR COURT

COMPLAINT

I, WALTER W. WALL, state on information and belief the following:

COUNT 1

On or about On or about February 22, 2021, in the County of Mariposa, State of California, the crime of **Dog Running at Large on Private Property** in violation of **Mariposa County Code Section MCC 6.08.260(a)**, an **Infraction**, was committed in that defendant did permit multiple dogs, specifically, two (2) black labs, to run at large on any private property.

COUNT 2

On or about February 22, 2021, in the County of Mariposa, State of California, the crime of **Dog License** in violation of **Mariposa County Code section MCC 6.08.020**, an **Infraction,**

in that the defendant did unlawfully permit any dog not to be licensed to wit: two black labs.

COUNT 3

On or about On or about February 22, 2021, in the County of Mariposa, State of California, the crime of **Failure to Vaccinate for Rabies** in violation of **Mariposa County Code Section MCC 6.08.090**, an **Infraction**, was committed in that defendant did unlawfully fail to vaccinate or provide proof of vaccination as to any of her multiple dogs, to wit: Multiple Dogs, more than 8 dogs on Defendant's property.

I declare based on information and belief that the foregoing is true and correct.

Executed on April 28, 2021, at Mariposa, California.

WALTER W. WALL
Mariposa County District Attorney

MICHAEL R. MCAFEE
Deputy District Attorney

DISCOVERY REQUEST

Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that defendant and her attorney provide to the People the discovery required by Penal Code Section 1054.3. This is a continuing request pursuant to the provisions of Penal Code Section 1054.7.

NOTICE TO ATTORNEY

The materials accompanying this notice may include information about witnesses which is disclosed to you pursuant to Penal Code Section 1054.2, which reads as follows:

> "No attorney may disclose or permit to be disclosed to a defendant, members of the defendant's family, or anyone else, the address or telephone number of a victim or witness whose name is disclosed to the attorney pursuant to subdivision (a) Section 1054.1 unless specifically permitted to do so by the Court after a hearing and showing of good cause."

Willful violation of this subdivision by an attorney is a misdemeanor. For purposes of this section, all names included in the attached reports are deemed to be witnesses pursuant to subdivision (a) of Section 1054.1.

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	05/18/21	A.SYPNIESKI

Supplement 05

DETAILS:

On 05/16/2021 at approx. 21:29 hours, after Animal Control hours, [redacted] called the Sheriff's Office to report that her neighbors' dogs were loose on her ([redacted]) property at [redacted] Clouds Rest. Animal Control is aware that this has been on ongoing concern for the [redacted] and surrounding neighbors, of [redacted] dogs running at large in the area and acting aggressive towards the reporting parties. The next morning, 05/17/2021, I spoke with [redacted] on the phone to obtain detailed information regarding this most recent incident. [redacted] stated that there were four black labs total, which had accessed her deck and has video footage of them running around her home. [redacted] is concerned for her safety and well-being for herself, her husband ([redacted]) and the neighborhood due to the dogs' aggressive behavior during every encounter they have had on their ([redacted]) property.

Later in the afternoon, 05/17/2021, after speaking with [redacted], I received an email from [redacted], on the Animal Control email, regarding the same incident above. Below is a copy, paste of the contents in his email:

Neighbors dogs again loose on property. This time at night. Enough is enough. The trap didn't work and the woman doesn't care about the rules or the threat we and my dogs are faced with.
I had just brought my dogs in from the nightly walk and was going to bed when we heard them on the deck.

PLEASE do something

[redacted]

I responded to [redacted] email and advised him that I would be able to go out to his residence later in the afternoon and reassess the current dog trap location. When responding to [redacted] residence, I was able to see a trail the dogs have created when accessing the [redacted]' property that leads to their deck. The trap was relocated under the deck near the stairs where the dogs access. [redacted] stated that the dogs run around his home and access both sets of stairs that lead to the deck. I advised [redacted] to send photos of the surveillance video he has of the dogs from the night before, so we may submit another supplement to this already active case. [redacted] also stated that he believes that the dog owner has been letting her dogs run free at night, when she thinks everyone in the neighborhood is sleeping and that it shows irresponsibility in ownership of her dogs, that eventually it can become a liability if and/or when one or more of her dogs finally bite someone.

The next morning, 05/18/2021, I received the photos from [redacted] on the Animal Control email, of [redacted] dogs running at large on his property from 05/16/2021. Photos attached to "Images" in this case.

I attempted to contact the dogs' owner, [redacted], and was met with negative results. Her phone number on record went straight to a voicemail greeting and I was unable to leave a voicemail due to the mailbox being full.

RECOMMENDATION:

Forward to the District Attorney for the following additional violations:

MPA Co Ord 6.08.260A x's 4
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 05/19/2021 08:27 AM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	06/27/21	[redacted]

Supplement 06

DETAILS:

On 06-26-2021 at 18:56 hours, [redacted] called and left me a voicemail on my department voicemail box, to report that [redacted] labs from [redacted] Clouds Rest were once again on her ([redacted]) property at [redacted] Clouds Rest. The next day I contacted [redacted] on the phone and she reported that five dogs ran up her driveway, proceeded up her deck, then were barking and growling at her and her husband ([redacted]) through their sliding glass door. Animal Control also received and email from [redacted] with pictures of dogs on their ([redacted]) property. Pictures have been attached to "images" in this case. Below is a copy-paste of [redacted] email:

Good morning [redacted] as usual pictures attached of neighbors dogson property and walking right up to the sliding glass door growling and barking at my dogs even with [redacted] and I sitting in the room.

I was able to picture them on property, wish I could have gotten one of them at the door.

The owner was on her property with the dogs this time, didn't do anything until we yelled at her and the dogs. The dogs ran off then came back on at the end of the driveway.

D.A. office didn't seem too interested when we called

Thanks for your help
[redacted]

I attempted phone contact with [redacted] multiple times to advise her of this new and most recent incident and was unable to reach her. I was unable to leave a voicemail due to her voicemail box being full.

In conclusion, the dog owner, [redacted] is aware of her dogs roaming off her property and has been warned multiple time by Animal Control of their aggressive behavior, running at large, vaccination and licensing, but has not corrected the issue thus far. [redacted] are concerned for theirs, their animals and the neighborhoods' safety. Animal Control has set dog traps in the past on the [redacted] property with no success in trapping Ms. Fedorchuk's dogs.

RECOMMENDATION:

Forward to the District Attorney for the following additional violations:

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

MPA Co Ord 6.08.260A x's 5
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 06/28/2021 05:18 PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	06/30/21	[redacted]

Supplement 07

DETAILS:

On Tuesday, June 29, 2021 at 1742 hours, [redacted] at [redacted] Sierra Pines Drive, called Animal Control to report that five black lab dogs were loose on his property that evening. [redacted] stated that the dogs came running towards him and his son on his own property and acted aggressive by barking and snarling. [redacted] and his son were able to chase the dogs off the property by yelling at them in an aggressive manner. When the dogs left [redacted] property, he said they possibly headed towards the Old Orchard area. [redacted] sent a photo of the dogs on his property at his fence line to submit with this case, along with a photo of his decorative pond that the dogs trampled through, causing damage. Photos attached to "images" in this case.

I advised [redacted] that Animal Control is aware of the dogs running at large in the area and we have an existing case to supplement every time the dogs are reported loose with pictures. I also advised [redacted] to continue to call and report to Animal Control when the dogs are loose on his property and to get photos so supplements can continue to be added to this case and submitted to the District Attorney's Office for review. [redacted] expressed concern for public safety due to the dogs' aggressive behavior and he is worried if the dogs ever encounter a child that cannot defend itself or chase the dogs off.

I attempted to contact dog owner [redacted] at [redacted] Clouds Rest by telephone and was unable to reach her and advise her of the incident above. [redacted] contact phone numbers on file, go straight to voicemail with voicemail boxes full.

Note: I advised [redacted] that Animal Control does not handle property damage claims caused by animals and he may follow-up with a civil claim through the court if he felt the need of reimbursement for the damages done to his pond.

RECOMMENDATION:

Forward to the District Attorney for the following additional violations:

MPA Co Ord 6.08.260A x's 5
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by [redacted] Date : 06/30/2021 05:55 PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	07/20/21	[redacted]

Supplement 08

ELEMENTS:

Mariposa County Ordinance 6.08.260 Owners Responsibilities
It shall be a violation of this chapter by a dog owner for an owner's dog to:
A. Run at large on any private property or where any livestock or domestic fowl are kept without the permission of the property owner;

Mariposa County Ordinance 6.08.020 License Required
The owner of each dog must purchase a license for it. The license shall remain in effect for one (1) year for dogs four (4) months of age to twelve (12) months of age having received primary rabies immunization. The license issued to dogs twelve (12) months of age or older that have received revaccination shall be valid for up to three (3) years. Dogs that have not received primary vaccination shall require primary vaccination and revaccination in one (1) year regardless of age. A license shall be issued for one (1) year upon proof of primary vaccination and for up to three (3) years upon proof of booster vaccination. (Ord. 675 Sec.1, 1986).

Mariposa County Ordinance 6.08.090 Rabies vaccination
The owner of each dog four (4) months of age or more shall cause it to be vaccinated against rabies, and at intervals of not more than three (3) years or at such other times as may be prescribed by the State Health Department. This vaccination shall be performed by a veterinarian licensed in California using approved materials and techniques. Proof of such vaccination is required before issuance of a license tag. Regardless of the age of the dog when rabies vaccination is initiated, a primary vaccination and a booster vaccination within one (1) year is required. (Ord. 675 Sec.1, 1986).

DETAILS:

On July 20, 2021 [redacted] contacted Animal Control to report two dogs in distress in Lushmeadows. Animal Control Officer [redacted] and I responded to the end of the cul-d-sac on Staircase Falls Road and met with [redacted]. [redacted] took us to the location where the dogs were located and we observed two black Labrador's stuck to a tree by a metal wire dog run line. Both of the dogs were attached to the dog run and the dog run was wrapped around a fallen tree's limbs. One of the dog's legs was wrapped with the dog run up against the tree as to when the dog tried to move the dog would cry out in pain. The area where the dogs were located was on a vacant piece of property in a remote area of Lushmeadows near Staircase Falls Road.

As we were trying to get to a closer location with the ACO vehicle we came across the dog owner's friend [redacted] who was out looking for the dogs. We showed [redacted] where

the dogs were located. [redacted] was able to free the dogs. After the dogs were free they were in quite a bit of distress due to being directly in the sun and without access to water. I told [redacted] to take the dog's home and provide them with water. [redacted] said the two dogs do not have names and they are both one year old females. I also asked [redacted] how many dogs they have and if the dogs ever got their rabies vaccinations as ACO has told them to do, he replied they have eight dogs and they are not vaccinated.

As we were walking back to Staircase Falls Road I told [redacted] ACO will be adding a supplement to the exiting case for the two dogs at large and for eight counts of no rabies vaccinations and no dog licenses. I told [redacted] people in the neighborhood have been calling ACO to report their dogs being loose and acting aggressive. I offered [redacted] the option to owner release the dogs to ACO to help him and [redacted] with the violations they are facing with the dogs. He said he will talk to [redacted]. I told [redacted] if the dogs are owner released to ACO it would be for immediate euthanasia due to the dog's aggressive behavior.

ACO [redacted] and I then left [redacted] and came across [redacted] at the beginning of Staircase Falls Road. We told her the dogs were entangled with their dog run around a tree and that they are now free and with [redacted] further up Staircase Falls Road. [redacted] got angry with us and said we were supposed to take the dogs a long time ago. We told her we have offered her to owner release her dogs to ACO, but she has declined. We offered her to owner release her dogs to ACO today, but she again declined. [redacted] said the dogs are not hers, I told her I will pick them up as stray dogs. She then stated she will keep the dogs and that she is the responsible person for the dogs. I told [redacted] ACO will be submitting another supplement to the case already sent to the District Attorney's office for two counts of running at large and eight counts of no rabies vaccination and no dog licenses violations.

We came across [redacted] again and verified with him that [redacted] is the person who is responsible for the dogs in which he replied she was.

RECOMMENDATIONS:

Forward to the District Attorney's office for additional charges of:

2 counts MPA Co Ord 6.08.260A
8 counts MPA Co Ord 6.08.020
8 counts MPA Co Ord 6.08.090

Approved by : [redacted] Date : 07/21/2021 07:14 AM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	07/21/21	[redacted]

Supplement 09

DETAILS:

On July 17, 2021, [redacted] called to report that at 1045 hours he witnessed a small black dog in the middle of the roadway, blocking traffic in front of [redacted] Clouds Rest, Mariposa. Per [redacted], the dog also resides at that address and has had ongoing issues with the dogs from that residence running loose and acting aggressive towards him and his neighbors. (no past reports from [redacted] regarding those incidents) [redacted] sent an email with a photo attached of the dog running at large. Photo uploaded to "images" in this case and below is a copy/paste of the email dated July 17, 2021:

Date: 7/17/21 11:39 AM (GMT-08:00)
To: aco@mariposa.org
Subject: loose uncontrolled dog

hello,
at approx. 10:45 am sat july 17 2021 i was driving my truck southbound on cloudsrest dr. and a small black dog was in the road blocking traffic in front of [redacted] cloudsrest.. this has happened on numerous occasions previously but there have been multiple large black dogs in the road in those instances ...almost daily multiple dogs howl , bark and make fighting noises nonstop for hours at that address...please see attached photo 7 17 21 ...
thank you ,
[redacted]
[redacted] staircase fall
mariposa , calif. 95338..

[redacted] also reported the ongoing barking and howling that comes from the residence. [redacted] was advised to follow up with a two-week bark log and a written letter of complaint regarding the barking, so a case can be submitted for barking as well as the ongoing running at large.

In addition, [redacted] advised me that he has also informed Cal Fire of the overgrown vegetation around the dog owner's property, the County Planning Department for the illegal camping that is currently happening on the property and the Lushmeadows' Association for nuisance neighbors.

RECOMMENDATION:

Forward to the District Attorney's Office for additional violations:

MPA Co Ord 6.08.260A x's 1
MPA Co Ord 6.08.020 x's 12
MPA Co Ord 6.08.090 x's 12

Approved by : [redacted] Date : 07/22/2021 07:52 AM

MARIPOSA COUNTY SHERIFF'S OFFICE
P.O. Box 276
Mariposa, CA 95338

CA0220000
Phone (209) 966-3615
Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	07/29/21	[redacted]

Supplement 10

DETAILS:

On July 29, 2021, [redacted] sent an email to Animal Control to report [redacted] dog coming onto her property ([redacted] property) on July 23, 2021 at 1210 hours. [redacted] stated the dog was in the front of her residence between the front door and her vehicle. In the email was an attached photo of the dog that has been added to "images" in this case. Below is a copy/paste of [redacted] email:

Good Morning Amanda,

Here a picture of the dog on the property:
Date :
Friday July 23
At - 12:10pm
Location was between the front door and vehicle.

Thank you
[redacted]

This continues to be an ongoing issue of [redacted] dogs running loose in the Lushmeadows community. [redacted] has still failed to correct containment of her 8 dogs, failure to vaccinate and license any of her dogs in Mariposa County and failure to spay and neuter any of the dogs as far as Animal Control is aware. There is a cause of concern, that now [redacted] puppies are older and may start going into heat/breeding cycles, where [redacted] may not have control of separation for her dogs, to avoid inbreeding. Which could continue to add to the population of her dogs running at large and acting aggressive when in packs.

RECOMMENDATION:

Forward to the District Attorney for review of additional violations:

MPA Co Ord 6.08.260A x's 1
MPA Co Ord 6.08.020 x's 8
MPA Co Ord 6.08.090 x's 8

Approved by : [redacted] Date : 08/02/2021 07:09 AM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	09/08/21	[redacted]

Supplement 11

After Animal Control hours on September 7, 2021 Deputy [redacted] responded to a report of [redacted] dogs being loose. Deputy [redacted] met with two people who saw the dogs loose. See Deputy [redacted] report in MC2105910 for details.

Afterwards in "Call for Service" number 68 [redacted] contacted sheriff's dispatch and said he "twisted his ankle and wrenched his back by running (from the dogs) into his house".

RECOMMENDATIONS:

Attach this supplement along with I-case number MC2105910 to main case and forward to the District Attorney's office for review of additional charges.

Approved by [redacted] Date : 09/08/2021 09:05 AM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	09/08/21	[redacted]

Supplement 12

On September 8, 2021 [redacted] emailed ACO a statement of the September 7, 2021 incident. Below is a cut and paste of [redacted] statement.

"on sept 7th 2021 at approx. 7pm 4 dogs chased me from my driveway into my house , i was able to close my front door before they could make entry but i sprained my ankle and injured my lower back in the rush to flee into my house and close the door..i immediately called 911 a deputy responded and took a statement from me and my neighbor don florence... the dogs had left the immediate area and the deputy said he would contact the dogs owner .. when i went out on my deck in my backyard i saw one of the large black dogs in my yard and it was growling and menacing me , see attached photo... i have been living in fear of these dogs for 2 years or more and i am afraid to be outside of my home on my property day or night.. i was treated at jcf emergency room for my injuries on sept 7th at approx. 1030 pm..
thanks,
[redacted]
[redacted] staircase fall,
mariposa ,ca
209 [redacted]..."

[redacted] also attached in the email five photographs of the dogs loose. The photographs are attached in images to this case. Photographs are labeled "DOGS LOOSE ON 9/7/21".

RECOMMENDATIONS:

Attach to main case and forward to the District Attorney's office for review.

Approved by : [redacted] Date : 09/08/2021 05:03 PM

[redacted], Case Number 0125601

Name: [redacted]

0125601

Docket Number: 0125601

Due Date: 11/29/2021 **Total Due:** ~~$ 100.00~~ 400.00

Driver's License
C2541767

Citation Number
MCSD MG 2100924

Violation Date
03/23/2021

POC	Sections	Violations	Description	Bail Amount
	COORD	6.16.010	LOUD DOG	100.00
	PC	1214.1	COLLECTIONS	300.00

Case Number 0125601 [redacted]

FILED
MARIPOSA SUPERIOR COURT
OCT 01 2021
COURT CLERK

MARIPOSA COUNTY DISTRICT ATTORNEY
Walter W. Wall, SBN 189569
Michael R. McAfee, DDA, SBN 304827
POST OFFICE BOX 730
MARIPOSA, CA 95338
TELEPHONE (209) 966-3626

ATTORNEY FOR THE PEOPLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIPOSA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

[redacted]

Defendant.

CASE NO. 125601

SUPERIOR COURT

COMPLAINT

I, WALTER W. WALL, state on information and belief the following:

COUNT 1

On or about March 23, 2021, in the County of Mariposa, State of California, the crime of **Dog Barking** in violation of **MCC 6.16.010**, an **Infraction,** in that defendant did unlawfully and knowingly keep or harbor a dog which habitually barks, howls or yelps to the great discomfort of the peace or quiet of the neighborhood or in such manner as to disturb or annoy persons in the neighborhood.

I declare based on information and belief that the foregoing is true and correct.

Executed on September 29, 2021, at Mariposa, California.

WALTER W. WALL
Mariposa County District Attorney

MICHAEL R. MCAFEE
Deputy District Attorney

DISCOVERY REQUEST

Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that defendant and her attorney provide to the People the discovery required by Penal Code Section 1054.3. This is a continuing request pursuant to the provisions of Penal Code Section 1054.7.

NOTICE TO ATTORNEY

The materials accompanying this notice may include information about witnesses which is disclosed to you pursuant to Penal Code Section 1054.2, which reads as follows:

> "No attorney may disclose or permit to be disclosed to a defendant, members of the defendant's family, or anyone else, the address or telephone number of a victim or witness whose name is disclosed to the attorney pursuant to subdivision (a) Section 1054.1 unless specifically permitted to do so by the Court after a hearing and showing of good cause."

Willful violation of this subdivision by an attorney is a misdemeanor. For purposes of this section, all names included in the attached reports are deemed to be witnesses pursuant to subdivision (a) of Section 1054.1.

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202456

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/11/22 1631	DOGS VS CHICKENS	[redacted] MEADOW LN	

I CALLED THE RP, SHE SAID LAST FRIDAY FOUR BLACK LABS KILLED A DOZEN OF RP'S CHICKENS AT HER PROPERTY LISTED ABOVE. RP DID NOT WITNESS THE ATTACK, BUT PROVIDED ME WITH THE PERSON WHO SAW THE ATTACK AND KNOWS WHERE THE DOGS LIVE. I TOLD RP, DUE TO THE INCIDENT OCCURED SEVERAL DAYS AGO AND IT IS THE END OF ACO SHIFT, ACO WILL CONTACT HER WITNESS TOMORROW AND CONDUCT AN INVESTIGATION. RP SAID THAT WOULD BE OK.

Reporting Officer	Approval	Disposition	Activity	Area
[redacted]	[redacted]	COMPLETED	ACO	LUS

The Information (below) Relates to Call For Service Number: **0411220066**

Reporting Party Name (Last, First): [redacted]
Reporting Party Phone: [redacted] Ext
Reporting Party Address: [redacted]
City: MARIPOSA
Suspect Information (Last, First): ,
DOB: //
DL No:
Veh Lic No:
State:
Veh Yr:
Make:
Model:
Misc Information: ONGOING ISSUE W/LOOSE DOGS. PRINTED TO ACF

Dispatcher	How Received	Case Number	Priority	Unit	Unit	Unit	Unit
[redacted]	PHONE		3				

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: REPORTED DOGS VS CHICKENS.

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence:
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	MALE					

NO. 02

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: WITNESSED ATTACK.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 2:30:05PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202480

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/12/22 1536	LOOSE DOG FOLLOW UP	[redacted] MEADOW, LN	

FLWNG UP ON MC2202456, I 21 THE WITNESS [redacted] RE: THE DOGS VS CHICKENS. HE STATED THERE WERE 4 BLACK LABS ATTACKING CHICKENS AT AREA ABOVE. HE STATED HE RAN THEM OFF, BUT DID NOT FOLLOW THEM HOME. HE CONTACTED RESIDENTS IN THE AREA TO SEE WHO MAY KNOW OF THE DOG OWNER, AND CAME TO THE CONCLUSION THAT THE DOGS LIVED AT [redacted] CLOUDS REST. WITNESS STATED HE LEFT A NOTE @ POSSIBLE OWNER'S RES, AND RCVD A TEXT FROM THEM. HE ALSO STATED HE HEARD DOGS BARKING FROM INSIDE THE RES, AND SAW A DOG CONT OUTSIDE, BUT IT WASNT A BLACK LAB. I THEN 21 ORIGINAL RP AND ASKED IF SHE WANTED A DOG TRAP, SHE WAS RELUCTANT AT FIRST BC SHE WANTED ACO TO DO SMTHNG ELSE ABOUT IT, BUT THEN AGRD TO SET UP A DOG TRAP. I ATPD 21 W/ POSS OWNER BUT COULDNT LVM BECAUSE MAILBOX WAS FULL

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: LUS

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]			[redacted]		

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: REPORTED LOOSE DOGS

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence:
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	[redacted]					

NO. 02

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: WITNESSED ATTACK

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence: [redacted] CLOUDS REST MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]					

NO. 03

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: POSSIBLE DOG OWNER- NO CONTACT

Controlled Document, Duplication or Re-issuance Controlled by Law.

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202503

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/13/22 1206	DOG TRAP	[redacted]	

RP REQUESTED A DOG TRAP TO CATCH LOOSE DOGS FROM DOGS VS CHICKENS IN MC2202456 & MC2202480. ACO [redacted] AND I RESPONDED TO RP'S ADDRESS ABOVE AND LOANED OUT DOG TRAP. TRAP LIST UPDATED

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: MAR

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]			[redacted]		

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color

Officer: [redacted]

Misc

REQUESTED DOG TRAP

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:04:25PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202503

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/13/22 1206	DOG TRAP	[redacted] DEXTER VIEW, DR	

RP REQUESTED A DOG TRAP TO CATCH LOOSE DOGS FROM DOGS VS CHICKENS IN MC2202456 & MC2202480. ACO [redacted] AND I RESPONDED TO RP'S ADDRESS ABOVE AND LOANED OUT DOG TRAP. TRAP LIST UPDATED

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: MAR

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY

Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]			[redacted]		

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color

Officer: [redacted]

Misc

REQUESTED DOG TRAP

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:04:25PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202616

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/18/22 0937	DOGS VS CHICKENS	[redacted]	

I TALKED TO THE RP ON THE PHONE, SHE IS REQUESTING ANOTHER INVESTIGATION ON THE DOGS THAT KILLED HER CHICKENS IN MC2202480. I TOLD RP I WILL FORWARD THE INFO TO THE ACO THAT IS HANDLING THE CASE AND HAVE HER CONTACT THE WITNESS. TRACNET NOTE TO ACO [redacted] IT SHOULD BE NOTED NO NEW INCIDENTS OF DOGS VS CHIX.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area:

The Information (below) Relates to Call For Service Number:
0418220007

Reporting Party Name (Last, First): [redacted]
Reporting Party Phone: ([redacted] Ext
Reporting Party Address: [redacted]
City: MARIPOSA

Suspect Information (Last, First)	DOB	DL No	Veh Lic No	State	Veh Yr	Make	Model
,	//						

Misc Information: ADDRESS IS RPS COMMERCIAL FARM

Dispatcher	How Received	Case Number	Priority	Unit	Unit	Unit	Unit
[redacted]	PHONE		3				

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc

DOG VS CHICKENS.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:11:50PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202617

Date / Time of Call	Nature of Call	Location Address	Cross Street
04/18/22 1401	1ST DOC PDD	[redacted] CLOUDS REST,	

ON TODAYS DATE I RESPONDED TO DOG OWNERS RES LISTED ABOVE AND MET W/ OWNER TO FOLLOW UP ON OWNERS DOGS KILLING CHICKENS IN MC2202480. OWNER WAS AWARE OF HER 4 DOGS BEING LOOSE THE DAY OF THE INCIDENT DUE TO HER GETTING TEXT FROM [redacted] WHO WITNESSED THE ATTACK. OWNER SAID SHE WAS NOT AWARE THAT HER DOGS KILLED 12 CHICKENS. OWNER SAID THE 4 DOGS INVOLOVED WAS THE 4 ONE YEAR OLD GIRLS BLACK LABS- MONTE, QUIET STORM, MAMA AND LADY. I EXPLAINED PDD AND ISSUED A 1ST DOCUMENTED INCIDENT TOWARDS PDD. I WARNED OWNER OF HER DOGS PROPENSITIES AND TO MAKE SURE HER DOGS STAY CONTAINED TO AVOID FURTHER ACTION BY ACO. I AGAIN OFFERED HELP TO OWNER TO CONTACT SPCA FOR AT LEAST HER 4 MALE DOGS THAT SHE CLAIMS ARE NOT AGGRESSIVE. I CALLED RP AND ADVISED DOGS WERE EISSUED 1ST DOC PDD.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: LUS

ALPHA / VEHICLE

NO. 01

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] CLOUDS REST MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]					

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color

Officer: [redacted]

Misc: DOG OWNER.

NO. 02

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	BLOND		[redacted]

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color

Officer: [redacted]

Misc: REPORTED DOGS VS CHICKENS.

NO. 03

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence:
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	[redacted]					

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color

Officer: [redacted]

Misc: SAW DOGS VS CHIX. NO CONTACT.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:17:57PM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202921

Date / Time of Call	Nature of Call	Location Address	Cross Street
05/02/22 0907	DOG VS CHICKENS FOLLOWUP	[redacted]	

I 21 RP, SAID DOG OWNERS DOGS THAT KILLED HER CHICKENS IN RECENT PAST (MC2202617) CAME BACK TO RP'S PROPERTY AT [redacted] & KILLED ABOUT 40 MORE CHICKENS ON FRIDAY 4/29/22. RP SAID HER FARM HAND WITNESSED ATTACK & KILLED/SHOT 2 OF THE DOGS DURING ATTACK & TOOK DEAD DOGS TO LANDFILL. RP SAID THIS INCIDENT THERE WAS 6 DOGS TOTAL. HER RANCH HAND WENT TO DOG OWNERS RES & OWNER WOULD NOT COME OUT OF RES, BUT YELLED THROUGH THE DOOR. RP'S FARM HAND WAS TOLD BY OWNER SHE IS MISSING 6 DOGS & FARM HAND HEARD ONE DOG INSIDE RES. FARM HAND HAS VIDEOS OF THE DOGS ON THE RP'S PROPERTY ACTING AGG & WHILE HE WAS AT OWNERS RES. IN MC2202617 ACO ISSUED A 1ST DOC INCIDENT TOWARDS PDD ON 4 0F THE OWNERS DOGS. I TOLD RP ACO WILL MOVE FORWARD W/ PDD & ADD A SUP TO MG2100192 FOR AT LARGE.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: LUS

The Information (below) Relates to Call For Service Number: **0502220012**

Reporting Party Name (Last, First): [redacted]
Reporting Party Phone: [redacted] Ext
Reporting Party Address: [redacted]
City: MARIPOSA

Suspect Information (Last, First)	DOB	DL No	Veh Lic No	State	Veh Yr	Make	Model
,	//						

Misc Information: PRINTED TO ACF

Dispatcher	How Received	Case Number	Priority	Unit	Unit	Unit	Unit
CCHENOT	PHONE		3				

ALPHA / VEHICLE

Name (Last, First, Middle & DOB): [redacted]
Involvement: REPORTING PARTY
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

NO. 01

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: REPORTED DOGS VS CHICKENS.

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] CLOUDS REST MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]	[redacted]					

NO. 02

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: DOG OWNER.

Name (Last, First, Middle & DOB): [redacted]
Involvement: WITNESS
Residence:
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
	MALE					

NO. 03

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: RPS FARM HAND.

Controlled Document, Duplication or Re-issuance Controlled by Law.

Date / Time Printed
6/6/2022 3:28:00PM

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2100192	05/03/22	[redacted]

Supplement 13

On 05/02/2022, [redacted] reported [redacted]s dogs loose on her farm located at [redacted] Meadow Ln. The incident occurred on 04/29/2022. One of [redacted]s helpers on the farm, [redacted], saw 6 dogs on the property attacking [redacted]s chickens. [redacted] shot and killed 2 of the dogs, and possibly injured at least one other dog. He stated that the dogs had killed 34 chickens. [redacted] emailed Animal Control a video of the dogs on the property before killing the chickens, and a screenshot of the dogs on the property has been attached to this case under images. [redacted] also emailed photos of the aftermath, showing 18 chickens deceased, and 2 of [redacted]s dogs deceased. These photos are attached to this case under images as well.

On 05/02/2022, ACO [redacted] and I went to [redacted]s residence at [redacted] Clouds rest and spoke with her regarding her dogs and the incident that had occurred. She stated the two dogs that were shot are a male named Jumper, and a female named Stella. She refused to give names of the other dogs she owns, stating they did not have names. She told us that she has 14 dogs total, 13 adults and 1 puppy. ACO [redacted] told her that this incident would be added to the case, and she understood. She stated she has been looking to rehome the dogs, because she cannot handle all of them. We offered to take the dogs for immediate euthanization, but she refused.

RECOMMENDATION:

Attach to main case and forward to District Attorney's Office for review

Approved by : [redacted] Date : 05/04/2022 07:19 AM

MARIPOSA COUNTY SHERIFF DEPT.

P.O. BOX 276
Phone (209) 966-3615
Fax (209) 742-5090

MC2202947

Date / Time of Call	Nature of Call	Location Address	Cross Street
05/04/22 1027	LOOSE DOGS	CLOUDS REST,	[redacted]

FOLLOWING UP ON DOGS VS CHICKENS INCIDENTS. I CONTACTED CC AND SPOKE WITH [redacted] RE: DECLARING DOGS AS PDD. SHE STATED SHE COULD NOT MOVE FORWARD W/ PDD DUE TO THE INABILITY TO IDENTIFY WHICH DOGS WERE INVOLVED IN EACH INCIDENT. I CONTACTED CHIX OWNER AND ADV HER OF THIS, BUT TOLD HER THAT WE DO HAVE A CASE FOR RUNNING AT LARGE. SHE STATED HER & HER NEIGHBORS ARE FILING RESTRAINING ORDERS AGAINST DOG OWNER & HER DOGS.

Reporting Officer: [redacted]
Approval: [redacted]
Disposition: COMPLETED
Activity: ACO
Area: LUS

ALPHA / VEHICLE

NO. 01

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]						

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: CHICKEN OWNER IN DOGS VS CHICKENS

NO. 02

Name (Last, First, Middle & DOB): [redacted]
Involvement: OWNER
Residence: [redacted] CLOUDS REST MARIPOSA
Phone Number: [redacted]

Race	Sex	HT	WT	Hair	D Number	DL Number
[redacted]						

License No	License State	V.I.N. Number	Identifier	Identifier

Vehicle Year	Make	Model	Style	Primary Color	Secondary Color	Officer
						[redacted]

Misc: DOG OWNER

Controlled Document, Duplication or Re-issuance Controlled by Law.

MARIPOSA COUNTY SHERIFF'S OFFICE CA0220000
P.O. Box 276 Phone (209) 966-3615
Mariposa, CA 95338 Fax (209) 742-5090

Case Number	Date	Deputy
MG2200436	05/12/22	[redacted]

Primary Narrative

ELEMENTS:

Food and Agriculture Code 31602 (c)
Any dog which, when unprovoked, on two separate occasions within the prior 36-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog.

DETAILS:

On 04/11/2022, animal Control received a call for service from [redacted] regarding a dog vs chickens incident. She wanted to report that 4 black dogs were spotted on her property at [redacted], and that they had killed 12 of her chickens. She stated there was a witness to the incident, [redacted] whom is her "ranch hand".

On 04/18/2022, Animal control responded to [redacted] residence at [redacted] Clouds Rest Rd to give her a warning regarding potentially dangerous dogs, and she named the 4 dogs in the first incident as "Quiet Storm", "Monte", "Mama", and "Lady", all female black labs.

On 05/02/2022, Animal Control received another call for service regarding a dog vs chickens incident at the same residence. [redacted] stated [redacted] once again was a witness to 6 black dogs attacking and killing approximately 40 of her chickens. [redacted] shot and killed 2 of the dogs, and possibly wounded others. When I spoke with [redacted] and [redacted], they stated they could identify the dogs in both incidents. I asked [redacted] to write out a statement describing both incidents, and identifying the dogs that were involved in each incident.

Below is a "paste" of the email [redacted] sent to Animal control

"Last Friday I paid for sheriff service to [redacted].
Please see attached for more detailed information about the dogs.
[redacted]

At approximately 7:00 pm on 4/7/2022 I was contacted by [redacted] (the neighbor who lives across [redacted] from the farm) that there were black dogs killing chickens on the farm.
I left Triangle Market Café immediately and headed to the farm. I pulled my truck into the farm and honked my horn down the driveway. I grabbed an axe and a shovel to protect myself and chase the dogs away that were killing chickens. Later [redacted] said I was brave for going after the dogs like that. There were four black dogs: one adult with ears up wearing a carry harness that looked like a black Belgian Malinois and three smaller younger dogs with ears down that looked like black labs/black lab mixes.
I found where the dogs broke into the farm by digging under both the fence and hot wires. (I plugged the hole with rocks and logs.) It took me two days going door to door asking neighbors who owned the dogs. One of the neighbors (Sierra Cider owner) showed me a post on the Next Door app from the same day of the incident: post by [redacted] "A pack of 4 large black dogs just ran through my property. They were running fast and looking like they were on the hunt for something. Did not look friendly!" Later [redacted] said the lead dog had ears up followed by three with ears down.
After locating the house where the dogs lived, I left a note on a truck at the house with my name and number and the dog owner texted me back once about her dogs: "Thank you for contacting me directly. If you have a solution that doesn't involve killing me or my dogs I am open to any and all options and assistance. I certainly do not appreciate the situation I am in either and would love for someone to help me find homes for these Beautiful dogs or help me donate them for the service work they were meant to do. I'm now out rummaging food for them so they don't eat me. Maybe I will get lucky and they will eat each other – reservoir dog style – lol – that's a joke they are good dogs, actually very good dogs over all its just too much, too many and I need help. Thank you again." I texted back asking what help was needed, what service work the dogs were in, and what kind of training did the dogs have. I also asked if she needed food. I did not receive a response. Later I found out that Animal Control previously had offered to help her with the dogs, but she refused.
[redacted] the farm owner called the Mariposa Sheriff and Animal Control who went to the house and spoke with the dog owner. Animal Control wrote up the incident.
At approximately 1:30 pm on 4/29/2022 I was called by [redacted] (the neighbor who lives across the field from the farm). She said there was a pack of black dogs that ran through her property and that she had already called Animal Control. I left Triangle Market Café immediately and headed to the farm. When I arrived I could see no chickens moving on the farm – only dead ones lying on the ground. Suspecting what had happened, I immediately drove over to [redacted] Clouds Rest to talk to the dog owner. I blew my truck horn up the driveway and was near the door. There was clearly only one big dog barking at me compared to the first time I went to the house when there were many dogs barking at me from inside the garage and house. While one dog was barking at me, the owner yelled at me through the door talking about not wanting the dogs, trying to feed them and killing them. (I have an audio recording that clearly has only one barking dog and her yelling.)
The dog owner did not come out of the house. I went back to the farm to collect the dead chickens. As I was collecting the dead chickens, I heard barking dogs. I left the dead chickens and went to grab the 22 and then walked towards the back of the property - where I saw the dogs. (It was then I realized that there was only one dog barking at me at her house because the other dogs were still on the farm). There were six total, one adult with ears up wearing a carry harnesses (female with a gray harness and faded collar) that looked like a black Belgian Malinois and five dogs with ears down that looked like black labs/lab mixes. One of these five dogs was male with a blue carry harness, another was wearing a collar, and three were not wearing collars.
I was taking videos on and off to record the dogs. At one point the dogs noticed me and came at me, that is when I shot at the dogs.
Between the one large dog at her house and the six dogs at the farm, there are at least seven large dogs and at least six are black (one with ears up and five with ears down). The two with harnesses are no longer alive. Another one and possibly two of the black labs/lab mixes were wounded – probably in the chest and front leg area because they were charging me – so at least one and possibly two of these dogs could be identified if they are at the house as well as verifying that the two adult black dogs wearing carry harnesses are missing (one looks like a Belgian Malinois and the other a black lab/black lab mix).
Two of the dogs with ears down are younger dogs with no collars. The next morning on 4/30/2022 they were at the gate entry of the farm and were blocking my entry into the farm so I had to use dog spray on them to get them to back off.
I have seen the dogs close on three occasions. I can pick out the remaining dogs from other dogs at her house (she also has at least one other dog that was not at the farm on 4/29/2022 and according to neighbors another litter

of puppies). A welfare check and examination of the dogs (if the dogs are still alive) would confirm that one and possibly two of the dogs with ears down (black lab/lab mixes) were wounded.
[redacted]

RECOMMENDATIONS:

Forward to County Counsel for review

Approved by : [redacted] Date : 05/16/2022 11:02 AM

2022 April - June: Log of activities related to dangerous dogs			
Week	**Date**	**Time (minutes)**	**Task**
4/5-4/11	4/8		Dead chickens to landfill
	4/8-4/10		Neighborhood investigation to locate where the dogs lived
	4/11		Give report to Mariposa Cty Sheriff's office
4/12-4/19			
	4/12/2022	9	Phone call to Mariposa County Sheriff's office/Animal Control
	4/12/2022	13	Phone call to farm manager
	4/13/2022	1	Phone call to farm manager
	4/13/2022	15	Phone call to Mariposa County Sheriff's office/Animal Control
	4/13/2022	1	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18/2022	7	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18/2022	1	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18/2022	13	Phone call to Mariposa County Sheriff's office/Animal Control
	4/18	12	Phone call to farm manager
	4/18	8	Phone call to farm manager
	4/18	3	Phone call to farm manager
4/28-5/5			
	4/29		Purchase supplies
	4/30		Dead chickens and dead dogs to landfill
	5/2	4	Phone call to Mariposa County Sheriff's office/Animal Control
	5/2	1	Phone call to Mariposa County Sheriff's office/Animal Control
	5/2	38	Phone call to Mariposa County Sheriff's office/Animal Control
	5/2	3	Phone call to try to find attorney
	5/2	2	Phone call to try to find attorney
	5/2	16	Phone call to Mariposa County BoS
	5/2	11	Phone call to Mariposa County BoS
	5/4		File restraining order against dog owner
	5/4		Phone call from Mariposa Cty. Sheriff
	5/4		Purchase gas for truck for farm security checks
	5/5		Pre-purchase gun for farm defense

	5/5		Visit to Mariposa County Courthouse
	5/5	6	Phone call to farm manager
	5/5	4	Phone call to Mariposa County Sheriff's office/Animal Control
	5/5	2	Phone call to Mariposa County BoS
	5/5	3	Phone call to Mariposa County Superior Court
	5/5	10	Phone call to Mariposa County Superior Court
	5/5	1	Phone call to Corroborating Witness
5/6-5/13			
	5/6	5	Phone call to Mariposa County Sheriff's Dept.
	5/6	1	Phone call to farm manager
	5/6	18	Phone call to Mariposa County BoS
	5/6	12	Phone call to corroborating witness
	5/6	10	Phone call to corroborating witness
	5/6		Visit to Mariposa County DA's Office
	5/9		Therapy app
	5/9	7	Phone call to Mariposa County Sherrif's Dept.
	5/9	8	Phone call to farm manager
	5/9		Email to (redacted) re: farm helper statement
5/14-5/21			
	5/18		Purchase gas for truck for farm security checks
	5/20		Email to Mariposa Cty. DA, County Council, BoS Supervisors
	5/20		Email to Superior Court, Mariposa County Animal Control, Mariposa Cty. DA, County Council, BoS Supervisors
	5/20		Email to Mariposa Cty DA
	5/21		Email to BoS Supervisor
	5/21		Fax items
5/22-5/29			
	5/23	23	Phone call to Mariposa County Sherrif
	5/24	10	Phone call to corroborating witness
	5/24	60	Therapy app
	5/24		Copy items for court
	5/24	1	Phone call to corroborating witness
	5/25	37	Phone call to corroborating witness
	5/25	18	Phone call to corroborating witness
	5/25		Time in court (continued to 6/8)

	5/25	2	Phone call to Mariposa County Superior Court
	5/26		Purchase gun for farm defense (2)
	5/26		Purchase natural meds for stress
	5/27		Purchase game cameras and batteries for farm security
5/30-6/6			
	6/1	60	Therapy app
	6/2		Purchase gas for truck for farm security checks
	6/2		Pay Mariposa County Sheriff's Dept for service to dog owner
	6/2	17	Phone call to Mariposa County Sherrif
	6/2		Email to Mariposa Cty. DA, County Council, Animal Control, and BoS Supervisors
	6/2	1	Phone call to Mariposa County Superior Court
	6/2	5	Phone call to Mariposa County Superior Court
	6/3		Purchase natural meds for stress
6/7-6/14			
	6/7		Visit to Mariposa Couty Sheriff's Dept.
	6/7	4	Phone call to farm manager
	6/7	13	Phone call to corroborating witness
	6/8	6	Phone call to farm manager
	6/8	7	Phone call to farm manager
	6/8		Copy items for court
	6/8		Time in court to get restraining order
	6/9	4	Phone call to corroborating witness
	6/9	60	Acupuncture for stress relief
	6/10		Visit to Courthouse for copies
6/15-6/22			
	6/16		Purchase gas for truck for farm security checks
	6/20	60	Meeting trying to hire attorney
	6/21		Repair farm fence
6/23-6/30			
	6/23	60	Acupuncture for stress
	6/27		Copy/scan items for court
	6/30	2	Phone call to Mariposa County Animal Control

Guidance for Loan Forgiveness
Mariposa County CDBG Microenterprise/Business Assistance Loan Programs

In the Microenterprise/Business Assistance loan documents signed by Mariposa County and loan recipients, loan forgiveness is mentioned as a possibility: "The lender will review loan for possible forgiveness after one full year of payments." This document establishes a framework for these loan forgiveness requests. The language is based on U.S. Housing & Urban Development's (HUD) guidance on debt collection/forgiveness and direction from the Board of Supervisors at the March 18, 2025 Board meeting.

HUD guidance for CDBG loan forgiveness explicitly states that "waiving repayment or loan write-off should be done infrequently and only implemented when a) A national objective was met in 24 CFR 570.208; and b) The public benefit standards at 24 CFR 570.209(b) are met." The County has already collected compliance documentation for its Microenterprise and Business Assistance Loan recipients related to these requirements.

The Board of Supervisors indicated during their March 18, 2025, that they wanted to establish guidance for loan forgiveness in exceptional circumstances. Below is the loan forgiveness guidance:

Loan Forgiveness Guidance

Loan balance forgiveness may be granted if the business experiences significant financial hardship due to external disasters or emergencies in the following categories:

- **Natural Disasters:** Wildfire, flood, or other environmental catastrophes causing operational disruptions
- **Public Safety Incidents:** Business impact due to civil disturbances, vandalism, or violent incidents affecting the owner or key employees
- **Unforeseen Medical Emergencies:** Sudden hospitalization or injury of the business owner or a key employee that significantly affects business operations.

A written request to the Board for loan forgiveness must be submitted within one year of the approval of this board action, or thereafter, within one year of the incident. The written request should include insurance claims or reports, official documentation (e.g., FEMA, local government reports), photos or videos of damages, medical records (if the hardship is health-related), and financial statements showing significant revenue loss. Significant revenue loss is demonstrated by a revenue decline of 50% or more for a six-month period before and after the external disaster or emergency. Mariposa County can request additional financial documentation, including IRS tax receipts, to evaluate a loan forgiveness request.

For a loan forgiveness request to be granted, the borrower must submit a request for forgiveness that documents and attests to the following:

- The borrower is in compliance with the terms of the loan
- The borrower has met all the requirements of the Program
- The borrower has submitted payroll documentation as evidence of any Job Retention required under the terms of the loan agreement.
- The borrower provides the County evidence of payment of eligible costs
- The borrower agrees to return any funds not expended on eligible costs. The borrower will be required to sign a loan forgiveness affidavit that the terms and conditions of the loan have been met and provide additional evidence in the form of receipts, payroll reports, and/or rent statements that the loan funds were used as specified in the loan agreement.

All borrowers must demonstrate that: a) A national objective was met in 24 CFR 570.208; and b) The public benefit standards at 24 CFR 570.209(b) are met.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-166

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Appoint Stacey Lynch as the Local Mental Health Director; and Authorize the Board of Supervisors Chair to Sign the Letter of Appointment to be Submitted to the California Department of Health Care Services Pursuant to Welfare and Institutions Code Section 5607, Effective May 10th, 2025

RECOMMENDATION AND JUSTIFICATION

Appoint Stacey Lynch as the Local Mental Health Director; and Authorize the Board of Supervisors Chair to Sign the Letter of Appointment to be Submitted to the California Department of Health Care Services Pursuant to Welfare and Institutions Code Section 5607, Effective May 10th, 2025

This appointment is contingent on state approval.

Sheila Baker is the current Deputy Director of Behavioral Health and Recovery Services (BHRS) at Mariposa County Health and Human Services Agency; She will be retiring as of May 9th, 2025. Stacey Lynch is the Current Division Director of Health Services and has submitted a letter of intent. Ms. Lynch is qualified to serve in this position as required in California Code of Regulations Title 9, Section 620(f). Ms. Lynch's resume is attached to the Board item.

The Local Mental Health Director is a job requirement in the Mariposa County Health Services Division—California Code of Regulations, Title 9, Section 620 details the State requirements for this position.

The selection process of Local Mental Health Director is required by WIC 5604.2(a)(6) to have the Behavioral Health Board “review and make recommendations on applicant/s for the appointment of a local director of mental health services.” The Behavioral Health Board considered a letter of intent dated March 5th, 2025, at the April 2nd, 2025, meeting and approved Stacey Lynch for the position.

BACKGROUND AND HISTORY OF BOARD ACTIONS

April 2nd, 2025, the Behavioral Health Board approved a recommendation of appointment for Stacey Lynch.

Resolution 2023-211: The Board ratified the letter of appointment for Sheila Baker.

Resolution 2023-125: The Board of Supervisors appointed Sheila Baker as the Local Mental Health

Director.

Resolution 2021-335: The Board of Supervisors appointed Baljit Hundal as the Local Mental Health Director.

The Board advises the California Department of Health Care Services of the appointment of a Local Mental Health Director, and submits this for approval, pursuant to WIC 5607 “The local mental health services shall be administered by a local director of mental health services to be appointed by the governing body.”.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and as of May 10th, 2025, Mariposa County would be out of compliance with state law.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **WIC_5607**
2. **California Code of Regulations**
3. **Lynch Resume 2025 - Public**
4. **Lynch LCSW**
5. **BHB Letter**
6. **Letter to state 2025 - Added after publication**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

State of California

WELFARE AND INSTITUTIONS CODE

Section 5607

5607. The local mental health services shall be administered by a local director of mental health services to be appointed by the governing body. He or she shall meet such standards of training and experience as the State Department of Health Care Services, by regulation, shall require. Applicants for these positions need not be residents of the city, county, or state, and may be employed on a full or part-time basis. If a county is unable to secure the services of a person who meets the standards of the State Department of Health Care Services, the county may select an alternate administrator.

(Amended by Stats. 2012, Ch. 34, Sec. 119. (SB 1009) Effective June 27, 2012.)

§ 620. Director of Local Mental Health Services. 9 CA ADC § 620

Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 9. Rehabilitative and Developmental Services
Division 1. Department of Mental Health
Chapter 3. Community Mental Health Services Under the Short-Doyle Act
Article 8. Professional and Technical Personnel Standards

9 CCR § 620

§ 620. Director of Local Mental Health Services.

Currentness

Where the Local Mental Health Director is other than the local health officer or medical administrator of the county hospital, he or she shall be one of the following:

(a) A physician and surgeon licensed in the State of California showing evidence of having completed the required course of graduate psychiatric education as defined in Section 623 to be supplemented by an additional period of two years of training or practice limited to the field of psychiatry, one year of which shall have been administrative experience.

(b) A psychologist who shall be licensed in the State of California and shall possess a doctorate degree in psychology from an institution of higher education. In addition, the psychologist shall have had at least three years of acceptable clinical psychology experience, two years of which shall be administrative experience.

(c) A clinical social worker who shall possess a master's degree in social work or higher and shall be a licensed clinical social worker under provisions of the California Business and Professions Code, and shall have had at least five years mental health experience, two years of which shall have been administrative experience.

(d) A marriage, family, and child counselor who shall have a master's degree in an approved behavioral science course of study, and who shall be a licensed marriage, family, and child counselor and have received specific instruction, or its equivalent, as required for licensure on January 1, 1981. In addition, the marriage, family, and child counselor shall have had at least five years of mental health experience, two years of which shall have been administrative experience. The term, specific instruction, contained in Sections 5751 and 5751.3 of the Welfare and Institutions Code, shall not be limited to school, college, or university classroom instruction, but may include equivalent demonstrated experience in assessment, diagnosis, prognosis, and counseling, and psychotherapeutic treatment of premarital, marriage, family, and child relationship dysfunctions.

(e) A nurse who shall possess a master's degree in psychiatric or public health nursing and shall be licensed as a registered nurse by the Board of Registered Nursing in the State of California, and shall have had at least five years mental health experience, two of which shall have been administrative experience. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis for the educational requirements.

(f) An administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university, and who shall have at least three years of experience in hospital or health care administration, two of which shall have been in the mental health field. Additional qualifying experience may be substituted for the required education on a year-for-year basis with the approval of the Department.

Credits

NOTE: Authority cited: Sections 5607, 5750, 5751, 5751.1, 10725 and 14700, Welfare and Institutions Code. Reference: Sections 5607, 5751 and 5751.1, Welfare and Institutions Code.

HISTORY

1. Amendment filed 1-12-73; effective thirtieth day thereafter (Register 73, No. 2).

2. Amendment filed 1-28-76; effective thirtieth day thereafter (Register 76, No. 5).

3. Amendment filed 11-28-88; operative 12-28-88 (Register 89, No. 11).

4. Change without regulatory effect amending subsection (f) and NOTE filed 8-26-2015 pursuant to section 100, title 1, California Code of Regulations (Register 2015, No. 35).

This database is current through 3/28/25 Register 2025, No. 13.

Cal. Admin. Code tit. 9, § 620, 9 CA ADC § 620

END OF DOCUMENT

Ms. Stacey Lynch, MSW, LCSW

P.O BOX 99 MARIPOSA, CA 95338
SLynch@mariposacounty.org

Summary

Leadership driven by a commitment to improve community health outcomes through trauma-informed care and innovative health services. With a Master of Social Work from Arizona State University, my focus is on managing the integration of Behavioral and Public Health services. My clinical experience within diverse settings such as Social Services and Behavioral Health & Recovery Services programs has afforded me unique insight into community needs and possible gaps in services. The experience I have gained within Child Welfare Services, Adult Protective Services and the Whole Person Care pilot program has been invaluable in shaping my social work career. Social work is my passion and seamlessly blends aspects of both mental and physical health using a Systems Theory approach. My experience providing outpatient mental health services within Specialty Mental Health Services (SMHS), Rural Health Clinic (RHC) and Private Practice settings has been the most rewarding work of my life.

Key Competencies

- Licensed Clinical Social Worker
- Senior Management Professional
- Outpatient Psychotherapeutic Treatment
- Trauma Informed Care
- Culturally Grounded Social Work
- Diverse Skill Sets & Experience

Professional Experience

Division Director, Health Services 10/2024 to present
Mariposa County Health & Human Services Agency
5362 Lemee Lane Mariposa, CA 95338

- Member of the Mariposa County HHSA senior management team.
- Assists the Agency Director in managing and directing the Health Division.
- Manages day-to-day operations of the division including direction of Deputy Directors leading the Behavioral Health and Public Health Branches which include Environmental Health and Jail Based Health Services.
- Ensure coordination of services across HHSA programs
- May serve as the County designated Local Mental Health Director.

Private Practice Licensed Clinical Social Worker – Founder & Sole Proprietor 02/2023 to present
Lynch Counseling Services
P.O. Box 1697 Mariposa, CA 95338

- Conduct clinical assessments, diagnosis and ongoing outpatient treatment.
- Create and implement treatment plans in collaboration with the clients.
- Outpatient psychotherapeutic services within LCSW Scope of Practice.
- Develop and implement policies and procedures.
- Create and maintain business plan to include fiscal and administrative oversight.

- Human Resources functions to include hiring, evaluations and progressive discipline up to termination.

Clinical Social Worker/Bereavement Coordinator 9/2022 to 10/2023
John C. Fremont Healthcare District
5108 Hwy 140 Mariposa, CA 95338

- Master's level social worker providing therapeutic services across district.
- Outpatient mental health services provided in the Rural Health Clinic.
- Acute care and ED crisis intervention, case management & social services.
- Skilled Nursing Facility social services and case management.
- Home Health and Hospice case management and mental health services.
- Supervision of Hospice volunteers to include charting and direction.

Mariposa County Health & Human Services Agency
5362 Lemee Lane Mariposa, CA 95338

Mental Health Clinician – Behavioral Health & Recovery Services 12/2021 to 06/2022

- Assesses, diagnoses, counsel and provide psychotherapeutic treatment.
- Document clinical activity, presenting diagnostic features and findings.
- HOPE Project Facilitator – Youth suicide risk prevention grant program.
- BH on Call, After Hours Crisis Response – 5150 Trained
- Dual caseload serving children, transitional age youth and adults.
- Facilitate Process and Skills groups both in person and via telehealth.

Social Worker IV –Social Services, Adult Protective Services 02/2021 to 12/2021

- Referral intake, crisis management and ongoing case management services.
- Lead Social Worker, provide guidance to Social Workers I-III within unit.
- Resource Family Complaint Investigator – Child Welfare Services unit
- Intensive case management of high-risk clients with co-occurring disorders.

Social Worker III – Social Services, Adult Protective Services 12/12019 to 06/2020

- Investigate reports of suspected elder abuse & referral intake.
- Maintain complex caseload providing intensive case management services.
- Provide direction to SW I/II and case managers as appropriate.
- Provide linkage to services within Agency as well as with community partners.

Mental Health Clinician Intern – Behavioral Health & Recovery Services 1/2020 to 6/2020

- MSW Advanced Practicum, MCHHSA Behavioral Health Division.
- Conduct client mental health assessments & develop treatment plans.
- Document clinical activity, clinical evaluations and recommendations.

Social Worker III – Social Services, Adult Protective Services 08/2019 to 12/2019

- Lead Social Worker, Whole Person Care Pilot Program, BH Division.
- Maintain a complex caseload providing intensive case management services.
- Intensive case management of high-risk clients with co-occurring disorders.
- Reduce emergency room utilization by providing linkage to services and support.

Social Worker III, MSW Intern – Social Services, Adult Protective Services 01/2019 to 7/2019

- MSW Intern, Adult Protective Services, MCHHSA Social Services Division.
- Investigate reports of suspected elder abuse & referral intake.
- Referral and case management services, direct client services.

Mountain Maids Cleaning Company – Founder & Sole Proprietor 01/2014 to 12/2017
P.O. Box 2113 Mariposa, CA 95338

- Residential and Commercial cleaning services.
- Manage daily operations to include direction and oversight of staff.
- Human Resources functions including hiring, ongoing evaluations and progressive discipline up to termination.

Mariposa County Human Services Agency
5186 State Hwy 49 North Mariposa, CA 95338

Legal Secretary – Social Services, Child Welfare Services 03/2004 to 4/2005

- Provided legal support to social workers and court officer.
- Maintained confidential court case files and documents.
- Completed court documents from initial detainment to reunification.

Social Services Aide/Social Worker I – Social Services, Child Welfare Services 10/2002 to 3/2004

- Journey level case management including visit supervision & placement.
- Assist clients with applying for public assistance programs and services.
- Assisted with foster home, group home and relative placement of minors.

Office Assistant II - Mariposa County Human Services, Eligibility 07/2002 to 10/2002

- Perform general clerical duties such as filing, copying, faxing, and mailing.
- Greet visitors, provide information, and distribute reference materials.
- Answer phones and direct calls to appropriate person or departments.

Education

Arizona State University, Tempe, AZ - Master of Social Work, 08/2020

Arizona State University, Tempe, AZ - B.A., cum laude, Psychology, 12/2017

Mariposa County High School, Mariposa CA, High School Diploma, 6/1997

Professional Affiliations

National Association of Social Workers – National and California Chapter Member.,
Member ID: 886797939, Membership 2019 to present

California Board of Behavioral Sciences – Licensed Clinical Social Worker #118950
Issued: 10/31/2023, Renewal Date 10/31/2025

National Plan & Provider System (NPPES) National Provider Number - #1659992394

Professional References Available Upon Request

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Original License

Board of Behavioral Sciences
1625 N. Market Blvd. Suite S-200
Sacramento, CA 95834
(916) 574-7830

LICENSED CLINICAL SOCIAL WORKER

License No. LCSW118950

Valid Until: 10/31/2025

Certificate No. 305140

Issue Date: 10/31/2023

STACEY LYNN LYNOH
PO BOX 1697
MARIPOSA, CA 95338-1697

In accordance with the provisions of Division 2 Chapter 14 of the Business and Professions Code, the person named hereon is issued a Licensed Clinical Social Worker original license.

----- NON-TRANSFERABLE -----

----- POST IN PUBLIC VIEW -----

2002.CERT4.092623

Mariposa County
Health & Human Services Agency

Behavioral Health Board
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

March 05, 2025

To whom it may concern,

I respectfully submit this letter for consideration of the position of Local Mental Health Director for Mariposa County. I currently hold the position of Health Services Division Director, which encompasses Mariposa County Behavioral Health and Recovery Services. It is my intent to have a Board Action Item filed with the Board of Supervisors on or before 04/15/2025, for their approval. Prior to that date I hope to gain support and recommendation from the Behavioral Health Board.

The Local Mental Health Director serves as the Chief Executive for community behavioral health services and is responsible for providing overall supervision of the Behavioral Health and Recovery Services in Mariposa County. Such person consults with the local advisory board and makes recommendations to the governing body regarding matters necessary or desirable in accomplishing the goals for the division and is responsible for maintaining accurate records and financial accountings in order to create and submit annual reports to DHCS, including expected expenditures for the following year. This person also holds the authority to enter into negotiations for contracts or agreements to best provide behavioral health services for the county.

Experience/Qualifications

I began my career with Mariposa County Health and Human Services in 2002 and have worked in both the public and private sectors since that time. I have held multiple leadership roles throughout my career, with my most recent role being the Division Director of Health Services in Mariposa County. As the Division Director of Health Services, my responsibilities include oversight of Mariposa County Behavioral Health and Recovery Services, Mariposa County Public Health, Quality Assurance and Jail Based Heatlh Services. Over the years, I have served the community of Mariposa in various programs within Mariposa County Health and Human Services Agency including Child Welfare Services, Adult Protective Services, Whole Person Care Pilot Program and Behavioral Health and Recovery Services. I also had the opportunity to serve on the In Home Supportive Serices (IHSS) Advisory Committee and am passionate about integrating behavioral health and trauma informed practices across the continuum of care. My professional priorities include community and organizational health, which include implementing sustainable change with the overarching goal of improving services and community health outcomes.

My experience as an entrepreneur and business owner has afforded me with a unique understanding of both fiscal aspects of business as well as how to implement and achieve client centered goals. With regard to my education, I completed my bachelor's degree of psychology and master's degree in social work (MSW) at Arizona State University. Upon completion of graduate school, I successfully completed 3000 pre-licensure hours, training and testing as specified by the California Board of Behavioral Sciences for licensure as a Licensed Clinical Social Worker (LCSW). I have over five years' experience as masters level social worker within various county settings such as social services and behavioral health and recovery services. Additionally, I have worked in hospital emergency department and acute care settings providing case management, crisis intervention, bereavement and hospice care services to patients and their families. As a mental health clinician, I have served in a rural health clinic setting providing Non-Specialty Mental Health Services (NSMHS), as well as in the county behavioral health setting providing Specialty Mental Health Services (SMHS) to diverse populations. In my private practice, I provided outpatient mental health services to Mariposa and Merced counties as well as to residents across the state of California. I take great pride in serving the residents of Mariposa County and am grateful for the opportunity to collaborate with state, federal and community partners to impact change within all Mariposa County communities. Please find my resume and current licensure attached for your review.

I look forward to further discussing my qualifications with the board as needed.

Sincerely,

Stacey Lynch, MSW, LCSW
Division Director, Health Services
Mariposa County Health & Human Services Agency
5362 Lemee Lane, PO Box 99
Mariposa, CA 95338
Phone: 209-966-2000
Email: slynch@mariposacounty.org

May 6th, 2025

Mary Westmark
CA Department of Health Care Services
Medi-Cal Behavioral Health Division
County and Provider Monitoring | County Support Liaison
mary.westmark@dhcs.ca.gov

Dear Ms. Westmark,

This is to advise that at their May 6th, 2025, meeting, the Mariposa County Board of Supervisors took action to appoint Stacey Lynch, LCSW, as Mariposa County's Local Mental Health Director, effective May 10th, 2025, contingent on State Approval. You will find enclosed a copy of the Board's resolution of authorization from that meeting reflecting that unanimous decision. Documents detailing Ms. Lynch's education and experience have also been included.

The Board found Stacey Lynch qualified to serve as the County's Local Mental Health Director based on her experience at multiple levels in the private and public sectors. She is the current Division Director for Health and Human Services, is a Licensed Clinical Social Worker (LCSW), has a bachelor's degree in psychology, and master's degree in social work (MSW). She has experience in outpatient psychotherapeutic treatment, trauma informed care, and culturally grounded social work.

If you have any questions regarding this information, please contact Danielle Bondshu, Clerk of the Board of Supervisors at dbondshu@mariposacounty.org or at (209) 966-3222 ext. 2.

Sincerely,

Rosemarie Smallcombe, Board Chair
Mariposa County Board of Supervisors

Encl/As Stated

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-167

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Addition of One (1) Peer Support Specialist I/II/III Allocation and Vacate One (1) Unfilled Mental Health Assistant I Allocation within the Health and Human Services Agency, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Addition of One (1) Peer Support Specialist I/II/III Allocation and Vacate One (1) Unfilled Mental Health Assistant I Allocation within the Health and Human Services Agency, Effective Immediately.

Health and Human Services Agency is requesting the Board's approval to add one (1) new Peer Support Specialist I/II/III classification to expand services to the Children's System of Care/Full Service Partnership team and vacate one (1) unfilled Mental Health Assistant I allocation. As mentioned in adopted Board Resolution, 2025-100, "HHSA will continue to request allocations for this classification through natural attrition of the current Mental Health Aide and Mental Health Assistants allocations (not to exceed 50% of the currently available allocations)". This request will bring the total number of Peer Support Specialist I/II/III positions to three positions within Behavioral Health; which is less than 50% of the eighteen (18) Mental Health support positions (Mental Health Aide, Mental Health Assistant, and Peer Support Specialist).

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is typical of the Board to review and approve allocation changes requested by a Department Head.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving this allocation, the Children's System of Care/Full Service Partnership team would not benefit from a certified Peer Support Specialist. Additionally, Health and Human Services Agency would not benefit from billing for services/support at a higher rate.

FINANCIAL IMPACT

Although the Peer Support Specialist I salary is exactly the same as the Mental Health Assistant I salary; the Peer Support Specialist I/II/III positions can be reimbursed at a rate of 11.4% higher than Mental Health Assistants (which is expected to increase revenue for Behavioral Health programs/services).

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-168

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Creation of the Behavioral Health Clinical Supervisor Classification in the Health and Human Services Agency; Set the Annual Salary from $89,423.360 to $108,698.720; Update the Current Social Worker Supervisor II Allocations in Behavioral Health to the New Behavioral Health Clinical Supervisor Title; Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Creation of the Behavioral Health Clinical Supervisor Classification in the Health and Human Services Agency; Set the Annual Salary from $89,423.360 to $108,698.720; Update the Current Social Worker Supervisor II Allocations in Behavioral Health to the New Behavioral Health Clinical Supervisor Title; Effective Immediately.

The Health and Human Services Agency currently uses the *Social Worker Supervisor II* classification for Behavioral Health supervision duties, but the classification includes skills and abilities that are not specific to Behavioral Health Services. For this reason, and because the current role uses a Meritt Social Services (MSS) job classification, the attached *Behavioral Health Clinical Supervisor* classification draft was created to more accurately fit the necessary qualifications and position requirements. The position's name was chosen to differentiate it from the Merit Social Service (MSS) *Social Worker Supervisor classification.*

If approved, the position title and job description will change for nearly all non-Merit *Social Worker Supervisor II* roles to *Supervising Behavioral Health Clinicians* (except for the Program Integrity Unit's (PIU) lead). Currently, five (5) allocations will be affected by this change—four (4) filled and one (1) vacant. This classification will be in the Mariposa County Managerial and Confidential Organization (MCMCO) because it maintains managerial qualities, similar to the current *Social Worker Supervisor II* MCMCO classification. MCMCO was notified and afforded the opportunity to meet and confer regarding these changes.

Lastly, the salary for this position would be set equal to the current *Social Worker Supervisor II* classification, resulting in no change for incumbents. Attached is the draft classification.

BACKGROUND AND HISTORY OF BOARD ACTIONS

None.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these actions as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Behavoral Health Clinical Supervisor_DRAFT_03112025

VOTE RESULT

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

BEHAVIORAL HEALTH CLINICAL SUPERVISOR

DEFINITION

Provides supervision, training, and coordination for behavioral health staff engaged in providing information and referral services, continuing care, and treatment of mentally, emotionally, and behaviorally disturbed and/or substance abuse clients and their families. Ensures work is performed in a clinically effective and efficient manner, coordinates day-to-day functions, and performs other related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from a Deputy Director, Administrator, or other management-level classification. Exercises direct supervision over Mental Health Clinicians, Mental Health Assistants/Aides, Peer Support Specialists, and other staff as assigned. Provides clinical and administrative supervision over professional and paraprofessional staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs functions consisting of any combination of licensed or certified clinicians/counselors, unlicensed clinicians/counselors, and para-professional staff in clinical casework techniques, methodologies, and level of care determinants.

Performs specialized treatment planning and diagnostic services for clients; performs intake assessments; provides psychotherapy services, including direct and indirect services.

Supervises, reviews, and provides guidance to assigned staff and/or interns in, but not limited to, individual staff assignments, work progress, and case management.

Makes recommendations regarding treatment methods and the provision of services to meet client needs.

Monitors and evaluates program performance in order to meet program goals and objectives, including monitoring compliance with productivity standards (i.e., seventy-two (72) hour case note writing requirement) and keeping client case files up to date in the electronic health record (EHR) system.

Serves as a program resource to all agency staff, clients, and community organizations.

Represents Behavioral Health branch before boards and committees, in public meetings, and to other government agencies in specific areas of assignment; serves on and/or is the staff person assigned to committees and groups involved in specific program assignments.

Participates in behavioral health and recovery services education trainings, community programs, and conferences.

Acts for the Behavioral Health Director or Deputy Director during periods of absence and provides administrative support for the Behavioral Health Director and Deputy Director.

May provide behavioral health services for sensitive or confidential cases in the absence of assigned workers or to meet workload demands.

May make referrals to appropriate professionals or outside agencies.

Documents and addresses clients' concerns and grievances as needed.

May be required to work, coordinate, or supervise on-call emergency services.

May provide Jail Based Services as needed.

May provide crisis interventions and engage in safety planning.

May testify in court for various court collaboration programs.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Principles and practices for services to clients with serious mental illness (SMI) and recovery administration, including therapeutic treatment methods, prevention and treatment procedures of SMI and Substance Use Disorders.

The Lanterman-Petris-Short (LPS) Act, the Short-Doyle Act, and other laws and regulations regarding the delivery of behavioral health and recovery services.

State, Federal, and local California laws and regulations governing behavioral health services; roles and responsibilities of a health services agency worker.

Local, state, and federal resources and organizations related to behavioral health care, including resources available in the Mariposa community for referral or utilization in employment, housing resources, and other human services programs.

Clinical standards of practice and licensure requirements.

Principles and practice of direct client service delivery and casework concepts, including techniques of clinical interviewing, diagnostic methods, and terminology, treatment, and record-keeping.

Most current version of the Diagnosis and Statistical Manual (DSM) of Mental Disorders; Psychopathology, the different types of mental illness diagnoses, how mental illness affects human behavior.

Strategies and protocols surrounding crisis intervention techniques, such as voice modulation and assessing the potential for suicide.

Signs, stages, and dynamics of abuse, and the effects of abuse on children/adult development and behavior.

Signs and symptoms of alcohol and drug use/abuse in adults and children and the effects on families.

Dual recovery/co-occurring disorder treatment, screening, assessment, and level of care tools.

Principles and practices of effective supervision, training, mentoring, motivating, and peer counseling.

Principles and practices of organization, program development and management, workload management, personnel management, records management, and time management.

Principles and practices of note taking, report writing, English composition, grammar, punctuation, and spelling.

Ability to:

Interpret, apply, explain, and ensure compliance with federal, state, and local guidelines, policies, rules, and regulations.

Interact professionally and respectfully, both orally and in writing, with clients, including difficult, hostile, or distressed clients.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work, including effectively representing the Behavioral Health Department.

Analyze a situation accurately and respond with sound judgment, flexibility, creativity, and sensitivity. Act effectively in stressful situations.

Apply effective interpersonal and interviewing skills when counseling and conducting individual and group therapy sessions.

Analyze case information to reach sound diagnostic and treatment decisions.

Assess risk factors and potential dangers to clients and complete mandated reporting duties as needed.

Maintain confidentiality as required by County and local policy, state and federal law.

Present oral and written reports concisely and clearly.

Use computers, software, and internet research.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is primarily performed in an office environment and includes interaction with clients who may display erratic and threatening behavior. Work may involve stressful situations when confronted with emergencies, critical, unusual, or potentially dangerous situations. Protentional exposures to infectious diseases. Work may include performing emergency response services during weekends, evenings, and holidays. May be required to transport clients in a County vehicle.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the physical requirements. Ability to intermittently traverse uneven terrain; lift and/or move weights up to 25 pounds; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, and to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Education:

Master's degree in Social Work, Psychology, Sociology, Counseling, Psychiatric Nursing, or a closely related field or a master's degree from a two-year counseling program. *(A qualifying master's degree from a two-year counseling program that includes a course of study with emphasis in vocational rehabilitation, family or marriage counseling, gerontology, or a closely related field. Qualifying two-year counseling degree programs must include an internship or supervised fieldwork and completion of approximately 45 semester or 7 quarter units of graduate-level coursework. Completion of all the requirements for a Licensed Marriage and Family Therapist (LMFT) license program may be substituted upon submission of verifying proof.)*

Experience:

One (1) year of full-time experience performing advanced journey level social work case management duties comparable to those of a Social Worker IV or Mental Health Clinician.

Additional Requirements:

Possession of a valid and current Associate Clinical Social Worker (ACSW), Associate Marriage and Family Therapist (AMFT), or Associate Professional Clinical Counselor (APCC) while employed in this classification. Ideal candidates will possess and maintain [or obtain within two (2) years of hire, transfer, or promotion] a valid and current licensed status through the Board of Behavioral Sciences (BBS) as a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or Licensed Professional Clinical Counselor (LPCC).

May require possession of a valid California Substance Use Disorder (SUD) Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCCA) registered and certified with Alcohol & Other Drug (AOD)/Substance Use Disorder (SUD) in California.

Possession of a valid California driver's license for the class of vehicle driven and meeting automobile insurability requirements of the County. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges their intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date:

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities Between the Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities Between the Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe).

At the April 4, 2025 meeting of the Wawona Town Planning Advisory Committee ("WT PAC"), the members present voted to bring the following items related to the MOU to the Board of Supervisors –

"1 -- Recommend to the Board of Supervisors that it not approve the proposed 2022 amendments to the water and sewer provisions of the Memorandum of Understanding between the County of Mariposa and the Department of the Interior National Park Service, Yosemite National Park and negotiate with the Department of Interior to renew the current MOU provisions;

2 – Approve a recommendation to the Board of Supervisors that it seek consensus with the U.S. Department of Interior to restore the original 20-year – automatically renewing term of the MOU;

3 – Approve a recommendation to the Board of Supervisors that it actively enforce the current MOU terms as neither party to the MOU have initiated proceedings completed noticing or held public meetings."

BACKGROUND AND HISTORY OF BOARD ACTIONS

As is discussed in further detail in the attached item (see attachment A) from the April 4, 2025 meeting of the WT PAC, the original MOU between the Park and the County was finalized in 1987. That MOU provided, among other things, the Park "shall provide a potable water system in the Wawona area as may be authorized and funded by Congress." That MOU also included a term of 20 years and provision for automatic renewal for another 20 years (see attachment B).

In April 2016, the County entered into a new MOU (Attachment C) with the Park which superseded and replaced the then existing MOU. Under the terms of this MOU, the Park would "2. Provide a wastewater treatment system for Wawona, Section 35" and "3. Provide a potable water system for Wawona, Section 35." This agreement expired without a further adopted MOU on April19, 2021. Conversations between County and Park staff began sometime around the end of the term of the 2016 MOU and have continued. During those conversations, the Park proposed modifications to the provisions relating to provision of water and sewer services in Wawona (Attachment D) which were initially considered at the October 7, 2022 meeting of the WT PAC.

The Park's proposed changes have consistently been rejected by the WT PAC and the Wawona Area Private Property Owners Association ("WAPPOA") based on the rationale laid out in Attachment A and as further detailed in a letter from Brownstein Hyatt Farber Schreck LLC (Attachment E), attorney for WAPPOA. An alternative approach unofficially discussed among the Park Service, Supervisor Smallcombe and the community since the October 2022 meeting has similarly not been accepted. The alternative approach would have called for inclusion of language in a proposed MOU calling for collaboration among the Park Service, the County and the Wawona Community (including members of WT PAC) to identify funding for a planning study to study alternate sources of water (likely ground water) and also to seek funding for an implementation project which would encompass the recommendations contained in the planning study.

For these reasons, this item asks the Board for direction on whether to accept the recommendations from the WT PAC and to pursue negotiations with the Park Service for an MOU that does not include the Park's recommended modifications to the 2016 MOU related to limits on water and wastewater services provided by the Park and the other recommendations detailed above.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not provide direction to staff to move forward with reinstating the MOU between the National Park Service and Mariposa County that allocates responsibilities in and for the community of Wawona.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Attachment A.**
2. **Attachment B.**
3. **Attachment C.**
4. **Attachment D. MOU Revised Agreement**
5. **Attachment E.**
6. **Public Comment - David Yost**
7. **Public Comment - James Stephens**
8. **Public Comment - Jane Winward**
9. **Public Comment - Julia O'Rielly**
10. **Public Comment - Kim Heuvellhorst**
11. **Public Comment - Marty Cerles**
12. **Public Comment - Pat Sischo**
13. **Public Comment - Rich Apple**
14. **Public Comment - Liana Eskola**

15. **Public Comment - Annette Stephens**
16. **Public Comment - Brian Moore**
17. **Public Comment - Carol Coyle**
18. **Public Comment - Charlotte Gibb**
19. **Public Comment - Corinne Christensen**
20. **Public Comment - Gary Gibb**
21. **Public Comment - James Gilmour**
22. **Public Comment - John Peterson**
23. **Public Comment - Karen Fuchslin**
24. **Public Comment - Mark Heuvelhorst**
25. **Public Comment - Michele Ambry**
26. **Public Comment - Stephanie Yee**
27. **Public Comment - Trish Peterson**
28. **Public Comment - Vanessa Bertsche**
29. **Public Comment - William Stephens**
30. **Public Comment - Andrew Gilmour**
31. **Public Comment - Dean Dunlavey**
32. **Public Comment - Ken Kehrer**
33. **Public Comment - Christian Mueller**
34. **Public Comment - Rebecca Simon**
35. **Public Comment - Richard Jacobson**
36. **Public Comment - Barry Perkins**
37. **Public Comment - Terry Easley**

AGENDA ITEM _____
WAWONA TOWN PLANNING ADVISORY COMMITTEE MEETING
APRIL 4, 2025, 9:00 A.M.
WAWONA COMMUNITY ROOM

From: Wawona Town Planning Advisory Planning Committee Chair Ed Mee

To: Members, Wawona Town Planning Advisory Committee

SUBJECT: Amendments to Memorandum of Understanding between County of Mariposa and United States Department of Interior National Park Service, Yosemite National Park

Recommendations:

1) Recommend to the Board of Supervisors that it not approve the proposed 2022 amendments to the water and sewer provisions of the Memorandum of Understanding between the County of Mariposa and United States Department of Interior National Park Service, Yosemite National Park (MOU); and negotiate with Department of Interior to renew the current MOU provisions;
2) Approve a recommendation to the Board of Supervisors that it seek consensus with the U.S. Department of Interior to restore the original 20 year--automatically renewing term of the MOU;
3) Approve a recommendation to the Board of Supervisors that it actively enforce the current MOU terms as neither party to the MOU have initiated proceedings completed noticing or held public meetings.

ISSUE
In October of 2022, the National Park Service (NPS), citing reduced Merced River (River) flows during drought years, proposed to amend the following provision of the MOU between the County of Mariposa and Department of Interior National Park Service, Yosemite National Park to extinguish these private property rights:

"*The Service shall, within private lands in Wawona, Section 35, subject to availability of funds:*
……
2. Provide a wastewater treatment system for Wawona, Section 35.
3. Provide a potable water system for Wawona, Section 35. "

Without the protections of the above MOU provisions, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future. Most private properties within Wawona are served and will continue to be served by private individual or "community" water wells. Most private properties are connected to the NPS sewer. However, climate forecasts predict that some wells will become unproductive, and other lots cannot accommodate a well.

Currently the NPS is not prevented from giving away capacity in Wawona's systems to other users. The NPS proposed changes to utility connection rights or entitlements would negatively impact property values.

BACKGROUND:
The fundamental terms of shared governance were implemented by the MOU that was negotiated by the community, County and Department of Interior (DOI) ahead of the June 1985 State Lands Commission (SLC) approval of concurrent federal/state jurisdiction for Section 35, Wawona. The draft MOU document was entered into the SLC hearing record. DOI looked to guarantee NPS control over land development. The County and community needed certainty about building permits and utilities.

In 2016 the MOU was modified to expire in 2021. Subsequently, NPS refused to extend the MOU unless the County accepted MOU revisions which would not guarantee delivery of potable water to all Wawona private

parcels needing a connection and does not commit to connect properties to its sewer facility in the future. (For detail on the jurisdictional history of Section 35 Wawona private inholdings, the MOU and utilities see Attachment A).

In May 2024 WAPPOA sent a letter to the Board of Supervisors and County Administrative Officer requesting that the topic be scheduled for a Board of Supervisors Meeting. There has been no response from the Board or County Administrative Officer and the item has not been scheduled for a Board of Supervisors meeting. District One Supervisor Smallcombe sent a brief email to WAPPOA stating that she is consulting with volunteer water experts including James Stahl and is meeting with NPS. This has also been reported verbally in WAPPOA meetings.

ANALYSIS

The recommendation to the Board of Supervisors to not approve a change to the MOU water and sewer provisions is predicated on the following:

1. Changing private development access to infrastructure in a Specific Plan is a project requiring environmental studies and findings. The Wawona Town Planning Area Specific Plan (Specific Plan) provides that NPS is sole provider of water and sewer utilities--serving “developed parcels” with potable water and all private parcels with sewer. NPS is a party to the Specific Plan and developed the infrastructure measures and detail with the County. NPS incorporated the Specific Plan into the MOU to regulate private properties. If NPS and the County want to continue reviewing projects against the Specific Plan measures then the agencies must adhere to the measures prescribed in the Plan.

2. Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source. As stressed by Sean Maguire, Member, State Water Resources Control Board at a recent WTPAC meeting, State Water Resources policies provide that capacity issues should be first addressed by exploring interconnections to other systems. (Example: NPS recently connected Chinquapin’s water facilities to Scenic Wonders in Yosemite West to serve NatureBridge under State Water Resources Agency guidance.)

3. NPS has not demonstrated to the County or community that it is permitted to discriminate against private water customers while taking 100% of the allowable South Fork of the Merced River capacity under its state issued permit.

4. The Department of Interior must comply with National Environmental Protection Act (NEPA) when taking discretionary federal actions with likely and foreseeable environmental impacts such as choosing not to comply with the alternative selected in the 1985 *Wawona Water System Reconstruction Environmental Assessment-Finding of No Significant Impacts*. The NPS has not undertaken NEPA studies for impacts of denying private customers connection to the community system.

5. The 168-year-old Wawona Hotel has closed for an unspecified period to conduct a structural assessment and make repairs. The Wawona Hotel and campground accounted for 28% of the system capacity according to the 1985 Environmental Assessment. (There is no current appropriation, staffing or schedule for Hotel structural conditions assessment, development of engineering specifications, construction plans, NEPA consultations or renovations.) This means there is no current lack of capacity for additional water connections.

Since the 2022 WTPAC meeting, the County and NPS have updated WTPAC and Wawona Private Property Owner Advocates (WAPPOA) meeting participants verbally that they are partnering to find a solution. Realistically a County-Department of Interior/NPS partnership will be complex since the water treatment, conveyance and retention facilities are solely a federally owned asset. For the County to engage in developing a solution, transactional agreements with NPS, outside the MOU, would be in process. In the past two years WTPAC has not had visibility into any progress with deal terms, schedule, staffing or funding sources.

With the hotel closure there is sufficient time for the agencies to secure and maintain the infrastructure capacity to serve additional private connections as needed. (See Attachment B for March WAPPOA letter to County Board of Supervisors and NPS.)

ATTACHMENTS:
Attachment A: History of Jurisdiction and Utilities Wawona
Attachment B: Letter from Wawona Private Property Owner Advocates to NPS and County

Federal State Jurisdiction
On July 8, 1937 Congress enacted legislation authorizing the Secretary of the Department of Interior to provide for acquisition of land to expand Yosemite National Park and use condemnation authorities in Section 35, Wawona. Subsequently, the Mariposa Grove and other large parcels in Wawona were incorporated into Yosemite National Park----thereby surrounding the private subdivision of Wawona within the Park boundary--making it an inholding. Between then and 1985 (when the Department of Interior requested to recede partial jurisdiction back to the state) the federal and state agencies held conflicting legal opinions as to jurisdiction. Jurisdictional status was never settled by the courts.

Water and Sewer Utilities
During the 1970s, private parcels held riparian rights to the South Fork of the Merced River and also relied on private wells and private septic systems. During this decade the community and County advanced efforts to construct modern reliable sewer and water infrastructure to serve private and federal properties--County Services District W2 was formed to finance Wawona water and sewer facilities and Local Agency Formation Commission approvals were secured. The Department of Interior/NPS withheld consent, precluding the County from securing grant financing; however, in 1985 Department of Interior/NPS memorialized in an MOU its promise to serve private parcels with the facilities it intended to construct.

MOU and Shared Jurisdiction
In the early 1980's, the federal government ran out of funds to continue Section 35 acquisitions and the County and Department of Interior/NPS began advocating for the resolution of jurisdiction through a State Lands Commission (SLC) action to enact equal, concurrent jurisdiction. A Memorandum of Understanding between Department of Interior/NPS and Mariposa County was developed to implement shared federal/state local legislative authority (with strong involvement of WAPPOA) ahead of the June1985 SLC approval, and entered into the hearing record. Generally, Department of Interior looked to guarantee NPS control over land development. The County and community needed certainty about building permits and utilities.

The Wawona Town Planning Area Specific Plan (Specific Plan) was developed and approved by the County and Department of Interior/NPS to govern land use and development in Section 35 Wawona in 1987 and updated in 2012. The Specific Plan is incorporated by reference into the MOU. Every project/permit is subject to review by both NPS and County against the measures in the Specific Plan.

The recitals in the MOU establish the objectives and intent of the Department of Interior/NPS with regard to shared governance of Wawona. The MOU identifies the intent of the NPS to work collaboratively with the Wawona Town Planning Advisory Committee (WTPAC) on all planning and development in Wawona through the following processes:

- Modifications of the MOU require mutual agreement of County and NPS and review by WTPAC.

- A WTPAC representative is to be one of the County designated representatives to receive or make requests and participate in meetings.

- WTPAC is to make recommendations on changes to the Specific Plan, MOU, and significant development projects.

- A written report of any meeting between NPS and County about Wawona must be forwarded to the Chair of WTPAC and placed on WTPAC agenda for discussion.

- Termination of the MOU requires that the party requesting termination must notice the other party no less than one month before expiration of the MOU term, then public hearings must be held and after the hearings are held if the recommendation to terminate is approved then the order must be executed by the Regional Director of NPS.

SOURCES:

County Resolution 72-114 Resolution of Intention to Form County Service Area W2: Section 35 Township 4

County Resolution 78-3 Protesting Federal Inholding Acquisitions

County Resolution 85-23 Supporting Partial Retrocession of Jurisdiction

Fresno Bee June 27, 1985 " *Mariposa County Takes Chunk of Yosemite Land*"

Minutes June 26 1985 State Lands Commission Meeting Action: acceptance of Retrocession of Partial Jurisdiction and Establishment of Concurrent Civil Jurisdiction Over Private Lands at Wawona, Yosemite National Park, Mariposa County

County Resolution 79-82 A Resolution Calling for the Congress of the United States to Take Appropriate Action

1987 Executed Memorandum of Understanding between National Park Service Yosemite National Park and Mariposa County

July 1985 Wawona Water System Reconstruction Environmental Assessment-Finding of No Significant Impacts.

List of Public Laws Contained In This Volume the Seventy-Fifth Congress of the United States 1937, First Session

County resolution 16-181 Memorandum of Understanding Between County of Mariposa and Department of Interior National Park Service Yosemite National Park

STATE OF CALIFORNIA STATE LANDS COMMISSION-000-- In the Matter of: Retrocession of Jurisdiction, Wawona Area, Yosemite National Park) ORIGINAL REPORTER'S TRANSCRIPT OF PROCEEDINGS May 13, 1983 REPORTED BY: JOAN MARIE COLUMBINI, CSR NO. 543

Wawona Town Plan Area Specific Plan Adopted October 1987 Updated November 2007

United States Department of the Interior
NATIONAL PARK SERVICE
P.O. BOX 577
YOSEMITE NATIONAL PARK, CALIFORNIA 95389

IN REPLY REFER TO:

A44

May 22, 1987

Ms. Blanche Day
Deputy Clerk of the Board
Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, California 95338

Dear Ms. Day:

Enclosed is your copy of the signed Memorandum of Understanding, Agreement Number MU8800-7-8005 between the National Park Service and Mariposa County outlining the services to be provided in Section 35, Wawona.

Please contact me at (209) 372-0461 should you have any questions regarding this Agreement. We look forward to working with the County on this matter.

Sincerely,

Thomas J. Ferranti

Thomas J. Ferranti
Contracting Officer

Enclosure

current until
2027, May.

Mariposa County Board of Supervisors

DISTRICT 1..... ARTHUR G. BAGGETT, JR.
DISTRICT 2..... EUGENE P. DALTON, JR.
DISTRICT 3..... ERIC J. ERICKSON
DISTRICT 4..... LEROY RADANOVICH
DISTRICT 5..... GERTRUDE TABER

MARGIE WILLIAMS
Clerk of the Board
P. O. Box 784
MARIPOSA, CALIFORNIA 95338
(209) 966-3222

May 5, 1987

Mr. Thomas Ferranti
Contracting Officer
National Park Service
P.O. Box 577
Yosemite, CA 95389

Dear Mr. Ferranti:

Enclosed are two signed Memorandums of Understanding with the Park Service relative to providing services for section 35 - Wawona.

Please return a fully executed original to us.

Sincerely,

Blanche Day
Deputy Clerk of the Board

Enc - 2

MARIPOSA COUNTY RESOLUTION NO. 87-169

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, LEROY RADANOVICH, is hereby authorized to sign same: Memorandum of Understanding with the National Park Service Relative to Providing Services for Section 35 - Wawona

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 5th day of May 1987, by the following vote:

AYES: BAGGETT, DALTON, ERICKSON, RADANOVICH

NOES: TABER

ABSENT: NONE

ABSTAINED: NONE

Leroy Radanovich

LEROY RADANOVICH, Chairman
Mariposa County Board of Supervisors

ATTEST:

Margie Williams

MARGIE WILLIAMS, Clerk of the Board

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: 5-14 19 87
MARGIE WILLIAMS
Clerk of the Board of Supervisors of the County of Mariposa, State of California

by Glenda Day Deputy

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green

JEFFREY G. GREEN, County Counsel

Agreement Number MU 8800-7-8005

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MARIPOSA
AND
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK

This Memorandum Of Understanding is entered into on the date or dates last below written, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the United States Government acting by and through the Department of the Interior, National Park Service, Yosemite National Park, hereinafter referred to as "NATIONAL PARK SERVICE".

ARTICLE I. Background and Objectives

WHEREAS, the NATIONAL PARK SERVICE has responsibility for protection and management of lands in the National Park System, and for enforcement of Federal laws, rules and regulations within such system; and Yosemite National Park is part of the National Park System; and Section 35 is within the boundaries of Yosemite National Park; and

WHEREAS, the COUNTY has responsibility for protection and management of lands in Mariposa County, and for enforcement of State and COUNTY laws and ordinances within COUNTY and Wawona is located within the boundaries of the COUNTY; and

WHEREAS, the NATIONAL PARK SERVICE has the legislative authority to administratively relinquish concurrent legislative jurisdiction back to a State (PL 94-458; 16 USC 1a-3); and

WHEREAS, in the interest of cooperation, the United States, through the NATIONAL PARK SERVICE, has retroceded concurrent partial civil legislative jurisdiction regarding the private area of Section 35 to the State, which the State, and the COUNTY, have accepted; and

WHEREAS, the PARTIES have determined that it is desirable to cooperate in better utilizing the resources of both agencies to provide for more adequate community services in Wawona, California, particularly Section 35; and

WHEREAS, the COUNTY and the NATIONAL PARK SERVICE have the authority to enter into this AGREEMENT and believe it is in their mutual interest, as well as the residents of Wawona and the general public, to do so.

NOW THEREFORE, the PARTIES hereby mutually agree as follows:

ARTICLE II. Statement of Work

A. The COUNTY shall within the private lands in Wawona, Section 35, subject to availability of funds:

1. Issue building permits and make building inspections on private land in Wawona, Section 35. The basis for issuing permits and making inspections will be the Uniform Building Code, other applicable State law and local ordinances and the Wawona Land Use Regulations, as described in Paragraph II(C) (1) below.

2. Provide the services of the County Health Department.

3. Any COUNTY Deputy performing law enforcement duties within Wawona (Section 35) will do so as a Deputy Park Ranger pursuant to a formal designation by the Park Service.

4. The COUNTY Deputy will maintain certification as an EMT I and will assist on medical calls if requested and available, and shall respond to all fire emergencies within Section 35 if available.

5. Provide library services in Wawona.

6. Provide mental health services in Wawona.

7. The COUNTY will make every effort to contract with the Wawona Volunteer Fire Department to provide mutual aid on structural fires occurring in the Wawona area.

8. Welfare services provided to residents of the COUNTY shall be provided to Wawona residents on the same basis as throughout the COUNTY.

B. Yosemite National Park shall:

1. Subject to the availability of funds, continue to provide a dedicated ambulance properly staffed and equipped for immediate service into Section 35.

2. Provide mutual aid on structural fires occurring in Section 35, and serve as the fire scene commander.

3. The NATIONAL PARK SERVICE shall provide a potable water system in the Wawona area as may be authorized and funded by Congress.

4. The NATIONAL PARK SERVICE will provide a building to house the library at no cost to the COUNTY.

5. The NATIONAL PARK SERVICE shall, prior to instituting any condemnation proceedings affecting private land in Section 35, give COUNTY seven (7) days prior written notice, said notice shall be directed to the Chairman of the County Board of Supervisors.

C. The PARTIES mutually agree:

1. That land use control on private land in Wawona will be governed by the Wawona Land Use section of the Wawona Specific Plan, a copy of the Regulations and Map, when approved and adopted by COUNTY and when approved by NATIONAL PARK SERVICE shall be attached hereto marked Exhibit "1" and "2", and by this reference incorporated herein. Said Land Use Regulations and Map, as amended from time to time, shall become a part of this AGREEMENT.

2. The COUNTY and the NATIONAL PARK SERVICE will designate a specific individual and alternate(s) to make or receive requests for their respective agencies for special services under this AGREEMENT. Such persons will hereinafter be referred to as "DESIGNATED REPRESENTATIVES".

3. To have the DESIGNATED REPRESENTATIVES meet and confer annually concerning the AGREEMENT to discuss any need for modification of the AGREEMENT and/or the Wawona Land Use Regulations and Map, as above-described. Said DESIGNATED REPRESENTATIVES will recommend modifications to the reprective agency. Any modification will be by mutual agreement of both PARTIES.

4. That Officers, Agents, and Employees of the COUNTY performing services under this AGREEMENT shall not be considered as agents of the NATIONAL PARK SERVICE, or otherwise coming within the scope of Federal employment and none of the benefits of Federal employment will be conferred under this AGREEMENT. Officers, Agents, and Employees of the United States Government performing services under this AGREEMENT shall not be considered as coming within the scope of COUNTY employment and none of the benefits of COUNTY employment will be conferred under this AGREEMENT.

5. The COUNTY and the NATIONAL PARK SERVICE are obligated to provide the services specified in this AGREEMENT only to the extent that personnel and equipment are available.

6. Neither PARTY hereto shall be liable for any damage proximately resulting from the negligent or wrongful acts or omissions of the other PARTY's Agents, Employees, Volunteers, or partners.

ARTICLE III. Term of Agreement

The term of the AGREEMENT shall be for a period of twenty (20) years from date of execution. Unless either PARTY notifies the other in writing at least six (6) months prior to the termination date of the existing term, or any renewal term, that it intends to terminate, this AGREEMENT shall automatically renew for an additional twenty (20) year term. Upon notification by either PARTY of the intention to terminate the AGREEMENT, public hearings will be held by the PARTY proposing termination, prior to but no less than one (1) month before the expiration of the AGREEMENT to determine whether or not the AGREEMENT should be terminated. Following the public hearing, the termination order, if approved, will be executed by the Secretary of the Interior if Interior has determined not to renew, or by the Chairman of the Board of Supervisors if the COUNTY has determined not to renew.

Article IV. Key Officials (NPS and Mariposa County)

The Superintendent, Yosemite National Park, P.O. Box 577, Yosemite, California 95389 and the Chairman, Board of Supervisors, Mariposa County, P.O. Box 784, Mariposa, California 95338 shall be the officials responsible for this Agreement. These officials shall designate representatives as outlined in Article II, paragraph C.2.

Article V. Property Management and Disposition - Not Applicable

Article VI. Prior Approval - Not Applicable

Article VII. Reports - Not Applicable

Article VIII. Required Clauses

In connection with the operations authorized under this AGREEMENT, each agency agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

No member of, or delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this AGREEMENT if made with a corporation or company for its general benefit.

UNITED STATES OF AMERICA:

By: John M. Morehead
JOHN M. MOREHEAD
Superintendent
Yosemite National Park
National Park Service

Date: MAY 21 1987

Requested By:

Chief Ranger

Date: 5-20-87

Recommended By:

Administrative Officer

Date: 5/20/87

COUNTY OF MARIPOSA:

Leroy Radanovich
LEROY RADANOVICH, Chairman
Board of Supervisors

Date: 5-12-87

ATTEST:

Margie Williams
MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN
County Counsel

MEMORANDUM OF UNDERSTANDING

RES. NO. 16-181

BETWEEN

COUNTY OF MARIPOSA

AND

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK

This Agreement hereinafter referred to as "AGREEMENT" shall supersede and replace Memorandum of Understanding Agreement Number MU 8800-7-8005 and is entered into on the date or dates last below written, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the United States Government acting by and through the Department of the Interior, National Park Service, Yosemite National Park, hereinafter referred to as "SERVICE."

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, the SERVICE has responsibility for protection and management of lands in the National Park System, and for enforcement of Federal laws, rules and regulations within such system; and Yosemite National Park is part of the National Park System; and Section 35, T.4S., R.21E., M.D.B.&M. (hereinafter referred to as "Wawona, Section 35") is within the boundaries of Yosemite National Park.

WHEREAS, the COUNTY has responsibility for protection and management of lands in Mariposa County, and for enforcement of State and COUNTY laws and ordinances within COUNTY and Wawona, Section 35 is located within the boundaries of the COUNTY; and

WHEREAS, the State of California ceded exclusive legislative jurisdiction over the lands included in Yosemite National Park to the United States, the Unites States accepted and established exclusive legislative jurisdiction, and the SERVICE has the legislative authority to administratively relinquish part of the legislative jurisdiction back to a State (54 U.S.C. 100754); and

WHEREAS, in the interest of cooperation, the United States of America, through the SERVICE, has retroceded partial civil legislative jurisdiction regarding the private lands of Wawona, Section 35 to the State; and

WHEREAS, the State, and the COUNTY, have accepted this retrocession and established concurrent civil jurisdiction over private lands in the Wawona, Section 35 area; and

WHEREAS, there are privately owned lands (private lands) in Wawona, Section 35; and

WHEREAS, the PARTIES determined that it was desirable to cooperate in better utilizing the resources of both agencies to provide for more adequate community services in Wawona, Section 35; and

WHEREAS, Agreement Number MU 8800-7-8005 was entered into in 1987 for the mutual interests of both the COUNTY and the SERVICE, as well as the interests of the residents of Wawona, Section 35 and the general public; and

WHEREAS, ARTICLE II, Section C, Provision 3 of Agreement Number MU 8800-7-8005 requires designated representatives of the COUNTY and the SERVICE to meet and confer annually concerning the AGREEMENT to discuss the need for modification of the agreement; and

WHEREAS, modifications to the AGREEMENT are necessary to reflect current conditions and subsequent agreements; and

WHEREAS, this AGREEMENT reflects the Wawona Town Plan Guiding Principle describing the intent of the SERVICE to work collaboratively with appropriate county officials and representatives of the Wawona Town Plan Advisory Committee, regarding all planning and development in the community; and

WHEREAS, the COUNTY and the SERVICE have the authority to enter into this AGREEMENT and believe it is in their mutual interest, as well as the residents of Wawona, Section 35 and the general public, to do so.

NOW THEREFORE, the PARTIES hereby mutually agree as follows:

ARTICLE II. LEGAL AUTHORITY

54 U.S.C. 100101 directs the Secretary to promote and regulate the National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely, conservation of the scenery and natural and historic objects and wild life therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III. STATEMENT OF WORK

A. The COUNTY shall within the private lands in Wawona, Section 35, subject to availability of funds:

1. Issue building permits and make building inspections on private lands in Wawona, Section 35. The basis for issuing permits and making inspections will be the California Code of Regulations Title 24, Parts 1-12 as adopted by the Board of Supervisors, other applicable State law and local ordinances and the Wawona Land Use Regulations, as described in Paragraph III (C) (6) below.

2. Provide the services of the County Health Department, which include issuing permits and making inspections on private lands in Wawona, Section 35 for private sewage disposal systems and wells. Services and permits also include those provided by the Air Pollution Control District.

3. Provide mental health, behavioral health and social services for Wawona, Section 35 residents consistent with those services that are available to all other County residents.

4. Provide welfare services to residents of Wawona, Section 35 consistent with services provided to other County residents.

5. Provide maintenance for all designated county maintained roads on the same basis as provided throughout Mariposa County.

6. Issue encroachment permits for all designated county maintained roads on the same basis as provided throughout Mariposa County.

7. Administer a contract with a private trash hauling company for solid waste removal services in the community.

8. Coordinate the pine needle removal program and bulky items (trash) removal program if available.

B. The SERVICE shall, within private lands in Wawona, Section 35, subject to availability of funds:

1. Continue to provide a dedicated ambulance properly staffed and equipped for immediate service into Wawona, Section 35.

2. Provide a wastewater treatment system for Wawona, Section 35.

3. Provide a potable water system for Wawona, Section 35.

4. Adhere to due process of federal law, regulation and policy in accordance with congressional direction and pursuant to NPS policy as found in Director's Order #25: Land Protection: Sec. 3.6 prior to instituting any condemnation proceedings affecting private land in Wawona Section 35. The SERVICE shall give the COUNTY thirty (30) calendar days prior written notice of intended condemnation proceedings; said notice shall be directed to the Chair of the Mariposa County Board of Supervisors.

C. The PARTIES mutually agree:

1. Responsibilities for Law Enforcement shall be as specified in the General Agreement between the United States National Park Service Yosemite National Park, California and the Mariposa County Sheriff's Office, Agreement Number U880812PX0003 entered into in 2012, or as amended.

2. Responsibilities for providing and maintaining public library services in Wawona, Section 35 shall be as specified in the Agreement between the National Park Service Yosemite National Park and the County of Mariposa for the County Public Library, Wawona, Agreement Number AG 8800-96-005 entered into in October 1996, or as amended.

3. Responsibilities for fire protection shall be as specified in the Agreement between The United States Department of Interior National Park Service and the County of Mariposa, Agreement Number F8803110001 entered into in October 2011, or as amended.

4. Responsibilities for Emergency Medical Service shall be as specified in the Memorandum of Agreement between the United States Department of the Interior National Park Service and the County of Mariposa, Agreement Number P880811PX0001, entered into in October, 2011, or as amended.

5. Responsibilities for Behavioral Health Care shall be as specified in the General Agreement between the United States Department of the Interior National Park Service and the County of Mariposa, Agreement Number MYOSERV001, entered into in June, 2015, or as amended.

6. Land use control on private lands in Wawona, Section 35 will be governed by the Wawona Specific Plan and any adopted implementing ordinances, both of which may be amended from time to time, as approved and adopted by COUNTY and as approved by the SERVICE. The Wawona Specific Plan, as adopted or amended, is by this reference incorporated herein. Said Wawona Specific Plan Land Use Policies, Regulations and Maps, and any adopted implementing ordinances, as amended from time to time, shall be a part of this AGREEMENT by reference. Land use control on private lands in Wawona, Section 35 will also be governed by California State Statutes and Mariposa County Code. Where inconsistencies exist among the Wawona Specific Plan, California State Statutes and Mariposa County Code, the most restrictive requirement shall apply.

7. The Chair of the MARIPOSA COUNTY BOARD OF SUPERVISORS and the Superintendent of Yosemite National Park shall each designate a maximum of three (3) representatives to make or receive requests for their respective agencies for special services under this AGREEMENT. One COUNTY representative shall be the Chair of the Wawona Town Planning Advisory Committee or his/her designee. Such persons will hereinafter be referred to as "DESIGNATED REPRESENTATIVES."

8. The DESIGNATED REPRESENTATIVES shall meet and confer annually concerning the AGREEMENT to discuss any need for modification of the AGREEMENT and/or the Wawona Specific Plan, as above described. Said DESIGNATED REPRESENTATIVES may recommend modifications to their respective agencies. Any modification will be by mutual agreement of both PARTIES, following review by the Wawona Town Planning Advisory Committee. Amendments to the Wawona Specific Plan or the AGREEMENT shall be processed pursuant to applicable specific plan provisions and all other applicable policies, statutes and ordinances. The responsibility to chair these annual meetings shall alternate each year; Mariposa County shall chair the first meeting.

9. The officers, agents, and employees of the COUNTY performing services under this AGREEMENT shall not be considered as agents of the SERVICE, or otherwise coming within the scope of Federal employment and none of the benefits of federal employment will be conferred under the AGREEMENT. Officers, agents, and employees of the SERVICE performing services under this AGREEMENT shall not be considered as coming within the scope of COUNTY employment and none of the benefits of COUNTY employment will be conferred under this AGREEMENT.

10. The COUNTY and the SERVICE are obligated to provide the services specified in this AGREEMENT only to the extent that personnel and equipment are available. Cessation of any current service may not occur until notice is served to the PARTIES specified in this AGREEMENT a minimum of 90 days prior to cessation.

11. All applicable immunities enjoyed by SERVICE and COUNTY shall apply to their participation in rendering assistance under this Agreement. To the extent required by the Federal Tort Claims Act, the United States will be liable for the acts of its employees acting within their course and scope of employment. To the extent required by California law, the County will be liable for the acts of its employees acting within the course and scope of their employment.

ARTICLE IV. TERM OF AGREEMENT

The term of the AGREEMENT shall be five (5) years from the date of execution. The agreement shall be reviewed as provided herein, and may be renewed and/or modified by the mutual consent of the PARTIES. Upon notification by either PARTY of the intention to terminate the AGREEMENT, public hearings will be held by the PARTY proposing termination, prior to but no less than one (1) month before the expiration of the AGREEMENT to determine whether or not the AGREEMENT should be terminated. Following the public hearing, the termination order, if approved, will be executed by the Regional Director if the SERVICE has determined not to renew, or by the Chair of the Board of Supervisors if the COUNTY has determined not to renew.

ARTICLE V. KEY OFFICIALS (NPS AND MARIPOSA COUNTY)

The Superintendent, Yosemite National Park, P.O. Box 577, Yosemite, California 95389 and the Chair, Board of Supervisors, Mariposa County, P.O. Box 784, Mariposa, California 95338 shall be the officials responsible for this Agreement.

Pursuant to Article III, C.8 of this AGREEMENT, a written report of any meeting between DESIGNATED REPRESENTATIVES shall be forwarded to the Key Officials established herein and the Chair of the Wawona Town Planning Advisory Committee, prior to the 31st day of December of any given year. The report shall be discussed as an agenda item for the next scheduled Wawona Town Planning Advisory Committee meeting.

ARTICLE VI. REQUIRED CLAUSES

A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

B. NPS Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.

C. Limitations on Lobbying. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

D. Compliance with Applicable Laws. This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the COUNTY.

F. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States of America, or to any benefit to arise thereupon.

G. No Agency. The COUNTY is not an agent or representative of the United States of America, the Department, or NPS, nor will the COUNTY represent itself as such to third parties. NPS employees are not agents of the COUNTY and will not represent themselves as such to third parties. Nothing in

this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the COUNTY and NPS.

H. Public Information Release

1. The COUNTY will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service or position which the COUNTY represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the COUNTY or considers the COUNTY's work product to be superior to other products or services.

2. The COUNTY will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

   "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

3. The COUNTY will obtain prior NPS approval from the Park public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.

ARTICLE VII. SIGNATURES

THE NATIONAL PARK SERVICE:

By: _____

Don L. Neubacher
Superintendent
Yosemite National Park

Date: 4/3/16

COUNTY OF MARIPOSA:

By: _____

John Carrier, Chair
Board of Supervisors
County of Mariposa

Date: 4/19/16

ATTEST:

_____

René LaRoche
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Agreement Number: _____M-YOSERV003

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF MARIPOSA

AND

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK

This Agreement hereinafter referred to as "AGREEMENT" shall supersede and replace Memorandum of Understanding Agreement Number M-YOSERV003 (Board of Supervisors Resolution No. 16-181) ~~MU 8800-7-8005~~ and is entered into on the date or dates last below written, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the United States Government acting by and through the Department of the Interior, National Park Service, Yosemite National Park, hereinafter referred to as "SERVICE."

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, the SERVICE has responsibility for protection and management of lands in the National Park System, and for enforcement of Federal laws, rules and regulations within such system; and Yosemite National Park is part of the National Park System; and Section 35, T.4S., R.21E., M.D.B.&M. (hereinafter referred to as "Wawona, Section 35") is within the boundaries of Yosemite National Park.

WHEREAS, the COUNTY has responsibility for protection and management of lands in Mariposa County, and for enforcement of State and COUNTY laws and ordinances within COUNTY and Wawona, Section 35 is located within the boundaries of the COUNTY; and

WHEREAS, the State of California ceded exclusive legislative jurisdiction over the lands included in Yosemite National Park to the United States, the Unites States accepted and established exclusive legislative jurisdiction, and the SERVICE has the legislative authority to administratively relinquish part of the legislative jurisdiction back to a State (54 U.S.C. 100754); and

WHEREAS, in the interest of cooperation, the United States of America, through the SERVICE, has retroceded partial civil legislative jurisdiction regarding the private lands of Wawona, Section 35 to the State; and

WHEREAS, the State, and the COUNTY, have accepted this retrocession and established concurrent civil jurisdiction over private lands in the Wawona, Section 35 area; and

WHEREAS, there are privately owned lands (private lands) in Wawona, Section 35; and

WHEREAS, the PARTIES determined that it was desirable to cooperate in better utilizing the resources of both agencies to provide for more adequate community services in Wawona, Section 35; and

WHEREAS, Agreement Number MU 8800-7-8005 was entered into in 1987 for the mutual interests of both the COUNTY and the SERVICE, as well as the interests of the residents of Wawona, Section 35 and the general public; and

WHEREAS, Agreement Number M-YOSERV003 (Board of Supervisors Resolution No. 16-181) was entered into in 2016 for the mutual interests of both the COUNTY and the SERVICE, as well as the interests of the residents of Wawona, Section 35 and the general public; Agreement Number M-YOSERV003 superseded and replaced Agreement Number MU 8800-7-8005; and

WHEREAS, ARTICLE III, Section C, Provision 7 of Agreement Number M-YOSERV003 (Board of Supervisors Resolution No. 16-181) ~~ARTICLE II, Section C, Provision 3 of Agreement Number MU 8800-7-8005~~ requires designated representatives of the COUNTY and the SERVICE to meet and confer annually concerning the AGREEMENT to discuss the need for modification of the agreement; and

WHEREAS, ~~modifications~~ a new ~~to the~~ AGREEMENT ~~are~~is necessary as Agreement Number M-YOSERV003 (Board of Supervisors Resolution No. 16-181) has expired~~to reflect current conditions and subsequent agreements~~; and

WHEREAS, this AGREEMENT reflects the Wawona Town Plan Guiding Principle describing the intent of the SERVICE to work collaboratively with appropriate county officials and representatives of the Wawona Town Plan Advisory Committee, regarding all planning and development in the community; and

WHEREAS, the COUNTY and the SERVICE have the authority to enter into this AGREEMENT and believe it is in their mutual interest, as well as the residents of Wawona, Section 35 and the general public, to do so.

NOW THEREFORE, the PARTIES hereby mutually agree as follows:

ARTICLE II. LEGAL AUTHORITY

54 U.S.C. 100101 directs the Secretary to promote and regulate the National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely, conservation of the scenery and natural and historic objects and wild life therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III. STATEMENT OF WORK

A. The COUNTY shall within the private lands in Wawona, Section 35, subject to availability of funds:

1. Issue building permits and make building inspections on private lands in Wawona, Section 35. The basis for issuing permits and making inspections will be the California Code of Regulations Title 24, Parts 1-12 as adopted by the Board of Supervisors, other applicable State law and local ordinances and the Wawona Land Use Regulations, as described in Paragraph III (C) (6) below.

2. Provide the services of the County Environmental Health ~~Department~~Unit, which include issuing permits and making inspections on private lands in Wawona, Section 35 for private sewage disposal systems and wells. Services and permits also include those provided by the Air Pollution Control District.

3. Provide mental health, behavioral health and social services for Wawona, Section 35 residents consistent with those services that are available to all other County residents.

4. Provide welfare services to residents of Wawona, Section 35 consistent with services provided to other County residents.

5. Provide maintenance for all designated county maintained roads on the same basis as provided throughout Mariposa County.

6. Issue encroachment permits for all designated ~~county maintained~~county-maintained roads on the same basis as provided throughout Mariposa County.

7. Administer a contract with a private trash hauling company for solid waste removal services in the community.

8. Coordinate the pine needle removal program and bulky items (trash) removal program if available.

B. The SERVICE shall, within private lands in Wawona, Section 35, subject to availability of funds:

~~1. Continue to provide a dedicated ambulance properly staffed and equipped for immediate service into Wawona, Section 35.~~

~~2.~~1. Provide a wastewater treatment system for Wawona, Section 35, to the extent of existing infrastructure and system capacity.

~~3.~~2. Provide a potable water system for existing previously connected Yosemite National Park water service accounts in Wawona, Section 35. Section 35 water service customers will be subject to all water conservation measures as established by the ~~SERVICE~~Superintendent. New water service requests must first drill ~~its~~ their own water well permitted by County Environmental Unit, or seek to connect to a private shared well system. New water service requests will be considered on a ~~case by case~~case-by-case determination and are not guaranteed.

~~4.~~3. Adhere to due process of federal law, regulation and policy in accordance with congressional direction and pursuant to NPS policy as found in Director's Order #25: Land Protection: Sec. 3.6 prior to instituting any condemnation proceedings affecting private land in Wawona Section 35. The SERVICE shall give the COUNTY thirty (30) calendar days prior written notice of intended condemnation proceedings; said notice shall be directed to the Chair of the Mariposa County Board of Supervisors.

C. The PARTIES mutually agree:

1. Responsibilities for Law Enforcement shall be as specified in the General Agreement between the United States National Park Service Yosemite National Park~~, California~~ and ~~the~~ Mariposa County ~~Sheriff's Office~~, Agreement Number ~~U880812PX0003~~M-YOSETV001 (Board of Supervisors Resolution No. 17-10) entered into in ~~2012~~January 2017, or as amended.

2. Responsibilities for providing and maintaining public library services in Wawona, Section 35 shall be as specified in the Agreement between the National Park Service Yosemite National Park and the County of Mariposa for the County Public Library, Wawona, Agreement Number AG 8800-96-005 entered into in October 1996, or as amended. ~~The agreement was extended in November 2017 (Board of Supervisors Resolution No. 17-753).~~ The agreement was extended in March 2022 (Board of Supervisors Resolution No. 22-166)

3. Responsibilities for fire protection shall be as specified in the Reciprocal Fire Protection Agreement between The United States Department of Interior National Park Service Yosemite National Park and the County of Mariposa, Agreement Number ~~F8803110001~~G8803170001 (Board of Supervisors Resolution No. 17-11) entered into in ~~October~~ January ~~2011~~2017, or as amended. This agreement was extended in November 2021 (Agreement Number G8803170001 Modification 01 and Board of Supervisors Resolution No. 21-595).

4. Responsibilities for Emergency Medical Service shall be as specified in the Memorandum of Agreement For Emergency Medical Service between the County of Mariposa and the United States Department of the Interior, National Park Service Yosemite National Park~~and the County of Mariposa~~, Agreement Number ~~P880811PX0001~~M-YOSEUV008 (Board of Supervisors Resolution No. 18-287), entered into in ~~October~~June~~,~~ ~~2011~~2018, or as amended.

Commented [LJL1]: This is covered in C.4 below. The park has just submitted a renewal EMS agreement with Mariposa County that covers Section 35 as well.

Commented [LJL2]: With the WWTP upgrades there is capacity for future expansion upon request and connection payments by residents. I don't know if the infrastructure is available to every lot in Sec. 35.

Commented [LJL3]: This the park can no longer do this. The park is not accepting any new water service requests due to the drought. Owners are directed to drill their own well if County Environmental will issue a permit. If a permit is not possible then the park will consider but not guarantee water service. They also must first check on the availability of shared private wells and/or the Redwoods water system. Connections are not guaranteed or entitled.

5. Responsibilities for Behavioral Health Care shall be as specified in the General Agreement between the United States Department of the Interior, National Park Service Yosemite National Park and ~~the~~ County of Mariposa, California Agreement Number ~~MYOSERV001~~MYOSERV001 (Board of Supervisors Resolution No. 20-446), entered into in June~~, 2015~~2020, or as amended.

6. Land use control on private lands in Wawona, Section 35 will be governed by the Wawona Specific Plan and any adopted implementing ordinances, both of which may be amended from time to time, as approved and adopted by COUNTY and as approved by the SERVICE. The Wawona Specific Plan, as adopted or amended, is by this reference incorporated herein. Said Wawona Specific Plan Land Use Policies, Regulations and Maps, and any adopted implementing ordinances, as amended from time to time, shall be a part of this AGREEMENT by reference. Land use control on private lands in Wawona, Section 35 will also be governed by California State Statutes and Mariposa County Code. Where inconsistencies exist among the Wawona Specific Plan, California State Statutes and Mariposa County Code, the most restrictive requirement shall apply.

7. The Chair of the MARIPOSA COUNTY BOARD OF SUPERVISORS and the Superintendent of Yosemite National Park shall each designate a maximum of three (3) representatives to make or receive requests for their respective agencies for special services under this AGREEMENT. One COUNTY representative shall be the Chair of the Wawona Town Planning Advisory Committee or his/her designee. Such persons will hereinafter be referred to as "DESIGNATED REPRESENTATIVES."

8. The DESIGNATED REPRESENTATIVES ~~shall~~ may meet and confer annually concerning the AGREEMENT to discuss any need for modification of the AGREEMENT and/or the Wawona Specific Plan, as above described. Said DESIGNATED REPRESENTATIVES may recommend modifications to their respective agencies. Any modification will be by mutual agreement of both PARTIES, following review by the Wawona Town Planning Advisory Committee. Amendments to the Wawona Specific Plan or the AGREEMENT shall be processed pursuant to applicable specific plan provisions and all other applicable policies, statutes and ordinances. The responsibility to chair these annual meetings shall alternate each year; Mariposa County shall chair the first meeting.

9. The officers, agents, and employees of the COUNTY performing services under this AGREEMENT shall not be considered as agents of the SERVICE, or otherwise coming within the scope of Federal employment and none of the benefits of federal employment will be conferred under the AGREEMENT. Officers, agents, and employees of the SERVICE performing services under this AGREEMENT shall not be considered as coming within the scope of COUNTY employment and none of the benefits of COUNTY employment will be conferred under this AGREEMENT.

10. The COUNTY and the SERVICE are obligated to provide the services specified in this AGREEMENT only to the extent that personnel and equipment are available. Cessation of any current service may not occur until notice is served to the PARTIES specified in this AGREEMENT a minimum of 90 days prior to cessation.

11. All applicable immunities enjoyed by SERVICE and COUNTY shall apply to their participation in rendering assistance under this Agreement. To the extent required by the Federal Tort Claims Act, the United States will be liable for the acts of its employees acting within their course and scope of employment. To the extent required by California law, the County will be liable for the acts of its employees acting within the course and scope of their employment.

ARTICLE IV. TERM OF AGREEMENT

The term of the AGREEMENT shall be five (5) years from the date of execution. The agreement shall be reviewed as provided ~~herein, and~~herein and may be renewed and/or modified by the mutual consent of the PARTIES. Upon notification by either PARTY of the intention to terminate the AGREEMENT, public hearings will be held by the PARTY proposing termination, prior to but no less than one (1) month before the expiration of the AGREEMENT to determine whether or not the AGREEMENT should be terminated. Following the public hearing, the termination order, if approved, will be executed by the Regional Director if the SERVICE has determined not to renew, or by the Chair of the Board of Supervisors if the COUNTY has determined not to renew.

ARTICLE V. KEY OFFICIALS (NPS AND MARIPOSA COUNTY)

The Superintendent, Yosemite National Park, P.O. Box 577, Yosemite, California 95389 and the Chair, Board of Supervisors, Mariposa County, P.O. Box 784, Mariposa, California 95338 shall be the officials responsible for this Agreement.

Pursuant to Article III, C.8 of this AGREEMENT, a written report of any meeting between DESIGNATED REPRESENTATIVES shall be forwarded to the Key Officials established herein and the Chair of the Wawona Town Planning Advisory Committee, prior to the 31st day of December of any given year. The report shall be discussed as an agenda item for the next scheduled Wawona Town Planning Advisory Committee meeting.

ARTICLE VI. REQUIRED CLAUSES

A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

B. NPS Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.

C. Limitations on Lobbying. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition

to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

D. Compliance with Applicable Laws. This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the COUNTY.

F. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States of America, or to any benefit to arise thereupon.

G. No Agency. The COUNTY is not an agent or representative of the United States of America, the Department, or NPS, nor will the COUNTY represent itself as such to third parties. NPS employees are not agents of the COUNTY and will not represent themselves as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the COUNTY and NPS.

H. Public Information Release

1. The COUNTY will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service or position which the COUNTY represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the COUNTY or considers the COUNTY's work product to be superior to other products or services.

2. The COUNTY will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

   "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

3. The COUNTY will obtain prior NPS approval from the Park public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.

ARTICLE VII. SIGNATURES

THE NATIONAL PARK SERVICE: COUNTY OF MARIPOSA:

Agreement Number: _____~~M-YOSERV003~~

By: _____
~~Don L. Neubacher~~Cecily Muldoon
Superintendent
Yosemite National Park

Date: _____

By: _____
~~John Carrier~~Rosemarie Smallcombe, Chair
Board of Supervisors
County of Mariposa

Date: _____

ATTEST:

_____
~~René LaRoche~~Danielle Bondshu
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

AGENDA ITEM 7

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: September 30, 2022

To: Wawona Town Planning Advisory Committee (WTPAC)

From: Sarah Williams, Director

Topic: Accessory Dwelling Units (ADUs) in Wawona

Introduction:

California Government Code (state law) Section 65852.2 (excerpt attached) allows for accessory dwelling units (ADUs) in areas zoned to allow single-family or multifamily dwelling residential uses. This state law establishes that the local jurisdiction (Mariposa County) may consider adequacy of water and sewer services, and the impact of ADUs on traffic flow and public safety in determining where ADUs may be permitted. The state law establishes that, if the local agency is not the provider of water or sewer services, the local agency shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where ADUs may be permitted.

Mariposa County Code, Section 17.108.150 allows one secondary dwelling unit (ADU) on an established parcel of land in all zones except commercial and industrial. This section of code applies to parcels county wide, and in communities where the adopted area plan does not address these units.

The Wawona Town Plan does not allow for secondary dwelling units (ADUs).

At the last WTPAC meeting in 2021, member Mee asked to revisit the allowance for second residences on parcels in Wawona.

1987 Wawona Town Planning Area Specific Plan

The first Wawona Town Plan document was adopted on October 13, 1987. This plan did not allow for secondary dwelling units (ADUs). This disallowance was based on the Environmental Impact Report (EIR) adopted for the plan in 1987 and the Ordinance approving the plan provisions (in code).

An excerpt from the ordinance (attached) reads,

"Whereas, the Specific Plan and EIR identified the following specific constraints within the community's infrastructure which precludes consideration of second dwelling units in accordance with section 66852.2 of the Government Code:

A. The limited capacity relative to water supply and sewage disposal;
B. The inability of existing streets and roads to handle the additional traffic;
C. The existence of many building sites not satisfying minimum parcel size requirements;
D. The potential impact on the unique flora and fauna in the area;
E. The potential excessive demand on essential services such as fire protection, police protection, solid waste disposal and road maintenance;
F. The potential impact on natural terrain and drainage features, and loss of essential open space and scenic area…"

The 2012 Wawona Town Planning Area Specific Plan Update

The Wawona Town Plan was comprehensively amended in 2012. This amended plan did not allow for secondary dwelling units (ADUs). This disallowance was also based on the environmental review document (a negative declaration) adopted for the plan in 2012.

An excerpt from Section B.14.a, b, c, d, e. Public Services in the initial study (negative declaration) (attached) reads,

"The Wawona Specific Plan Update will continue to prohibit the construction or creation of secondary residences on parcels in the Wawona TPA. This prohibition has been found necessary to reduce growth inducing impacts in the Wawona area on roads, drainage, erosion, open space, scenic resources, biological resources, water, wastewater facilities, and other public facilities. The Housing Element (of the General Plan) acknowledges this prohibition since it does affect the availability of affordable housing, but it recognizes that these environmental concerns outweighs the need for affordable housing.

Process to Amend Wawona Town Plan for ADUs

The process to amend the Wawona Town Plan to allow for ADUs would necessitate a General Plan (Area Plan) amendment.

The General Plan (Area Plan) amendment would require the support of the National Park Service, which has joint jurisdiction in the community of Wawona. NPS also operates the community sewer and water systems. While the community sewer system has recently been upgraded, the water system, which relies on surface water, has been significantly impacted by extended drought conditions.

The amendment would require an environmental review document, which addresses the constraints identified in the prior environmental review documents. Because there haven't been any significant changes in the community's water supply, streets and road systems (including width, surfacing and dead-end road length), small parcel sizes, and community services (including fire protection, policy protection, solid waste disposal, road maintenance), and unique flora and fauna, etc., **it is very unlikely that an amendment to the town plan would be successful**. These previously identified significant impacts have not changed (and have not been mitigated) and could not be mitigated without significant and costly improvements in the infrastructure listed above.

FindHOALaw Powered by

GOVERNMENT CODE SECTION 65852.2. ACCESSORY DWELLING UNITS.

(a)

(1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B)

(i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

MARIPOSA COUNTY ORDINANCE NO. 697

AN ORDINANCE AMENDING TITLE 17 OF THE MARIPOSA COUNTY CODE ENTITLED ZONING, BY AMENDING CHAPTER 17.06 ZONING MAP.

WHEREAS, The State of California in Section 65800 et seq. of the Government Code authorizes local agencies to regulate land use through adoption of zoning ordinances, and

WHEREAS, the State of California also requires in Section 65860 of the Government Code that zoning ordinances be consistent with adopted general plans, and

WHEREAS, the County of Mariposa pursuant to Section 65450 of the Government Code has adopted the Land Use Policies and Standards Element of the Wawona Specific Plan as means of further implementing the County General Plan, and

WHEREAS, the County of Mariposa has prepared and certified an Environmental Impact Report in accordance with the provisions of the Public Resources Code and the County Environmental Review Policies and Procedures; and

WHEREAS, the Specific Plan and EIR identified the following specific constraints within the community's infrastructure which precludes consideration of second dwelling units in accordance with section 66852.2 of the Government Code:

A. The limited capacity relative to water supply and sewage disposal;

B. The inability of existing streets and roads to handle the additional traffic;

C. The existence of many building sites not satisfying minimum parcel size requirements;

D. The potential impact on the unique flora and fauna in the area;

E. The potential excessive demand on essential services such as fire protection, police protection, solid waste disposal, and road maintenance.

F. The potential impact on natural terrain and drainage features, and loss of essential open space and scenic areas; and

WHEREAS, the County of Mariposa has determined it is necessary to amend its zoning ordinance to carry out the intent of the Specific Plan.

NOW THEREFORE, the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby ordains as follows:

SECTION I: Chapter 17.06 is amended by adding the following sections to read as follows:

17.06.020 Maps included in text by reference. To effectively implement the policies of the Wawona Specific Plan, the contents of the plan and maps, and all amendments thereto are hereby adopted and included by reference as part of this title, pursuant to Sections 65800 et seq. of the Government Code, as though they were fully set forth herein.

A. All districts set forth in the plan shall be known as principal zoning districts.

B. Specific standards or provisions within any principal district may be modified or supplemented when said principal district is combined with a combining district.

SERVICES	significant impact	with mitigation incorporation	significant impact	impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				√
b) Police protection?				√
c) Schools?				√
d) Parks?				√
e) Other public facilities?				√

B.14.a, b, c, d, e. Public Services

The proposed project would have a significant environmental impact if the project necessitates construction of new public service facilities or expansion of such services facilities to maintain acceptable service ratios, response times, or other performance objectives and that construction creates significant environmental impacts.

Potential impacts to public services and utilities, including law enforcement, ambulance, fire protection, water supply, sewage treatment and disposal, solid waste removal, recreation, and schools were analyzed in the EIR for the 2006 Mariposa County General Plan. General Plan EIR Section 4.4.3 lists the land use, economic development, housing, circulation, infrastructure and services, conservation and open space, local recreation, regional tourism, and safety policies that guide future land use decisions to fulfill Mariposa County General Plan goals and objectives. The General Plan EIR found that build-out of the General Plan could create a demand for additional school capacity that cannot be met by existing or planned capacity. This is a significant and unavoidable impact.

The Wawona Specific Plan Update will continue to prohibit the construction or creation of secondary residences on parcels in the Wawona TPA. This prohibition has been found necessary to reduce growth inducing impacts in the Wawona area on roads, drainage, erosion, open space, scenic resources, biological resources, water, wastewater facilities, and other public facilities. The Housing Element acknowledges this prohibition since it does affect the availability of affordable housing, but it recognizes that these environmental concerns outweigh the need for affordable housing

The Wawona Specific Plan Update essentially maintains the regulations and standards that are currently in place, and makes only a minor changes to structure lot coverage on the larger one-acre parcels within the

Brownstein

Brownstein Hyatt Farber Schreck, LLP
805.963.7000 main
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101

March 18, 2025

Jessica L. Diaz
Attorney at Law
805.882.1416 direct
jdiaz@bhfs.com

VIA EMAIL AND U.S. MAIL

Mariposa County Board of Supervisors
Attn: Danielle Bondshu, Clerk of the Board
Board-clerk@mariposacounty.org
P.O. Box 784
Mariposa, CA 95338

Attn: Acting Superintendent, Yosemite National Park
National Parks Service
P.O. Box 577
Yosemite, California 95389

Attn: David Szymanski, Regional Director
National Park Service
555 Battery Street, Suite 121
San Francisco, CA 94111

RE: Water and Wastewater Service Obligations to the Wawona Community

Dear Mariposa County Board of Supervisors and National Parks Service:

I write on behalf of our client, the Wawona Area Private Property Owners Advocates ("**WAPPOA**"), a non-profit 501(c)(4) organization originally formed as an unincorporated association in the 1970's for the preservation and protection of the Wawona area as a privately owned community, in the face of federal enforcement of land use controls and the exercise of eminent domain on privately owned land within the boundaries of Yosemite National Park. Since 2018, WAPPOA has operated as a non-profit 501(c)(4) organization. Our law firm has been engaged to protect the interests of WAPPOA's members with respect to water and wastewater services historically provided by the National Parks Service ("**NPS**"). WAPPOA members are seriously concerned that NPS has improperly renounced its obligation to provide potable water service to new connections within the Wawona community—a renunciation of duty that is absent any financial, legal, or hydrological justification.

Rather than upholding its contractual commitment to provide water service to ***all*** of Wawona, including new or replacement service connections, NPS' more recent proposals and positions would require property owners to either drill their own groundwater wells or connect to private water

systems, with requests for new service connections considered solely on a case-by-case basis and with no guarantee of service.

As a matter of policy and fairness, NPS' changed position creates unnecessary uncertainty and economic jeopardy for Wawona's private property owners, with no ecological or financial benefit.

NPS' retreat from its longstanding service obligation to the Wawona community is also legally infirm. It is an anticipatory breach and/or repudiation of NPS' obligations under its Memorandum of Understanding ("MOU") with the County of Mariposa ("**County**"), to which Wawona property owners are third-party beneficiaries. To the extent the County and NPS are proceeding as if the MOU has expired, this is plainly inconsistent with the procedural requirements for a public hearing and formal, executed orders if either the County or NPS determines not to renew the MOU. Finally, NPS' position on new service connections encourages increased reliance on private groundwater wells, which is an environmental impact not contemplated under the National Environmental Policy Act ("**NEPA**") analysis for NPS' reconstruction of the water system in the 1980s. No NEPA or the California Environmental Quality Act ("**CEQA**") has ever been performed for a shift from NPS' water system to private groundwater wells.

On behalf of WAPPOA, we therefore urge the County and NPS to reinstate its prior position under the legally effective MOU, which requires water service to <u>all</u> parcels in Wawona (i.e., Section 35), including new connections to both developed and undeveloped parcels. This is the correct result from an environmental, economic, and legal perspective, and is required for consistency with the reasonable expectations on which the Wawona community has relied for nearly four decades.

I. Jurisdiction Over Wawona as a Privately Owned In-Holding and Negotiation of the MOU

In June 1985 the State Lands Commission accepted retrocession of jurisdiction from the U.S. Department of Interior, enacting shared, concurrent state-federal legislative authority over the Wawona community. In 1987 NPS and the County executed an MOU providing for the respective responsibilities of each public agency. Among the obligations assumed by NPS under that agreement was to "[p]rovide a potable water system" for Wawona. That MOU had a 20-year term with an automatic renewal for an additional 20 years, running until the year 2027.

On April 19, 2016, the County Board of Supervisors adopted Resolution 2016-18, rescinding and replacing the MOU with an amended MOU ("**Amended MOU**"). The Amended MOU had a five-year term and provided for subsequent renewal based on mutual consent of the parties. However, the Amended MOU also imposed specific procedural requirements for termination if either NPS or the County decided not to renew, requiring a public hearing no less than one (1) month before the proposed termination date. Following the public hearing, the termination order, if approved, must be executed by the NPS Regional Director if NPS has determined not to renew, or by the Chair of the

Board of Supervisors if the County has determined not to renew. To our knowledge, there was no public hearing that occurred at least one month prior to any proposed termination date, no termination order executed by the NPS Regional Director, and no termination order executed by the Chair of the County Board of Supervisors. ***Accordingly, the Amended MOU remains in effect.***

II. NPS' Anticipatory Breach of the Amended MOU

On or around October 7, 2022, NPS proposed a new MOU, disavowing NPS' obligation to provide potable water service for new connections and directing property owners to drill their own well, and emphasizing that if a new well was not possible, no connection would be guaranteed.

As of 2022, there were 511 total parcels in Wawona. 165 parcels are owned by the NPS, leaving 346 privately owned parcels. According to the NPS's 1985 Environmental Assessment for the reconstruction of a water system, there were 240 developed homes in Wawona. We estimate that 10 private residences have been constructed since 1985 bringing the total number of developed parcels to approximately 250 and the total number of potentially developable private parcels to approximately 96. All parcels have an NPS water service connection in close proximity of the parcel property line, but only some developed private parcels are served by the NPS water system. Developed parcels are served drinking water by either the NPS, the Redwoods, Camp Chilnualna, Camp Wawona (Seventh Day Adventist) or independent private wells. Accordingly, NPS' retreat from its potable water service obligations will have lasting consequences for both developed and undeveloped private parcels in Wawona that are not already served by the NPS water system. If alternative water supplies or private wells fail in the future, these owners are left with no guarantee of water service.

III. Environmental Impacts That Have Not Been Analyzed

In 1985 NPS completed and publicly circulated an Environmental Assessment under NEPA for the reconstruction of a water system. NPS subsequently issued a "Finding of No Significant Impact" ("**FONSI**"). According to that FONSI, the analysis of the proposed NPS water system "included service to existing NPS and concessionaire operations plus expansion to NPS holdings in Section 35, expansion to non-NPS owners in Section 35, and ***expansion to all of Section 35 plus enlargement of the hotel and enlargement and relocation of the campground***." (Emphasis added.)

If NPS and the County determine not to renew the Amended MOU under the procedures set forth therein, this would be a new project with potential environmental effects that have not been analyzed, requiring review under both NEPA and the CEQA. As noted above, the original EA and subsequent FONSI for the NPS potable water system were predicated on a water system that served <u>all</u> parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of

encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells. Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA.

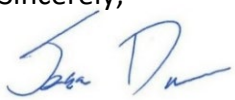
IV. The Need for County Enforcement of the MOU and Constructive Engagement by NPS

On behalf of Wawona property owners, we urge the County to enforce the terms of the Amended MOU and ensure adequate water and wastewater services to Wawona residents. If the County is not willing to enforce the terms of the Amended MOU as the signatory, Wawona property owners will be forced to act. The residents of Section 35 are specifically named in the Amended MOU and are third-party beneficiaries with contract remedies. There is no reason Wawona property owners should be required to file litigation merely to ensure an adequate potable water supply in accordance with their decades-long expectation.

Furthermore, we understand the County is considering the elimination of the Wawona Town Planning Advisory Committee ("**WTPAC**"). According to the Amended MOU, any proposed modification must be forwarded to the Chair of the WTPAC, reviewed, and discussed as an agenda item at the next WTPAC meeting. The WTPAC provides advice to the County Board of Supervisors on all issues affecting private property in Wawona. The WTPAC must be retained given its defined role in the Amended MOU and its critical relationship to the existing shared federal/county jurisdictional framework in Wawona.

We are happy to provide further information or facilitate any meeting or further communication that would be helpful to the resolution of this issue.

Sincerely,



Jessica L. Diaz
Legal Counsel for WAPPOA

I. 7

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 5/3/2025 9:19 AM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Submitted by: T Yost
Email Address: [redacted]gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/759/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: To Whom it may concern; RE: Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community Wawona (Chair Smallcombe). As a long time Wawona property owner, my views strongly align with the following: Reject the NPS proposed amendments to the MOU that would take away the current guaranteed water and sewer services for Wawona Negotiate with NPS to restore the 20-year renewing term of the MOU Actively enforce the current MOU provisions Thank you, David Yost

I.7

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 5/4/2025 8:47 AM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Submitted by: James S.
Email Address: [redacted]net

Commented on event: https://mariposacoca.portal.civicclerk.com/event/759/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: May 6,2025 Regular Agenda Item I. 7. My name is James Stephens and I am an owner of the property [redacted]n Wawona. My family built our cabin in1968 and have been part of this community ever since with good relationships with the National Park Service in Yosemite and Mariposa County. Over the years, thousands of visitors have stayed at our cabin and enjoyed the park. As long-time residents and taxpayers, we have always counted on the government to help protect our interests in this unique area. Now, we are extremely concerned that put in a drought situation there will no longer be access to water due to proposed amendments to the MOU. This would effectively end our ability to rent our cabin, as well as several other cabins and homes in Wawona. Please consider the following: • Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987. • Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future. • Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells. • The NPS denial of a connection to existing developed parcels does not comply with current zoning. • Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona. • Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source. • The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona. Thank you for your help and continued support with this vital issue. James H.Stephens and family

I.7

Outlook

Regarding WTPAC recommendations to NPS

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

From JANE WINWARD < @verizon.net>
Date Sun 5/4/2025 10:56 PM
To Board Clerk <board-clerk@mariposacounty.org>

[Some people who received this message don't often get email from @verizon.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Board of Supervisors Mariposa County
5100 Bullion Street
Mariposa, CA 95338

Dear Members of the Board,

I am writing today to address WTPAC's recommendation regarding recent NPS's proposed amendments to the MOU impacting current guaranteed water and sewer services in Wawona. I would request that the board negotiate with the NPS to restore the 20 year renewal of the MOU while actively enforcing the current MOU provisions.
As long time private property owners in Wawona, our family, friends and neighbors have come to rely on WTPAC to share our community concerns and needs with the board. We hope in turn that you, the Board of Supervisors, will represent our Wawona community in negotiating those concerns with the National Park Service.

Respectively,
Jane Winward

Sent from my iPad

I.7

Outlook

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7.

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

From Julie O'Rielly [redacted]du>
Date Sun 5/4/2025 9:57 PM
To Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from [redacted] du. Learn why this is important

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7.
Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of
Wawona (Chair Smallcombe)

Dear Board of Supervisors,

I am a resident of Wawona and am deeply concerned about the changes that the NPS is trying to make to our Memo Of Understanding. As I understand it, NPS is trying to change the wording to say they would not be responsible for providing potable water to Wawona residents in the event of a severe drought.

This change, obviously, would be very detrimental to Wawona residents, and of course WTPAC has never accepted such a wording change to the MOU.

We obviously need potable water in Wawona during a drought to survive. It would be understandable to *ration* potable water, but to say NPS isn't responsible for providing any potable water would, of course, be inhumane and disastrous to our community.

And, I would like to note that my house in Wawona used to have its own private well which was drilled in the early 1950s. The previous owner of our house said that the well ran beautifully, but, alas, in the mid-1980s, NPS ran sewer and water lines down the middle of the road and NPS condemned our home's well saying it was too close to the sewer line which NPS had just installed.
Never having had access to the well ourselves, we have always appreciated the NPS water and sewer at our house, and would certainly appreciate and expect it to continue even, understandably, if water needed to be rationed during times of drought.
And, since our home used to have a well, but was forced by NPS to hook up to their water and sewer systems, it seems to me that NPS should definitely be responsible for continuing to supply potable water.

Proposed changes, such as this potable water issue in our MOU, exemplify the need for the participation and continuance of our WTPAC committee to speak up for the needs of Wawona property owners.

Thank you for listening.

Sincerely,

Julia O'Rielly

Wawona, CA

Outlook

I.7

Comment on May 6 BOS Agenda Item #7

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

From Kim Heuvelhorst gmail.com>
Date Sat 5/3/2025 4:15 PM
To Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from gmail.com. Learn why this is important

Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987.

· Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.

· Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.

· The NPS denial of a connection to existing developed parcels does not comply with current zoning.

· Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.

· Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source.

· The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

I.7

Outlook

Wawona Town Plan Advisory Committee continuation

From Marty Cerles <[redacted]et>
Date Sun 5/4/2025 10:24 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Board of Supervisors:

Please vote for the continuation of the Wawona Town Plan Advisory Committee. Wawona is unique as there is a MOU between the County and the National Park Service that includes the input of the Wawona Property owners. I trust that Supervisor Smallcombe will share the concerns of the Wawona property owners at the Board meeting.

Thank you.

Marty Cerles

Wawona CA

I.7

Outlook

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and M...

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

From Pat Sischo < net>
Date Sat 5/3/2025 11:47 AM
To Board Clerk <board-clerk@mariposacounty.org>
Cc Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>

[Some people who received this message don't often get email from .net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

We have owned our Wawona home since 1972 and we retired in 1994 and became permanent residents of Wawona since our retirement.

We support WAPPOA attorney's position and WTPAC's recommendations on the proposed amendments to the MOU that would take away the current guaranteed water and sewer services for Wawona.

Negotiate with NPS to restore the 20 year renewing term of the MOU and actively enforce the current MOU provisions.

WTPAC is our best partner in making sure Wawona is represented and included in discussions between Mariposa County and NPS regarding future decisions affecting Wawona.

Thank you,
Dave and Pat Sischo

Wawona, CA 95389
Sent from my iPad

I.7

Outlook

Wawona Resident Input to May 6 Mariposa County Supervisors meeting

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

From Rich Apple < du>
Date Sun 5/4/2025 10:12 PM
To Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from edu. Learn why this is important

WAWONA RESIDENT INPUT TO: Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe).

Mariposa County Board of Supervisors:

Please do adopt only a Memo Of Understanding (MOU) between the county of Mariposa and NPS regarding Wawona that keeps the guarantee of water and sewer services for Wawona. Do not allow the Park to eliminate their responsibility to guarantee potable water and continued sewer service for Wawona. Those items have been a part of the MOU for many many years, and must continue.

We reside in our cabin in Wawona, and in the event of a drought, not getting any help for potable water would be a life-changing hardship, much like it would anywhere. It is entirely reasonable in the event of a drought that our entire town would practice limiting water usage (rationing), which everybody should always do anyway. We certainly do!

Whatever role our planning advisory committee (WTPAC) has, or will have as a different committee if it is indeed dissolved by the County as a "Planning Advisory Committee," it should have a say in the MOU. Perhaps the MOU really is just between the County and the Park as regards Wawona like Wawona is a dependent child, but if it is like that, the County or the Park should not leave it so Wawona can just dry up and blow away like a tumbleweed in the event of a drought.

The elimination of the guarantee for these services alone would probably hit property values in Wawona like a ton of bricks, so there is that to consider as well.

We bought our cabin from the granddaughter of the original builder/owner, who was one of the three "Bruce" girls who were adopted and raised by the Washburns after their parents died young. (In case you know Wawona history much.) And the woman we bought the cabin from can remember her mother (daughter of that original "Bruce" cabin owner) crying as NPS poured cement down the well for the cabin because when they (NPS) put in the sewer and water system, they ran the sewer too near the well and condemned it.

So yes, if not for NPS putting in the services, our cabin would be independent of NPS water.

Thank You,
Rich Apple

Wawona, CA 95389

I. 7

Outlook

Comment for May 6, 2025 Regular Agenda Item I. 7.

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

From Liana Eskola [redacted]gmail.com>
Date Sun 5/4/2025 8:22 AM
To Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from [redacted]gmail.com. Learn why this is important

Board of Supervisors,

I write in regards to:
The May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe).

As a fourth-generation resident and taxpayer of Wawona, California, I write to urge you in the strongest of terms to protect guaranteed water and sewer services to private properties in Wawona, which have been enshrined in the Mariposa County-National Park Service Memorandum of Understanding since 1987. Should the unfortunate impacts of climate change continue to affect my small, beloved community, homeowners like myself could fall victim to a lack of potable water and have no recourse to seek it by other means. Attempts by individuals to ameliorate this future condition could lead to the drilling of new wells, pumping up groundwater, and further straining our already stressed natural resources. Losing access to water would have the catastrophic effect of tanking property values and the significant property tax base in the community of Wawona, which would directly harm the County and the entire economic base of southern Yosemite National Park. The National Park Service has prevented existing developed parcels from connecting to current water systems in defiance of current zoning laws. Wawona needs the County to step up as an advocate for its taxpayers, as it has in the past, and now urge the NPS to develop a comprehensive plan to connect Wawona to other water systems or supplemental water sources. As an equal sovereign over Wawona, Mariposa County must take responsibility for its residents' access to water now and in the future. Please hear me when I say that Wawona is a family community that does not deserve to be left high and dry by the County and the NPS--it is a beloved home for many generations of people who want the same rights as every other Californian: to have adequate public services for the taxes they pay.

Thank you,

Liana Eskola
Fourth generation Wawonan
[redacted]., Wawona, CA

Outlook

1.7.

Wawona WTPAC concern

From Annette Stephens
Date Sun 5/4/2025 7:40 PM
To Board Clerk <board-clerk@mariposacounty.org>
Cc Annette Stephens

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from stephensac@aol.com. Learn why this is important

Board of Supervisors:

As a taxpayer of Mariposa County please protect my property rights in Wawona. The existence of WTPAC has protected my property/water rights because of the County-NPS MOU since 1987. For the past 38 years Mariposa County has acted in the best interest of its property owners in Wawona. Please continue to support WTPAC and continue to help your Mariposa County tax paying property owners.

I sincerely hope Supervisor Rosemary Smallcombe has expressed to her supervisor colleagues how important WTPAC is to the Wawona property owners.

Annette Stephens

Wawona CA

Sent from my iPad

Outlook

I. 7.

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and M...

From A O L MAIL <flyingbm@verizon.net>
Date Sat 5/3/2025 10:46 AM
To Board Clerk <Board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from flyingbm@verizon.net. Learn why this is important

Please consider my following position:

- Reject the NPS proposed amendments to the MOU that would take away the current guaranteed water and sewer services for Wawona
- Negotiate with NPS to restore the 20-year renewing term of the MOU
- Actively enforce the current MOU provisions
- Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987.
- Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.
- Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.
- The NPS denial of a connection to existing developed parcels does not comply with current zoning.
- Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.
- Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source.

The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona
Thank you
Brian Moore

vvawona,

I.7.

To: Mariposa Co. Board of Supervisors May 3, 2025

From: Carol Coyle

Wawona, CA

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Re: Water & Sewer Services to Wawona Resident

Please protect our guaranteed water & sewer services as provided in the Mariposa County – National Park Service MOU since 1987. Without this MOU, we may become stranded with no potable water and may not be able to connect to the sewer system in the future. Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.

Please support what WTPAC recommends the Board of Supervisors do:

- Reject the NPS proposed amendments to the MOU that would take away the current guaranteed water and sewer services for Wawona
- Negotiate with NPS to restore the 20-year renewing term of the MOU
- Actively enforce the current MOU provisions

I base my plea on these items:

1. The NPS denial of a connection to existing developed parcels does not comply with current zoning.

2. The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

3. Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35.

4. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.

5. To carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source.

Outlook

I. 7.

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 5/3/2025 8:01 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Submitted by: Charlotte Gibb
Email Address:

Commented on event: https://mariposacoca.portal.civicclerk.com/event/759/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: RE: Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe). To the Honorable Members of the Mariposa County Board of Supervisors, I am writing with deep concern about the National Park Service's shifting stance regarding its obligations under the 1987 Memorandum of Understanding (MOU) between the County and NPS—a document that has, for nearly four decades, protected Wawona property owners' access to essential water and sewer services. I respectfully urge the County to defend this agreement in full, without concession. This is not a minor bureaucratic issue. Weakening or reinterpreting the MOU would place Wawona's private property owners in a precarious position. If a well becomes unproductive or if physical constraints prevent new well development, parcels could be left with no viable source of potable water. Denying future sewer connections adds another layer of uncertainty. These are not hypothetical risks—they are real consequences for residents who rely on the terms of this agreement to maintain habitability, safety, and value. Even more troubling is the historical context. The Department of the Interior has a long and painful record of overreach in Wawona, with actions that eroded private property rights and sowed distrust in this community. To give ground now—particularly when it concerns guaranteed access to water—would not only jeopardize residents today, but set a dangerous precedent for future encroachments. It reeks of the same institutional overstep our community experienced decades ago. This MOU was the hard-won outcome of that difficult history. Allowing it to be diluted would be a slippery slope. The County's obligation extends beyond the practical—it is also moral and legal. Denying water service to existing developed parcels violates current zoning, threatens property values, and undermines the tax base that helps support this County. Wawona contributes significantly to Mariposa's property and transient occupancy taxes. Undermining infrastructure access in Wawona means undermining economic stability for the region. Mariposa County was a full partner in the State Lands Commission hearings that shaped the current governance in Wawona, and has historically defended those rights with resolve. I urge you to please stand with us again. Without the County's backing, Wawona is powerless to defend itself against further encroachment by the Federal Government. Respectfully, Charlotte Gibb
95389 Wawona Property Owner / Concerned Citizen

Outlook

I. 7.

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sat 5/3/2025 11:04 AM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Submitted by: Corinne Christensen
Email Address:

Commented on event: https://mariposacoca.portal.civicclerk.com/event/759/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: ITEM: Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe). COMMENT: I request that you protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987. If these guarantees and protections of this MOU are lost, private properties in Wawona/Section 35, may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future. Moreover, I would like to call to your attention that neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.

Outlook

1.7.

NPS-County MOU, May 6 Agenda Item 1.7

From Gary Gibb <

Date Sat 5/3/2025 7:21 AM

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

Cc Charlotte Gibb Katy Jacobson

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from Learn why this is important

Hello Board of Supervisors,

As a property owner in Wawona, I urge you to reject the NPS proposed amendments to the MOU that would take away the current guaranteed water and sewer services for Wawona.

Wawona generates significant property tax & transient occupancy tax for the County. And Wawona's visitors come from all over the world to visit the crown jewel of the USA's national park, Yosemite.

Given the unique circumstance of Wawona's in-holding properties, Wawona's water/sewer infrastructure should remain an NPS concern and not a county burden. Moreover, as the saying goes, if it ain't broke then don't fix it. The historical MOU has served the county and the nation very well, please let it continue to do so.

Thank-you.

Regards,

Gary Gibb,

Wawona, CA 94389

Outlook

1.7.

Wawona Potable Water

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

From James Gilmou
Date Sat 5/3/2025 2:17 PM
To Board Clerk <board-clerk@mariposacounty.org>

[Some people who received this message don't often get email from Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Please be certain Wawona residents have potable water in case of a severe drought!

Thank you,

James M. Gilmour

Cel
Work

I. 7.

Outlook

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7.

From John Peterson
Date Sun 5/4/2025 8:45 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from jpeterson@aethoscg.com. Learn why this is important

Dear Board,

As a long time Wawona resident and property owner, I am very concerned about pending action that the Board of Supervisors is considering passing. Specifically, the proposed amendments to the MOU that NPS is proposing would no longer guarantee water and sewer services to Wawona. As a private property owner, I could potentially have a private home that has no potable water. Should this occur, our family property and home to three generations would be uninhabitable and worthless.

I would ask each Board member to put themselves into the shoes of Wawona residents and act in a responsible fashion to protect the Wawona residents rights to water and sewer service and negotiate with NPS to restore the 20-year renewing term of the MOU.

Thank you for your attention in this critical matter and I again urge you to represent the Wawona community to the NPS.

Regards,

John

John Peterson

Wawona, CA 95389

Outlook

I. 7.

Proposed amendments to the County-NPS MOU

From Karen Fuchslin
Date Sun 5/4/2025 4:24 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from karenfuchslin@yahoo.com. Learn why this is important

Good morning;

This email is in regards to:

> Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. ***Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe).***

As a Wawona property owner for more than 30 years, I am very upset (and surprised) to hear that NPS has proposed amendments to the County-NPS MOU that would take away the current guaranteed water and sewer services for Wawona property owners. NPS and private property owners in Wawona have existed cooperatively for many years, and to me, that makes this area special.

If NPS takes away these services, private property owners would have no alternative other than drilling additional wells in Wawona (what would be the impact of having those big drilling rigs in our quiet community?). And, do you really want septic tanks and leach fields in Wawona? What would the environmental impact of this be? You need to take a long term view of this.

I urge you to do the right thing, and protect the guaranteed water and sewer services to Wawona private properties. Reject the NPS proposed amendments to the MOU and negotiate with NPS to restore the 20-year renewing terms of the MOU.

Thank you,
Karen and William Fuchslin

Wawona

I.7.

Outlook

5/6/25 Board of Supervisor's Meeting - Public Comment on Agenda Item I7

From mheuvelhorst@surewest.net
Date Sun 5/4/2025 8:34 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from mheuvelhorst@surewest.net. Learn why this is important

Hello,

I'm writing to support the Wawona private properties and requesting that you take into consideration the points below.

- Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987.
- Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.
- Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.
- The NPS denial of a connection to existing developed parcels does not comply with current zoning.
- Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.
- Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source.
- The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

I am not a resident of Wawona nor a property owner or a Mariposa Co resident. Just someone who has visited almost yearly the National Park and the Wawona cabins for over 35 years.

A concerned Yosemite/Wawona fan,

Mark Heuvelhorst

Outlook

I. 7.

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Sun 5/4/2025 8:30 AM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Submitted by: Michele Ambry
Email Address:

Commented on event: https://mariposacoca.portal.civicclerk.com/event/759/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe) • Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987. • Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future. • Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells. • The NPS denial of a connection to existing developed parcels does not comply with current zoning. • Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona. • Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source. • The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

Outlook

1.7.

Wawona Water Supply

From Stephanie Yee
Date Sat 5/3/2025 9:17 AM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from sly@rivas-yee.com. Learn why this is important

Hello Supervisors,

Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987!

Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.

Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.

The NPS denial of a connection to existing developed parcels does not comply with current zoning.

Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.

Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source

The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

Thank you,

Respectfully,

Stephanie Yee

I. 7.

Outlook

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7.

From Trish Peterson
Date Sun 5/4/2025 8:45 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from trishpeterson@gmail.com. Learn why this is important

My husband, John, and I have been longtime lovers of Yosemite. We used to camp in the Valley with a group of families in the 1970s and 80s. In 1993, we discovered Wawona, and built a log cabin there, which is our family vacation home. We treasure Yosemite, and are now sharing our love with 4 wonderful grandchildren. It's their favorite place in the world!

When you are discussing the MOU proposed change in wording from the NPS regarding our property rights as regards water and sewer, please think about the property owners in Wawona. We are not landlords of rental properties. These are family homes, lived in by people who care deeply about Wawona and Yosemite. Please don't let the NPS come in and take away rights that have traditionally been in place.

The WAPPOA attorney's letter states that the original MOU is not expired, as the NPS would like to believe that. So, please make them stand by the original wording in the MOU. Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987. Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.

Additionally, ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.

Thank you for considering this

Trish and John Peterson

Outlook

I. 7.

Board of supervisors May 6, 2025 Regular Agenda Item I. 7

From VANESSA Bertsche
Date Sun 5/4/2025 4:41 PM
To Board Clerk <board-clerk@mariposacounty.org>
Cc VANESSA Bertsche

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from
Learn why this is important

Hello,

I stand in unity with my fellow Wawoma homeowners in the points listed below.

Please submit comments to all board members:

WTPAC recommended that the Board of Supervisors:

- Reject the NPS proposed amendments to the MOU that would take away the current guaranteed water and sewer services for Wawona
- Negotiate with NPS to restore the 20-year renewing term of the MOU
- Actively enforce the current MOU provisions

Key Messages to Board of Supervisors

- Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987.
- Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.
- Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.
- The NPS denial of a connection to existing developed parcels does not comply with current zoning.
- Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.
- Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source.
- The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

Thank you,

Vanessa Bertsche-Shelton

Outlook

I. 7

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7.

From William Stephens
Date Sun 5/4/2025 8:57 AM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from wlstephens@earthlink.net. Learn why this is important

Regarding: Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. *Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe).*

ISSUE: The County Board of Supervisors has placed the April 4th **WTPAC** recommendations to the Board of Supervisors related to the NPS-County MOU on its May 6th Regular Agenda for discussion and direction.

Dear Board of Supervisors Members:

Our family has been a conscientious property owner of in Wawona since 1967. I interpret the NPS proposed amendments to the MOU that would take away water and sewer service as an effort to eventually limit or eliminate the ownership of private property in the Wawona area, property that has been in private hands long before Wawona was surrounded by the NPS. Over those fifty-eight years we have assisted lost vacationers who are looking for trailheads, drinking water, the parking area where they left their cars, and provided shelter to families during unexpected summer downpours. We have also reported small fires and have connected parents with their children who have been a little to eager to see what is ahead.

Please do not let this potentially destructive change happen.

Sincerely,

William Stephens

Outlook

1.7

Wawona Water Supply

From Andy Gilmour <[redacted]>
Date Mon 5/5/2025 11:10 AM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from andy@jdgilmour.com. Learn why this is important

Dear Board of Supervisors:

Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987.

Thank you for your consideration.

Andrew D. Gilmour
JD Gilmour & Co., Inc.
[redacted]
Glendale, CA 91203
[redacted]

An affiliate of
Benefits America Insurance Services, LLC
CA License 0I96611

I. 7

Outlook

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7

From Dean Dunlavey <deandunlavey@outlook.com>
Date Mon 5/5/2025 12:04 PM
To Board Clerk <board-clerk@mariposacounty.org>
Cc Dean Dunlavey <deandunlavey@outlook.com>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from deandunlavey@outlook.com. Learn why this is important

This email concerns Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7. Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe)

My name is Dean Dunlavey. I own two properties in Wawona – APN 010-140-0120 (official address 8192 River Street) and APN 010-140-0140. My family has owned both properties and dutifully paid taxes on them for over 55 years. I am writing to request that the Board of Supervisors reject the National Park Service's (NPS) proposed amendments to the existing MOU – amendments that would take away the current guaranteed water and sewer services, which, from personal experience, I can attest that NPS is not honoring. I ask that the Board actively enforce the current MOU provisions and negotiate with NPS to restore the 20-year renewing term of the MOU. This is a matter that is very important to me and my family. Thank you for your attention to it.

As for my personal experience – my cabin at 8192 River Street is serviced by my private well. Our original well ran dry some time ago and we had a much deeper well dug at considerable expense (many thousands of dollars). While that well has supplied the residence with water, there have been occasions where it appeared that the well capacity had diminished.

In 2023, I made a formal request to NPS to authorize connecting both parcels to the NPS water system. I informed NPS that I wanted to avoid the prospect of having the current well fail at a time when the NPS has determined that it is not going to permit any further water connections. I explained that I have now retired and expect to spend a significant amount of my time at my residence in Wawona, which will result in my utilizing considerably more water than I have in the past. I also explained that my intent was to utilize my well water to the extent that it is available and use the water from the NPS water system as a backup. Furthermore, I explained that I intend to build another residence on my other lot within the next several years and that the anticipated expense and uncertainty of being able to successfully drill for water on that property had motivated me to request its water connection at this time.
NPS never formally responded to my request. Instead, I heard through back channels that NPS was just ignoring these requests to avoid the scenario of either making a commitment to honor the MOU or to have to defend its refusal in court. I am sure I am not the only property owner in Wawona who has been so shabbily treated. The NPS should be required to honor its previous commitments concerning water and sewer services.

I also fully support the WTPAC and WAPPOA recommendations that the County undertake a comprehensive assessment of the potential impacts associated with the NPS amendments, including environmental, economic, and social considerations. This analysis should encompass the implications

for sustainable water resource management and the broader consequences of limiting access to essential utilities in Wawona. Engaging community stakeholders and fostering transparent discussions would be crucial to ensuring that the rights and needs of all affected parties are upheld.

As others have stated:

- Please protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987.
- Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.
- Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.
- The NPS denial of a connection to existing developed parcels does not comply with current zoning.
- Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.
- Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source.
- The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

Outlook

Support for WTPAC and Wawona Property Owner Association position on water/sewer MOU with National Park Service

From Ken Kehrer <[redacted]>
Date Mon 5/5/2025 3:12 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from doublekspurs@yahoo.com. Learn why this is important

We fully support the WAPOA attorney's well documented position and the position of the WTPAC regarding the need to continue the MOU with the NPS. We do not approve of the NPS attempt to change the wording of the expired MOU on water and sewer and urge Mariposa County to take whatever steps necessary to convince the NPS to honor their previous commitments.
As members of one of Wawona's heritage families (Bossert), we're very familiar with the ebb and flow of NPS attitudes, levels of cooperation, and harassment, with and towards the Wawona community. This is a battle we can't afford to lose.

Ken and Jeremie Kehrer

Outlook

1.7.

In Support of WTPAC's Position on the Wawona Water and Sewer Agreement

From Christian Mueller <[redacted]>
Date Mon 5/5/2025 4:20 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Dear Mariposa County Supervisors,

I'm writing to voice my strong support for the recommendations made by the Wawona Town Planning Advisory Committee (WTPAC) concerning the County's Memorandum of Understanding with the National Park Service. I believe it's critical that you reject the NPS's proposed changes that would eliminate the current guaranteed water and sewer services for Wawona, work to restore the original 20-year renewing term of the MOU, and make sure the County is actively enforcing the MOU that's already in place.

These services have been in place since 1987 and are essential to the Wawona community's health, safety, and viability. If the MOU protections are weakened or removed, private property owners could be left without access to potable water, especially if a well fails or the parcel can't support drilling, and unable to connect to the sewer system in the future. That puts people and property in a difficult and potentially unsafe position.

What's also concerning is that neither NPS nor the County has done a proper environmental review under NEPA or CEQA to evaluate the consequences of pulling back services. The environmental assessment and FONSI for the current water system were based on the assumption that all parcels in Section 35 would be served. Changing that now, whether it's through a new agreement or just modifying the old one, effectively forces private landowners to rely more on individual wells and possibly new infrastructure, which could have serious environmental and groundwater impacts.

Denying connections to existing, developed parcels doesn't align with current zoning either, and this kind of shift could negatively affect property values, ultimately hurting the County's property tax and transient occupancy tax base. In the bigger picture, with fire risks increasing and fresh water becoming more limited, we should look for ways to create more resilient infrastructure and water supply options, not limiting access to an existing system that works.

The County has always defended the rights of Wawona residents under the MOU and has acted as an equal partner in managing this area. I hope you'll continue to defend those rights and reject any changes that would threaten Wawona properties and residents.

Thank you for your time and consideration.

Kind regards,

Outlook

I. 7

Board of Supervisors, May 6, 2025 Regular Agenda Item I. 7

From R Simon [redacted]
Date Mon 5/5/2025 4:42 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 05 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from beki.simon@gmail.com. Learn why this is important

To: Board of Supervisors
From: Rebecca Simon, Wawona property owner

re: Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the Memorandum of Understanding (MOU) Between the National Park Service Yosemite National Park (the "Park") and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona (Chair Smallcombe).

As a long-time property owner in Wawona, I am deeply concerned that the NPS has proposed amendments to the 1987 MOU between the NPS and Mariposa County that would take away the current guaranteed water and sewer services in our community. **I am writing to urge the Board of Supervisors to protect the guaranteed water and sewer services to Wawona private properties provided in the County-NPS MOU since 1987.**

Please consider the following:

- Without the protections of this MOU, private properties in Wawona may become stranded with no potable water supply if a well becomes unproductive or parcel constraints do not allow for a well and may not be able to connect to the sewer in the future.

- Neither NPS nor the County has ever analyzed the environmental effects of such actions under NEPA or CEQA. The NPS environmental assessment and subsequent FONSI for the potable water system were predicated on a water system that served all parcels in Section 35. Whether NPS' retreat from serving all parcels in Section 35 is framed as a modification of the prior MOU or new agreement, it is a determination with the practical effect of encouraging private landowners to increase reliance on pumped groundwater, drill new wells, and potentially install new distribution infrastructure to connect to existing private wells.

- The NPS denial of a connection to existing developed parcels does not comply with current zoning.

- Ensuring adequate potable water is critical to protecting property values and the property tax and transient occupancy tax base in Wawona.

- Recognizing the diminishing single source fresh water supply---to carry out federal missions of protecting River aquatic habitat, building climate resilient infrastructure, and providing adequate fire flows, the Department of Interior must develop an interconnection to another system or a supplemental water source.

- The County negotiated the agreed upon terms and conditions of governance documented in the State Lands Commission Hearings and resultant MOU and has historically defended these rights as an equal sovereign over Wawona.

Thank you for your time and careful consideration of this important issue.

Outlook

1.7

BOS May 6, 2025 Item 7 Regular Agenda; Wawona MOU

RECEIVED
MAY 06 2025
BOARD OF SUPERVISORS

From Richard Jacobson <rick@ju-law.com>
Date Mon 5/5/2025 9:48 PM
To Board Clerk <board-clerk@mariposacounty.org>
Cc Ed Mee <ejmee@att.net>; Ken Kehrer <doublekspurs@yahoo.com>; Marty Cerles <mcerles@pacbell.net>; Alton Brown <loisibrown@earthlink.net>; Gene Spindler <easpindler@cox.net>; Tony Christianson, PhD <actc@sonic.net>; Gale Banks <gbanks@bankspower.com>; Charles Jones <cajbiz@att.net>

My name is Rick Jacobson. My family has owned property in Wawona since the mid-1950s. My wife Katy's parents lived through the dark days when the NPS initiated eminent domain proceedings to purchase properties and force longtime residents to sell. I remember their stories about how Mariposa County, through your Board and staff advocated for Wawona property owners to make sure the NPS did not overstep its authority any longer. Those efforts by your predecessors and committed Wawona property owners, resulted in a fair process whereby Mariposa County and the NPS could exercise joint jurisdiction in a responsible manner. A Memorandum of Understanding (MOU) was created, and it functioned reasonably well for over a generation. Suddenly in 2022, without any collaboration with Wawona residents through the WTPAC, the NPS suggested changes to its obligations under the MOU to provide water and sewer services to the private properties in Wawona. Like back in the 1970s and 1980s, your residents in Wawona need your Board to push back against these proposed changes and instead maintain the current equilibrium regarding water and sewer to the private properties in Wawona. Failure of this Board to do so may result in the devaluation of dozens, if not hundreds, of properties, adversely impacting families, property owners and the Mariposa County tax base.

To get to this point, significant procedural requirements specifically stated in the MOU have been skipped. The recitals to the MOU provide: "During the negotiations for the MOU By its specific terms the MOU "reflects the Wawona Town Plan Guiding Principle describing the intent of [NPS] to work collaboratively with appropriate county officials and representatives of the Wawona Town Plan Advisory Committee, regarding all planning and development in the community."

Moreover, the MOU specifically provides for the importance of WTPAC participation in deliberations about the MOU. "[County] and [NPS] shall designate a maximum of three (3) representatives to make or receive requests for their respective agencies for special services under this AGREEMENT. One COUNTY representative shall be the Chair of the Wawona Town Planning Advisory Committee or his/her designee. Such persons will hereinafter be referred to as 'DESIGNATED REPRESENTATIVES.'"

"DESIGNATED REPRESENTATIVES ***shall meet and confer annually*** concerning the AGREEMENT to discuss any need for modifications of the AGREEMENT...Any modification will be by mutual agreement of both PARTIES, following review by the Wawona Town Planning Advisory Committee..." (emphasis added)

Thus, despite being assured a "seat at the table" for all substantive discussions regarding the MOU between the County and NPS, WTPAC has not been invited to participate. A reference in the current staff report which seems to suggest otherwise is also misleading. The report suggests: " An alternative approach unofficially discussed among the Park Service, Supervisor Smallcombe ***and the community*** since the October 2022 meeting has similarly not been accepted." (emphasis added). There have been no discussions between the County, NPS and WTPAC. In 2022, as the report indicates, a unilaterally drafted MOU amendment proposed by the NPS was placed on a WTPAC meeting agenda. THERE WAS NO ACOMPANYING STAFF REPORT WHICH WTPAC COULD USE TO PROPERLY EVALUATE THE ITEM. The item plainly removed the requirement for NPS to provide water and sewer services in Wawona. Thus, it has been consistently rejected by WTPAC. The "alternative approach unofficially discussed

among the Park Service and Supervisor Smallcombe" never included members of WTPAC in the discussion. Rather, a series of witnesses were set to appear at WTPAC meetings to discuss the scarcity of water in a changing environment and general water resources issues. Never, during the course of this issue has any WTPAC representative been invited to a discussion between the County and NPS to discuss the proposed changes to the MOU.

The provision of water and sewer services to Wawona property owners is an NPS obligation. WTPAC welcomes discussions between all the stakeholders to identify how these services can be reliably provided in the future. Such discussions and an ultimate action do not require changes to the MOU language, however, and we urge the Board to reject the NPS proposed changes.

As an aside, the elimination of WTPAC will be on an upcoming BOS agenda. If there was ever an example of the importance of WTPAC to the Wawona community and this county, here it is. Please reject any effort to eliminate WTPAC and its mission.

Sincerely,

Rick & Katy Jacobson
2621 Spelt Rd.
Wawona, CA 95389

Richard M. Jacobson - Mediator
JACOBSON URBANIC, L.L.P.
8950 Cal Center Dr., Suite 210
Sacramento, CA 95826
916.854.5969 MAIN
916.849.9236 MOBILE
916.854.5965 FAX

Outlook

1.7

Wawona/NPS MOU potable water

From Barry Perkins <wm.barry.perkins@gmail.com>
Date Mon 5/5/2025 10:20 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 06 2025
BOARD OF SUPERVISORS

1 attachment (263 KB)
Resolution_2017-277(1).pdf;

Some people who received this message don't often get email from wm.barry.perkins@gmail.com. Learn why this is important

Good morning board members. Thank you for this opportunity and we appreciate your energies on behalf of our community.

I'd like to urge you to take another pro-community stance on this subject and bring the NPS back to the negotiations table with WTPAC to find language that doesn't make Wawona a water orphan under any circumstances.

The NPS has historically taken on the responsibility to provide limited municipal services to our property owners relieving the County of several burdens. They wish to now walk away from their water provision obligation during potential hardship without collaboration to help identify alternatives. This is inconsistent with their previous representations.

Many property owners utilize their homes as productive STRs while paying significant property taxes to Mariposa County. The county enjoys a very robust revenue stream from this scenario. Please help preserve the services we have been promised and have banked on to make decisions on our property development.

With your strong support and determination, our community can continue to support the County in this way as we pursue our dreams of residing in this special place while sharing it with friends, family and visitors.

We urge you to craft language similar in tone to what you voiced by way of the 2017 resolution (attached) identifying stakeholder needs for the sewage treatment system rehabilitation project for Wawona, which was ultimately published to provide capacity to serve the future build out of undeveloped lots in Wawona along with other goals.

I believe this project was scoped at a time when the NPS were honoring their water provision obligation per MOU. The NPS must have felt then that Wawona's water supply was adequate at that time and into the future in order to justify an expense of approximately $28,000,000 to build sewage treatment capacity for a mature fully built out community.

There are roughed in vacant lot water connections scattered throughout our community, yet they must now remain forever unallocated according to the NPS. Wouldn't connection points have been installed into a water supply system to undeveloped lots only if the system was thought to be robust enough for eventual community demand? Did we lose storage capacity somewhere during the intervening years? Has anyone audited the system comparing its initial design, construction and capacity to its current output and storage? What is the basis for this new NPS stance? Has there been deferred maintenance that has taken throughput or storage offline? Are there records which can be audited perhaps by the State of California Water Resources Board who grants the operating permit?

If not from diminished storage, one must ask therefore, is this reluctance to identify alternatives and walk away just another attempted strategy to weaken our community and make it ripe for a newer less expensive "taking" by reducing services?

Thank you

Outlook

1.7

BoS, May 6, 2025 Regular Agenda Item 1.7.

From Terry Easley <easleyterry@yahoo.com>
Date Mon 5/5/2025 10:34 PM
To Board Clerk <board-clerk@mariposacounty.org>

RECEIVED
MAY 06 2025
BOARD OF SUPERVISORS

Some people who received this message don't often get email from easleyterry@yahoo.com. Learn why this is important

Comments re Discussion and Possible Direction Regarding Possible Negotiations to Reinstate the MOU Between the National Park Service Yosemite National Park and Mariposa County Relating to Allocation of Responsibilities between Two Jurisdictions in and for the Community of Wawona.

My name is Terry Chatterton Easley. My family has owned a cabin in Wawona since 1971. I was married at the cabin in 1973 and both of our daughters were married in Mariposa County. I have lived in neighboring Tuolumne County for 30 years.

The proposal by WT PAC for the BoS to protect the community of Wawona from the NPS's unilateral demands are reasonable in large part because of the history of cooperation between the County and the federal Department of the Interior. After almost 40 years of the County being equal partners with the NPS, this cooperation would be wiped out and the history of shared governance cast aside. It is time for Mariposa County to step up to protect homeowners in Wawona.

Local control and private property rights are foundational principles in our nation. The shared governance was, and is, a reasonable solution for Wawona's homeowners. The NPS shows an apparent disregard for local control and private property rights by refusing to extend the MOU without truly negotiating with local government. This must be addressed by the County and Mariposa County needs to come to the table as an equal partner and represent homeowners in Wawona.

Beyond the issue of local control and shared governance are the overarching issues related to the environment. No environmental assessments, state or federal, have been done on the NPS proposed amendments to the MOU. The proposal also ignores County Zoning and the Area Specific Plan. Any, and all, changes to the scope and terms of the MOU must be carefully reviewed for environmental impacts and any agreement must abide the terms in all planning documents. This must be done in a transparent manner including public notices and hearings.

For the reasons stated above, I respectfully request that the Board of Supervisors not approve the proposed NPS amendments and that the County enter into negotiations to renew and enforce the current MOU.

Terry Chatterton Easley
17080 Jacksonville Road
Jamestown, CA 95327
209-768-2437

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-172

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Approve Dissolution of the Merced River Trail Community Working Group; and Recognize the Service of Jeffrey Jenkins, Bill King, Michael Martin, Wendy Brown, and Kristina Rylands

RECOMMENDATION AND JUSTIFICATION

Approve Dissolution of the Merced River Trail Community Working Group (MRTCWG); and Recognize the Service of Jeffrey Jenkins, Bill King, Michael Martin, Wendy Brown, and Kristina Rylands.

At the April 14th, 2025, meeting of the MRTCWG, the group voted to dissolve the committee based on roadblocks to the continuation of the trail. The community group dissolved with the expectation that the Board of Supervisors would discuss those roadblocks and, if it were to move forward, would ensure community engagement.

The MRTCWG members asked that the group be dissolved as soon as possible, instead of waiting until the larger committee item from the Clerk of the Board comes back to the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2019-405: The Board of Supervisors created the group to formulate, design, implement, and participate in a public stakeholder engagement program to ensure appropriate participation by the development of the Merced River Trail Master Plan; Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming; Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to (1) identify and negotiate significant coordinative and logistical hurdles in achieving the trail; (2) recommend projects, programs, and policies needed to implement the community's vision for the trail efficiently; and (3) ultimately realize the recommendations contained in the Merced River Trail Master Plan; Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Resolution 2023-302: The Board of Supervisors approved amended by-laws which also changed their purpose to: Support implementation of the adopted Merced River Trail Vision Plan, with an emphasis on the following actions of the plan; Action 1.1: Route the trail so that it bypasses the communities of

El Portal and Foresta; Action 2.2: Collaborate with the Bureau of Land Management and Merced Irrigation District to install a trail crossing over the North Fork of the Merced River and the mainstem of the river at Sherlock Creek; Action 2.4: Work with the US Forest Service to formally designate the historic railroad grade within Stanislaus National Forest jurisdiction as a trail with design parameters that align with the natural character recommended in the Merced River Trail Vision Plan; Action 3.3: Establish principles of trail maintenance that stress use of basic natural materials and minimize scenic impacts for trails and bridges; Action 4.1: Identify opportunities through universities and non-profits to extend wildlife management and research activities such as invasive species eradication, native species reintroduction, wildlife species surveys, and potential extension of genetics studies; Action 4.2: Identify and map wildlife use patterns, and evaluate appropriate and effective mitigation measures to avoid impacts of trail use on wildlife; Action 4.3: Ensure that the trail is designed and maintained by agency-appropriate standard trail plans and specifications to reduce soil erosion, minimize the potential for social trails, and ensure compliance with agency requirements for natural surfacing; Action 4.5: Collaborate with agency partners to study, evaluate, and recommend mitigation measures for existing capacity, and limitations of current and future trail supporting resources, including trash collection, bathrooms, and parking at the Briceburg and Bagby trailheads; Action 4.6: Support agency partners in the study, evaluation, and future mitigation needs for issues of law enforcement, fire issues, human waste and trash, illegal camping, and trail degradation, and seek funding/personnel to provide future services, commensurate with future use; Action 5.1: Review, summarize, and make publicly available current land management agency decisions determining public access on BLM, USFS, and NPS portions of the Merced River Trail; Action 5.2: Seek written input from new user groups on the minimum adjustments to their needs required to establish and maintain their safe use of trail segments, addressing access issues, infrastructure, trail work, group size, sanitation, and signage; Action 8.1: Support the establishment of (an organization) which can acquire, allocate, and manage the resources necessary for the trail's long term success; and to provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding Merced River Trail Vision Plan implementation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the committee will remain status quo.

FINANCIAL IMPACT

None

ATTACHMENTS

None

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-170

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Rescind Resolutions 2001-255 and 2014-111; and Adopt a Resolution for the Guidelines on the Submission and Tabulation of Assessment Ballots Pursuant to Article XIII D, Section 4 of the California Constitution

---

RECOMMENDATION AND JUSTIFICATION

Rescind Resolutions 2001-255 and 2014-111; and Adopt a Resolution for the Guidelines on the Submission and Tabulation of Assessment Ballots Pursuant to Article XIII D, Section 4 of the California Constitution

A local government can raise property-related fees in two ways: by ballot and through protest. Assessment Ballots are required to raise property-related taxes, except sewer, water, or refuse collection, in which a protest process can be held.

This policy will lay out the guidelines to staff on the Assessment Ballot process.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2014-111 - The Board adopted a resolution on the guidelines for the submission and tabulation of assessment ballots, noting in this resolution that they did not have an adopted process, which was not accurate, so the below-adopted procedure was not rescinded. (Procedure 019)
Resolution 2001-255 - Amended Resolution 2000-332 (Procedure 016)
Resolution 2000-332 - Adopt a Resolution Establishing Procedures for Assessment Ballot Proceedings (Rescinded by 2001-255)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and County Staff will revert to Resolution 2014-111 on Prop 218 ballot processing guidance.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Assessment Policy Resolution**
2. **Procedure 016 - 01-255 - Prop 218 ballot process**
3. **Procedure 019 - 14-111 - Assessment Ballot Process**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO. 25-__

A RESOLUTION ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF ASSESSMENT BALLOTS PURSUANT TO ARTICLE XIII D, SECTION 4 OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIII D, Section 4 of the California Constitution requires the County of Mariposa to provide notice and conduct a public hearing before the imposition of any new or increased assessment; and

WHEREAS, Government Code section 53753 provides procedures for the notice, submission, and tabulation of assessment ballots, but leaves certain operational details to the discretion of local agencies; and

WHEREAS, the Board of Supervisors finds it necessary and appropriate to establish clear and consistent local procedures for the administration of assessment ballot proceedings;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mariposa does hereby adopt the following procedures and guidelines for the submission and tabulation of assessment ballots pursuant to Article XIII D, Section 4 of the California Constitution:

SECTION 1: Preamble

Where notice of a public hearing with respect to the adoption of an assessment is required pursuant to Article XIII D, section 4 of the California Constitution, the following guidelines shall apply. These guidelines are intended to supplement, and not contradict, Proposition 218 (Article XIII D of the California Constitution) and the Omnibus Proposition 218 Implementation Act of 1997 (Government Code section 53750 et seq.) and shall be interpreted in light of that intent.

SECTION 2: Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of this Resolution.

A. "Parcel" means a County Assessor's parcel subject to the proposed assessment.

B. "Record Owner" means a person whose name appears on the County Assessor's latest equalized assessment roll as the owner of a parcel.

SECTION 3: Notice

A. The County shall provide notice of the proposed assessment and public hearing to the record owner(s) of each affected parcel by U.S. mail at least 45 days prior to the hearing date.

B. Each notice shall include the total amount of the proposed assessment chargeable to the entire assessment district, the amount chargeable to the record owner's parcel, the duration of the payments, the reason for the assessment, the basis upon which the amount of the proposed assessment was calculated, and the date, time, and location of the public hearing on the proposed assessment.

C. Each notice shall include, in a conspicuous place, a summary of the procedures for the completion, return, and tabulation of the assessment ballot, including a statement that the assessment shall not be imposed if the ballots submitted in opposition to the assessment exceed the ballots

submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected property.

D. On the face of the envelope mailed to the record owner in which the notice and ballot are enclosed, there shall appear the words “OFFICIAL BALLOT ENCLOSED” in no smaller than 16-point type.

E. At the time, date and place stated in the notice, the Board of Supervisors shall conduct a public hearing on the proposed assessment. At the public hearing, the Board of Supervisor shall consider all objections or protests, if any, to the proposed assessment, and any person shall be permitted to present written or oral testimony. Although oral comments at the public hearing will not qualify as an assessment ballot vote, the Board of Supervisors welcomes community input during the public hearing on the proposed assessment.

SECTION 4: Assessment Ballot

A. Each notice given pursuant to these guidelines shall contain an assessment ballot that includes a place where the person returning the assessment ballot may provide his or her name and signature, a reasonable identification of the parcel, and his or her support or opposition to the proposed assessment.

B. Each assessment ballot shall also indicate that the ballot should be either submitted at the public hearing described in the notice or returned to the Clerk of the Board of Mariposa County by personal delivery at 5100 Bullion Street, Mariposa, CA or by mail addressed to Clerk to the Board, P.O. Box 784, Mariposa, CA 95338.

C. Regardless of the method of delivery or date of postmark, all assessment ballots must be received prior to the conclusion of public testimony at the noticed hearing to be included in the tabulation.

D. Only original assessment ballots with original signatures will be accepted. Photocopies, facsimiles or email ballots will not be accepted.

E. Each assessment ballot shall be in a form that conceals its contents once it is sealed by the person submitting the assessment ballot and returned in a sealed envelope. The Clerk of the Board may accept assessment ballots sealed in an envelope where the outside of the envelope is clearly marked that it contains an assessment ballot.

F. The Clerk of the Board may issue a duplicate assessment ballot to any property owner whose original assessment ballot was lost or destroyed. The new assessment ballot shall be issued upon presentation of adequate information that the requesting party is an owner of record who would be subject to the proposed assessment. The new assessment ballot shall be clearly marked as a duplicate ballot.

G. A property owner of record may delegate his or her assessment ballot vote to an authorized agent, provided that the authorization:

1. Is in writing;
2. Clearly identifies the authorized agent;
3. Identifies the property by APN number or other information adequate to identify the property; and

4. Is signed by the property owner.

H. Unless designated as the authorized agent of a property owner of record, a tenant of real property shall not have the power or authority to submit an assessment ballot.

I. If the property is identified to have a split in ownership due to differing ownership interests in different parts of the property (such as an ownership interest in the land and a separate ownership interest in a mobile home on the land), a ballot will be sent to the first name and address listed on the last equalized property tax roll. However, if the property has a split ownership interest in the entire property, a ballot will be sent to each ownership interest, with voting rights apportioned between or among the owners according to their respective ownership interests. However, if only one owner of record votes, the Clerk of the Board or his or her designee shall tabulate that vote on behalf of the entire parcel. Multiple property owners may indicate their proportional property interests on the assessment ballot.

J. The Clerk of the Board or his or her designee may issue additional assessment ballots to additional property owners whose name does not appear on the last equalized property tax roll. These additional assessment ballots shall be issued upon presentation of adequate information that the requesting party is an additional owner of real property.

K. Assessment ballots shall remain sealed until the tabulation of ballots commences.

L. An assessment ballot may be replaced or withdrawn by the person who submitted it by written request submitted to the Clerk of the Board or his or her designee prior to the conclusion of public testimony at the noticed hearing.

SECTION 5: Tabulation

A. At the conclusion of the public hearing, the Clerk of the Board or another impartial person designated by the Board of Supervisors shall tabulate the assessment ballots submitted, and not withdrawn, in support of or opposition to the proposed assessment. The ballots shall be unsealed and tabulated in public view at a place within Mariposa County at the conclusion of the hearing so as to permit all interested persons to monitor the tabulation.

B. The Clerk of the Board or designated impartial person shall determine the validity of the assessment ballots. All ballots shall be accepted as valid except:

1. An assessment ballot or authorization that does not contain an original signature;

2. An assessment ballot that lacks an identifiable support or opposition for the assessment (e.g., both boxes marked or neither box marked);

3. An assessment ballot that appears to have been tampered with, or that the Clerk of the Board or other designated person otherwise determines not to be a reliable expression of the will of the assessed property owner due to its appearance, method of delivery or other circumstances; or

4. An assessment ballot not actually received by the Clerk of the Board before conclusion of public testimony at the noticed hearing.

D. The decision of the Clerk of the Board or designated impartial person, after consultation with the County Counsel, that an assessment ballot is invalid shall be final and may not be appealed to the Board of Supervisors.

E. The Clerk of the Board or designated impartial person may use technological methods of tabulating the assessment ballots, including, but not limited to, optically readable (bar-coded) assessment ballots.

F. During and after the tabulation, the assessment ballots and the information used to determine the weight of each ballot shall be treated as disclosable public records, as defined in Government Code section 6252, and equally available for inspection by the proponents and the opponents of the proposed assessment. The ballots shall be preserved for a minimum of two years, after which they shall be destroyed unless the Board of Supervisors otherwise directs.

G. If at the conclusion of the public hearing the Clerk of the Board or designated impartial person determines that he or she will require additional time to tabulate the ballots, he or she shall so advise the Board of Supervisors, which may adjourn the meeting to allow the tabulation to be completed on another day or days. In that event, the Board of Supervisors shall declare the time and place of tabulation, which shall be conducted in a place in Mariposa County where the public may observe the tabulation, and the Board of Supervisors shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report.

H. A majority protest exists if the assessment ballots submitted, and not withdrawn, in opposition to the proposed assessment exceed the assessment ballots submitted, and not withdrawn, in its favor, weighting those assessment ballots by the amount of the proposed assessment to be imposed upon the identified parcel for which each assessment ballot was submitted.

I. If there is a majority protest against the imposition of an assessment, Mariposa County shall not impose the assessment.

SECTION 6: Resolution of Disputes

A. In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the Clerk of the Board or other person designated by the Board of Supervisors will make such determination from the last equalized assessment roll and any evidence of ownership submitted to Mariposa County before the conclusion of the public hearing. Mariposa County will be under no duty to obtain or consider any other evidence as to ownership of property, and its determination of ownership will be final and conclusive.

B. In the event of a dispute regarding whether the signer of a ballot is an authorized representative of the owner of the parcel, the Clerk of the Board or other person designated by the Board of Supervisors may rely on the statement on the ballot signed under penalty of perjury that the person completing the ballot is the owner's authorized representative and any evidence submitted to Mariposa County before the conclusion of the public hearing. Mariposa County has no duty to obtain or consider any other evidence as to whether the signer of the ballot is an authorized representative of the owner, and its determination will be final and conclusive.

C. Any other dispute shall be resolved by the Clerk of the Board or other person designated by the Board of Supervisors.

SECTION 7: Immediate Effect. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 6th day of May, 2025, by the following vote:

_____

Rosemarie Smallcombe, Chair

Mariposa County Board of Supervisors

Approved as to Legal Form:

_____

ATTEST: Walter Wall

_____

Danielle Bondshu, Clerk of the Board

I, Danielle Bondshu, Clerk of the Board of Supervisors for the County of Mariposa, hereby certify that the foregoing resolution was duly passed at a regular session meeting of the Mariposa County Board of Supervisors held on the 10th day of June 2024 by the following vote on roll call:

Ayes:

Noes:

Absent:

_____

Danielle Bondshu, Clerk of the Board

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

016

DATE: September 4, 2001
AGENDA ITEM NO.: #4

DEPARTMENT: County Counsel **BY:** Jeffrey G. Green **PHONE:** 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No__)

Resolution amending Resolution Number 00-332 adopting Proposition 218 Assessment entitled Ballot Proceedings Procedures.

Following adoption of Resolution No. 00-332 Government Code Section 53753 was amended to require that the ballots be tabulated after close of the public hearing and not began prior to the close of the public hearing thereby necessitating an amendment to Resolution No. 00-332.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board adopted Resolution No. 00-332 in September of 2000.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

COSTS: ( ) Not Applicable
A. Budgeted current FY $_____
B. Total anticipated costs $_____
C. Required additional funding $_____
D. Internal transfers $_____

SOURCE: ( ) 4/5ths Vote Required
A. Unanticipated revenues $_____
B. Reserve for contingencies $_____
C. Source description: _____
Balance in Reserve for Contingencies, if approved: $_____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

1. Memo to the Board of Supervisors
2. Copy of Government Code Section 65753

CLERK'S USE ONLY:
Res. No.: 01-255 Ord. No._____
Vote - Ayes: 5 Noes:_____
Absent:_____ Abstained:_____
(X) 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:_____

12-15DSA Action Form Revised 5/92

Mariposa County Board of Supervisors Resolution No. 01-255

Resolution Amending Resolution No. 00-332 Adopting Proposition 218 Assessment Ballot Proceedings Procedures

WHEREAS, Proposition 218 was adopted on November 6, 1996, adding Articles XIIIC and XIIID to the California Constitution; and

WHEREAS, Articles XIIIC and XIIID of the California Constitution impose certain procedural and substantive requirements relating to assessments; and

WHEREAS, Mariposa County has been complying with these new requirements of the California Constitution; and

WHEREAS, some of the requirements of Proposition 218 are unclear and require judicial interpretation or legislative implementation; and

WHEREAS, the Board of Supervisors believes it to be in the best interest of the community to record its decisions regarding implementation of the provisions of Proposition 218 relating to assessments to provide the community with a guide to those decisions and how they have been made;

NOW, THEREFORE, the Board of Supervisors of Mariposa County does hereby resolve as follows:

SECTION 1. **Statement of Legislative Intent.** It is the Board of Supervisors intent in adopting this resolution, to adopt assessment ballot proceedings, which are consistent, and in compliance with, Articles XIIIC and XIIID of the California Constitution and with the Proposition 218 Omnibus Implementation Act. It is not the intent of the Board of Supervisors to vary in any way from the requirements of Articles XIIIC and XIIID or the Proposition 218 Omnibus Implementation Act.

SECTION 2. **Definition of Assessment.** Proposition 218 defines "assessment" as any levy or charge upon real property by an agency for a special benefit conferred upon the real property. "Assessment" includes, but is not limited to, "special assessment," "benefit assessment," "maintenance assessment" and "special assessment tax." This means that an assessment which is not a charge upon real property for a special benefit conferred upon the real property is not an "assessment" for purposes of Article XIIID, Section 2(b) of the California Constitution.

SECTION 3. **Assessment Ballot Proceeding.** The following procedures shall be used in an assessment ballot proceeding required by Article XIIID, Section 4 of the California Constitution:

A. **Amount of Assessment.** Only special benefits are assessable. The amount of each assessment shall be each identified parcel's proportionate share of the public improvement or property-related service based upon that parcel's special benefit from

improvement or service. The amount shall be proportional to and no greater than the benefits conferred on the property.

B. **Special Benefit.** For purposes of determining the amount of the assessment:
   1. Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the assessment district or to the public at large;
   2. Special benefits are those which the property assessed receives, due to the improvement or service, in excess of the general public benefit;
   3. The fact that the other property within the city or within the area will be, to a greater or lesser extent specially benefited by the improvement or service, will not have the effect of depriving assessed property of its character of specially benefited property;
   4. Special benefit is immediate and of such a character as can be seen and traced. General benefits are remote and sometimes contingent.

C. **Engineer's Report.** The Board of Supervisors shall direct the filing of an engineer's report which shall comply with the applicable state statute authorizing the assessment and with Article XIIID, Section 4 of the California Constitution. The engineer's report shall explain the special benefit, as defined in Section 3B of this resolution, conferred by the improvement or property-related service. The engineer's report shall also provide the evidence upon which the Board of Supervisors may find that a special benefit exists. If the improvement or service confers a general benefit, the engineer's report shall describe the general benefit and explain how it will be funded.

D. **Notice.** The following guidelines shall apply to giving notice of an assessment.
   1. The record owner(s) of each parcel to be assessed shall be determined from the last equalized property tax roll. If the property tax roll indicates more than one owner, each owner shall receive notice. Only property owners shall receive notice.
   2. The form of notice is attached to this resolution as Exhibit "A".
   3. The notice shall be sent at least forty-five (45) days prior to the date set for the public hearing on the assessment.
   4. The notice provided by this Section and in accordance with Article XIIID, Section 4 of the California Constitution, shall supersede and be in lieu of any other statutes requiring notice to levy or increase an assessment, including but not limited to the notice required by the state statute authorizing the assessment and Government Code Section 54954.6.
   5. Failure of any person to receive notice shall not invalidate the proceedings.
   6. The cost of providing notice shall be included as a cost of the assessment district.

E. **Assessment Ballot.** The following guidelines shall apply to the assessment ballot:
   1. The ballot required by Article XIIID, Section 4(d) of the California Constitution shall be mailed to all property owners of record within the assessment district at least forty-five (45) days prior to the date of the public hearing on the proposed assessment.
   2. The form of the ballot is attached to this resolution as Exhibit "B".
   3. All ballots must be returned to the County Clerk by mail or in person, sealed in the envelope provided not later than the date for return of ballots stated on the notice described in Section 3(D).

4. A ballot must be signed under penalty of perjury. For properties with more than one owner of record, ballots will be accepted from each owner of record. Each owner of record is entitled to vote. The County Clerk shall apportion the voting rights between the owners based upon the respective record interest as the County Clerk deems correct, proper, and appropriate. However, if only one owner of record votes, the County Clerk shall tabulate that vote on behalf of the entire parcel.
5. A tenant of real property shall not have the power or authority to submit an assessment ballot.
6. Only ballots with original signatures, not photocopies, will be accepted.
7. The County Clerk may issue a duplicate ballot to any property owner whose original ballot was lost or destroyed. Such ballots shall be clearly marked as duplicate ballots and shall be accompanied by sufficient information for the County Clerk to verify the location and ownership of the property in question and the identity of the individual casting the ballot in order to verify its authenticity.
8. An assessment ballot proceedings is not an election.
9. During and after the tabulation of the ballots by the County Clerk, the assessment ballots shall be treated as disclosable public records, as defined in Government Code Section 6252, and shall be equally available for inspection by the proponents and the opponents of the proposed assessment. (California Government Code Section 53753(e)(1))

F. **Tabulating Ballots.** The following guidelines shall apply to tabulating assessment ballots:
   1. The County Clerk shall determine the validity of all ballots. The County Clerk shall accept as valid all ballots except those in the following categories:
      a) A photocopy of a ballot which does not contain an original signature;
      b) An unsigned ballot;
      c) A ballot which lacks an identifiable "yes" or "no" vote;
      d) A ballot which appears tampered with or otherwise invalid based upon its appearance or method of delivery or other circumstances.

   The County Clerk's decision, after consultation with County Counsel that a ballot is invalid, shall be final and may not be appealed to the Board of Supervisors.

   2. At the conclusion of the public hearing conducted pursuant to the notice as above described, the County Clerk shall tabulate the assessment ballots submitted, and not withdrawn, in support of or opposition to the proposed assessment. The County Clerk may use technological methods of tabulating the assessment ballots, including but not limited to, punch card or optically readable (bar coded assessment ballots). (California Government Code Section 53753(e)(1))
   3. A property owner who has submitted an assessment ballot may withdraw the ballot and submit a new or changed ballot up until the conclusion of the public hearing on the assessment.

4. A property owner's failure to receive an assessment ballot shall not invalidate the proceedings conducted under this Section and Section 4, Article XIIID of the California Constitution.

G. **Public Hearing.**

1. At the public hearing, the Board of Supervisors shall hear all public testimony regarding the proposed assessment and accept ballots until the close of the public hearing.
2. The Board of Supervisors may impose reasonable time limits on both the length of the entire hearing and the length of each speaker's testimony.
3. At the conclusion of the hearing, the County Clerk shall tabulate the ballots, including those received during the public hearing.
4. If it is not possible to tabulate the ballots that evening, or if additional time is necessary for public testimony, the Board of Supervisors may continue the public hearing to a later date to receive additional testimony, information or to finish tabulating the ballots.
5. If according to the final tabulation of the ballots, ballots submitted against the assessment exceed the ballots submitted in favor of the assessment, weighted according to the proportional financial obligation of the affected property, a "majority protest" exists and the Board of Supervisors shall not impose or increase the assessment.

PASSED AND ADOPTED this 4th day of September, 2001 by the following vote:

AYES: Balmain, Parker, Reilly, Stewart, Pickard

NOES: None

ABSTAIN: None

ABSENT: None

Doug Balmain
DOUG BALMAIN, Chairman

ATTEST:

MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN, County Counsel

MARIPOSA COUNTY

Administration · 209-966-3222

RESOLUTION - ACTION REQUESTED 2014-111

MEETING: March 18, 2014

TO: The Board of Supervisors

FROM: Rick Benson, County Administrative Officer

RE: Assessment Ballot Procedures

RECOMMENDATION AND JUSTIFICATION:
Adopt assessment ballot procedures for Proposition 218 elections. In the near future an item will be brought your Board requesting that a new ballot be sent to property owners to reaffirm the assessment in County Service Area #3. This will require a vote in conformance with Proposition 218.

Mariposa County has not established a formal procedure for a Proposition 218 election. The relevant constitutional and legislative provisions provide general direction but do not dictate detailed procedures. Outside counsel has recommended that Mariposa County define procedures for this and any future Proposition 218 property owner election. County Counsel is in concurrence with their recommendation.

Attached is a proposed resolution establishing procedures. The specific procedures are outlined in Exhibit A. These procedures are in conformance with all legal requirements regarding a Proposition 218 election. It should be noted that Proposition 218 votes do not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

It is recommended that your Board adopt the attached resolution establishing assessment ballot procedures.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
No procedures have been established for Proposition 218 elections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved by your Board, no formal procedures will be implemented.

FINANCIAL IMPACT:
None

CAO RECOMMENDATION
Requested Action Recommended

RESOLUTION NO. 14-111

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF ASSESSMENT BALLOTS IN CONNECTION WITH ARTICLE XIII D, SECTION 4 OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIII D, section 4 of the California Constitution requires the Board of Supervisors of the County of Mariposa to issue and tabulate ballots submitted by property owners in connection with certain proposed assessments;

WHEREAS, this constitutional provision does not provide specific guidance as to how ballots are to be submitted, or how the County is to tabulate those ballots.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Mariposa as follows:

SECTION 1. the guidelines for the submission and tabulation of assessment ballots attached hereto as Exhibit "A" and incorporated herein by reference is hereby adopted.

SECTION 2. All resolutions and ordinances, or portions thereof, in conflict herewith are hereby repealed.

SECTION 3. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Mariposa at a regular meeting held on the 18th day of March, 2014 by the following vote:

AYES: **STETSON, JONES, BIBBY, CANN, CARRIER**

NAYS: **NONE**

ABSENT: **NONE**

ABSTAIN: **NONE**

COUNTY OF MARIPOSA

Kevin Cann
Chairman, Board of Supervisors

EXHIBIT "A"

GUIDELINES FOR THE SUBMISSION AND TABULATION OF ASSESSMENT BALLOTS

Where notice of a public hearing with respect to the adoption of an assessment is required pursuant to Article XIII D, section 4 of the California Constitution, the following guidelines shall apply.

NOTICE OF PROPOSED ASSESSMENT AND PUBLIC HEARING

1. The record owner(s) of each parcel to be assessed shall be determined from the last equalized property tax roll.

2. Only property owners shall receive notice of the public hearing on the proposed assessment.

3. Notice of the proposed assessment and public hearing shall be sent via U.S. mail to each record owner at least forty-five (45) days prior to the date set for the public hearing on the proposed assessment. Pursuant to Government Code section 53753, each notice shall include the total amount of the proposed assessment chargeable to the entire assessment district, the amount chargeable to the record owner's parcel, the duration of the payments, the reason for the assessment, the basis upon with the amount of the proposed assessment was calculated, and the date, time, and location of the public hearing on the proposed assessment.

4. Also pursuant to Government Code section 53753, each notice shall include, in a conspicuous place, a summary of the procedures for the completion, return, and tabulation of the assessment ballot, including a statement that the assessment shall not be imposed if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected property. On the face of the envelope mailed to the record owner in which the notice and ballot are enclosed, there shall appear the words "OFFICIAL BALLOT ENCLOSED" in no smaller than 16-point type.

5. At the time, date and place stated in the notice, the Board of Supervisors shall conduct a public hearing on the proposed assessment. At the public hearing, the Board of Supervisors shall consider all objections or protests, if any, to the proposed assessment, and any person shall be permitted to present written or oral testimony. Although oral comments at the public hearing will not qualify as an assessment ballot vote, the Board of Supervisors welcomes community input during the public hearing on the proposed assessment.

according to their respective ownership interests. However, if only one owner of record votes, the Clerk or his or her designee shall tabulate that vote on behalf of the entire parcel. Multiple property owners may indicate their proportional property interests on the assessment ballot.

13. The Clerk or his or her designee may issue additional assessment ballots to additional property owners whose name does not appear on the last equalized property tax roll. These additional assessment ballots shall be issued upon presentation of adequate information that the requesting party is an additional owner of real property.

14. Pursuant to Government Code section 53753, assessment ballots shall remain sealed until the tabulation of ballots commences.

15. An assessment ballot may be changed or withdrawn by the person who submitted the ballot by written request submitted to the Clerk or his or her designee prior to the conclusion of public testimony at the noticed hearing.

TABULATION

16. At the conclusion of the public hearing, the Clerk or an impartial person designated by the County shall tabulate the assessment ballots submitted, and not withdrawn, in support of or opposition to the proposed assessment. The ballots shall be unsealed and tabulated in public view at the conclusion of the hearing so as to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

17. The Clerk or designated impartial person shall determine the validity of the assessment ballots. All ballots shall be accepted as valid except those in the following categories:

    a. An assessment ballot or authorization that does not contain an original signature;
    b. An assessment ballot that lacks an identifiable support or opposition for the assessment (e.g., both boxes marked or neither box marked);
    c. An assessment ballot that appears tampered with or otherwise invalid based upon is appearance or method of delivery or other circumstances; or
    d. An assessment ballot not in actual receipt prior to the conclusion of public testimony at the noticed hearing.

18. The decision of the Clerk or designated impartial person, after consultation with County Counsel, that an assessment ballot is invalid shall be final and may not be appealed to the Board of Supervisors.

19. The Clerk or designated impartial person may use technological methods of tabulating the assessment ballots, including, but not limited to, optically readable (bar-coded) assessment ballots.

20. During and after the tabulation, the assessment ballots and the information used to

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-171

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Adopt a Resolution for Guidelines on the Submission and Tabulation of Protests in Rate Hearings Governed by Article XIII D, Section 6 of the California Constitution

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution for Guidelines on the Submission and Tabulation of Protests in Rate Hearings Governed by Article XIII D, Section 6 of the California Constitution

A local government can raise property-related fees in two ways: by ballot and through protest. Assessment Ballots are required to raise property-related taxes, except sewer, water, or refuse collection, in which a protest process can be held.

This policy will lay out the guidelines for staff in the protest process.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board does not have an adopted policy for the protest process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and staff must look at past practice to guide the process.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Protest Policy

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA COUNTY RESOLUTION NO. 25 -

A RESOLUTION ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN RATE HEARINGS GOVERNED BY ARTICLE XIII D, SECTION 6 OF THE CALIFORNIA CONSTITUTION

WHEREAS, article XIII D, section 6 of the California Constitution requires the Board of Supervisors of the County of Mariposa to conduct a written protest proceeding before increasing certain utility rates; and

WHEREAS, neither this constitutional provision, nor its companion statute Government Code section 53750 *et seq.*, sets forth specific guidance as to how written protests are submitted or tabulated.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mariposa does herby establish the following guidelines for the submission and tabulation of protest in rate hearings governed by Article XIII D, Section 6 of the California Constitution:

SECTION 1: Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of this Resolution.

A. "Parcel" means a County Assessor's parcel, the owner or occupant of which is subject to the proposed charge at issue in the protest hearing.

B. "Customer of record" means (1) a person whose name appears on the County's records as a person who has contracted for, or is obligated to pay for, utility services to a particular utility account, or (2) another person who demonstrates to the reasonable satisfaction of the County Administrative Officer or the Public Works Director that the person is a tenant of real property directly liable to pay the proposed charge.

C. "Record owner" means a person whose name appears on the County Assessor's latest equalized assessment roll as the owner of a parcel.

D. "Protest hearing" does not mean an election. Nevertheless, the County will maintain the security and integrity of the protests described below at all times, and it will maintain those protests' confidentiality until they are subject to the disclosure requirements described in Section 7.

SECTION 2: Notice. The County shall provide notice of proposed rates, and of the protest hearing on those proposed rates, at least 45 days prior to the date of the protest hearing. This notice shall be sent via U.S. mail to either or both of the following:

A. To the record owner of each identified parcel upon which the rate is proposed for imposition.

B. If the proposed action is an increase to an existing service charge, the County may mail notice to the addresses to which it customarily mails the billing statements for that service charge.

SECTION 3: Submission of Protests

A. Any record owner or customer of record who is subject to the proposed utility rates may submit a written protest to those proposed rates. The person submitting a written protest may do so by either of the following:

1. Mailing or personally delivering the written protest to the Clerk of the Board of Mariposa County at 5100 Bullion Street (P.O. Box 784), Mariposa, CA 95338.

2. Submitting the written protest in person at the protest hearing.

B. The County shall not accept written protests submitted via fax, email, or any other medium not included above.

C. All written protests, including those mailed to the County, must be received by the end of the protest hearing. Any protest not actually received the close of that hearing, whether or not mailed and postmarked prior to the hearing, shall not be counted.

D. The County welcomes all input from the community at or before the protest hearing on the proposed rates. However, only a properly formatted and submitted written protest will count toward the majority protest described below in Section 10. **Oral objections do not qualify**.

SECTION 4: Required Contents for Written Protest. A written protest must include all of the following. It will not be counted if any of the required elements outlined below (A through D) are omitted.

A. A statement that it is a protest against the proposed charge that is the subject of the protest hearing.

B. The legibly printed name of the record owner or customer of record who is submitting the protest.

C. The identity, using its street address, utility account number, or assessor's parcel number of the parcel for which the protest is submitted.

D. An original signature from the record owner or customer of record who is submitting the protest.

SECTION 5: Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the Clerk of the Board a written request that the protest be withdrawn prior to the close of the protest hearing. The withdrawal request must contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request to withdraw it.

SECTION 6: Multiple Persons Qualified to Submit a Protest. More than one person may qualify to submit a written protest for a given parcel. For example, there may be more than one record owner, more than one customer of record, or the record owner and customer of record for the parcel may not be the same person. Any such qualified person may submit a protest. However, **only one protest will be counted per parcel** for purposes of determining whether there is a majority protest.

SECTION 7: Confidentiality and Disclosure of Protests. To protect the privacy rights of record owners and customers of record, the County will keep written protests confidential until tabulation begins following the protest hearing. Once a protest is opened during that tabulation, it becomes a disclosable public record under state law.

SECTION 8: Validity of Protests. The Clerk of the Board shall not accept any protest as valid if he or she determines that any of the following is true:

A. The protest does not include one or more of the required components listed in Section 4 of this Resolution.

B. The required signature is not valid. Whether a signature is valid is entrusted to the reasonable judgment of the Clerk of the Board, who may consult signatures on file with the County Elections Official.

C. The protest has been altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or customer of record to protest the charges.

D. The protest was not received by the Clerk of the Board before the close of the protest hearing on the proposed rates.

E. A request to withdraw the protest was received before the close of the protest hearing on the proposed rates.

SECTION 9: Clerk of the Board's Decision Final. The Clerk of the Board's decision that a protest is not valid shall constitute a final action of the County and shall not be subject to any internal appeal.

SECTION 10: Majority Protest. A majority protest exists if valid written protests are submitted with respect to a majority (50% plus one) of the parcels subject to the proposed rates. While the County may inform the public of the number of parcels served by the County when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the County on the date of the protest hearing shall control to determine whether a majority protest exists.

SECTION 11: Tabulation of Protests. At the conclusion of the protest hearing, the Clerk of the Board, along with the County Elections Official, shall tabulate all protests received, including those received at the protest hearing itself, and shall report the results of that tabulation to the Board of Supervisors. If the total number of protests received is insufficient to constitute a majority protest, the Clerk of the Board may find the absence of a majority protest without validating the protests received, but may instead deem them all valid without further examination.

SECTION 12: Report of Tabulation. If the Clerk of the Board determines that he or she will require a substantial amount of time to tabulate the protests, such that it would be unreasonable or inconvenient to complete that tabulation immediately following conclusion of the protest hearing, he or she shall so advise the Board of Supervisors. The Board of Supervisors may then recess or adjourn the meeting to allow the tabulation to be completed at a later time. If so, the Board of Supervisors shall declare when and where the tabulation will take place, and the tabulation must occur in a location where interested members of the public may observe it. The Board of Supervisors shall also declare when and where it will reconvene to receive and act on the Clerk of the Board's tabulation report.

SECTION 13: Immediate Effect. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 6th day of May 2025, by the following vote:

_____

Rosemarie Smallcombe, Chair

Mariposa County Board of Supervisors

Approved as to Legal Form:

_____

ATTEST: Walter Wall

_____

Danielle Bondshu, Clerk of the Board

I, Danielle Bondshu, Clerk of the Board of Supervisors for the County of Mariposa, hereby certify that the foregoing resolution was duly passed at a regular session meeting of the Mariposa County Board of Supervisors held on the 6th day of May 2025 by the following vote on roll call:

Ayes:

Noes:

Absent:

_____

Danielle Bondshu, Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	May 6, 2025
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Approve the Minutes for April 1, 2025, Board of Supervisors Meeting

---

RECOMMENDATION AND JUSTIFICATION

Approve the Minutes for April 1, 2025, Board of Supervisors Meeting.

These minutes are separated from the others, as Supervisor Poe will need to abstain from voting as he was not in attendance.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and minutes remain in draft status.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA040125 - DRAFT

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
ABSTAIN:	District II Supervisor Shannon Poe

Mariposa County

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

ROSEMARIE SMALLCOMBE, CHAIR — **DISTRICT I**
DANETTE TOSO, VICE-CHAIR — **DISTRICT III**
SHANNON POE — **DISTRICT II**
JENNI KISER — **DISTRICT IV**
MILES MENETREY — **DISTRICT V**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
APRIL 1, 2025

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

Chair Smallcombe called the meeting to order and noted Supervisor Poe was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Excused	
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 Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe read the consent note.

Public comment was received by Kaitlyn Wagoner/Mountain Crisis who thanked the Board for bringing the Sexual Assault Awareness Month once again, noting it was her seventh year before the Board with this item.

Margarita King/Public Health Nurse commented on CA. 10, noting she had been a nurse for over 36 years. She noted she began at Mariposa Public Health 22 years ago to help “prevent, protect, and promote.” She stated they are very fortunate to have a public health unit in Mariposa County, which takes on vaccine health, oral health, and public health preparedness. She noted they work with the Office of Emergency

DRAFT

Services (OES) as well as the Environmental Health Branch. She noted there are a lot of programs they work on, and she read the name of each individual on her team.

Heather Livingston/Youth Coordinator Supervisor introduced the Friday Night Live Youth. She showed a video of the program to comment on CA. 6. She then called the group back up to comment on CA. 5. The group gave a collective speech to speak on CA. 5.

Stephanie Orozco/Mariposa Safe Families, commented on CA. 4. She noted it is Child Abuse Prevention Month and thanked all the County and community partners. She noted that every child deserves to grow up in a safe environment. She noted that it happens even in homes that appear warm and loving, stating that families who seem to be good have secrets. She noted it was essential to raise awareness as it is not a personal tragedy, as these individuals are more likely to struggle academically or have trauma. She noted they must take a proactive approach for the overall well-being of our community. She then highlighted community partners and ended by noting that child abuse is preventable, and child abuse thrives in silence.

Jessica White/Child Welfare Supervisor noted the wonderful job Safe Families does. She then noted the wonderful job her teams do, as they are passionate and work hard to investigate these cases. She noted how collectively they work together to make a difference.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in January and February 2025 Pursuant to the County Budget Control and Fiscal Management Policy

CA3. **Auditor**

Receive the List of Quarterly Audit Reports for Treasury Funds for the Third Quarter of Fiscal Year 2024-2025 (February 2025)

CA4. **Board of Supervisors**

Proclaim the Month of April 2025, as "Child Abuse Prevention Month" (Board Chair)

CA5. **Board of Supervisors**

Proclaim the Month of April 2025, as "Alcohol Awareness Month" (Board Chair)

CA6. **Board of Supervisors**

DRAFT

Proclaim the Month of April 2025, as "Friday Night Live Month" (Board Chair)

CA7. **Board of Supervisors**

Proclaim the Month of April 2025, as “Sexual Assault Awareness Month” and April 30, 2025, as “Denim Day" (Board Chair)

CA8. **Clerk of the Board**

Adopt a Resolution Restating the Joint Exercise of Power Agreement with Mother Lode Job Training; Approve Second Amendment to the Joint Powers Authority (JPA) Agreement for Mother Lode Job Training; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Health and Human Services Agency**

Approve Grant Agreement with Mental Health Services Oversight and Accountability Commission (MHSOAC) in the Amount of $500,000 for Mental Health Student Services Act (MHSSA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Proclaim the Week of April 7-13, 2025, as "Public Health Week"

CA11. **Health and Human Services Agency**

Approve the Certification Statement Regarding Composition of Membership for the Local Child Care Planning Council (LCCPC); and Authorize the Board of Supervisors Chair to Sign the Certification

CA12. **Health and Human Services Agency**

Approve an Agreement with Behavioral Health Center (BHC) Fremont in an Amount Not to Exceed $200,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Probation**

Authorize the Chief Probation Officer to Administer the Funds from the Juvenile Justice Realignment Block Grant (JJRBG) for the Local Innovation Grant through a Request for Proposal (RFP) Grant Process

CA14. **Sheriff's Office**

Approve an Agreement with Dailey Wells Communications Inc. in an Amount Not to Exceed $410,211.75 for BeOn Radio Software; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

DRAFT

F. Departmental Presentation

Steve Engfer/Planning Director gave a few updates on the Planning Commission meeting that was on the upcoming Friday. He discussed the Subdivision Map Act and zoning amendments. He then gave an update on the development code.

Kari Kisela/Chamber of Commerce noted that the Business Association meets the first Thursday of every month at 8:00 AM. She then noted that on Saturday the 5th at 9:00 AM, the Clampers would be unveiling the monument for the 175Th Birthday in Agua Fria. She then announced the Gem and Mineral Show would take place on the 12th and 13th. She ended noting that Butterfly Parade entries have been open.

Joe Lynch/County Administrative Officer updated the Board on federal funding changes. He noted on January 20th, 2025, grant funds had been frozen by Executive Order (EO) and two days later that EO was rescinded and funds continued to flow. He noted our potential liability is over $2 million. He noted on March 25th, 2024, the California Department of Public Health (CDPH) was notified that ELC funds (CARE Act) would be removed, we were notified we had 30 days to expend the funds we had. He noted he worked with Dr. Kristina Keheley and her team to see what can be done with the $193,000 they have which will be frozen after 30 days. He noted he felt confident that they will not see a dip in services as the HHSA Director and her team came up with solutions quickly. In response to Supervisor Smallcombe, Mr. Lynch acknowledged the vegetation management funding freeze other counties were dealing with, noting if something happens, they will scream into the mirror for 30 seconds and get back to work.

Ms. Kisela came back up to note as of April 1st the sales tax dropped to 8%. Mr. Lynch made a correction noting that the 0.5% measure that was approved in 2005 sunset dropping the sales tax to 8.25%.

G. Public Comment on Non-Agenda Items

Public comment was received by Julie Threet/California Resident, who gave a handout to the Clerk of the Board addressed to several individuals. She then discussed the COVID-19 vaccine and the issues she experienced with it. She noted she filed a report to the Vaccine Adverse Event Reporting System (VAERS). She stated she had dedicated her time to this cause as there has been no accountability for the harm this vaccine has caused. She noted she has set up meetings with other counties to discuss this and is happy to return and do so. She noted we locked up our seniors and children. She stated she is a mom and grandma, and the giving of this vaccine needs to end.

Ronald Owens/California Resident noted he worked as an Information Officer with the California Department of Public Health (CDPH) Office of Public Affairs for over 15 years. He noted on he had warned his upper management that the COVID vaccine seemed to be killing people of color at 2 times the rate of white Americans. He was not aware if the Governor or the head of CDPH were aware of the concerns. He noted they made it about the messenger and not the message, disciplined and muzzled him. He noted he gave up his comfortable position to spread awareness of how these vaccines are killing people. He noted they have been going to all of the California Counties Board of Supervisors meetings; they are currently at 29 of the 58 counties. He noted that there have been over 500 people with adverse reactions since December, noting that if the Board of Supervisors had taken a stance, there would be 500 fewer suffering individuals. He asked the

DRAFT

Board to stop promoting and administering the COVID vaccine. He noted he would send a follow-up to the Board and the Gazette.

H. Regular Agenda Items

/
/

1. **Board of Supervisors**

Receive a Presentation from Mariposa Safe Families

Megan Atkinson/Mariposa Safe Families gave a PowerPoint presentation. No public comment was received. Supervisors Kiser and Toso gave kudos.

RESULT: PRESENTATION HELD

2. **Board of Supervisors**

Receive a Presentation from the Mariposa Chapter of the Future Farmers of America (FFA) (Supervisor Menetrey)

Supervisor Menetrey introduced the item. Heely Patterson/President, Chloe Kind/Report, Lucas Ibbara/Treasurer, Cody Poor/Chapter Sentinel, and Madie Cole/Historian gave a PowerPoint presentation.

Public comment was received by Danielle Bondshu/Clerk of the Board, and Joe Lynch, who both commented, giving the students and the program kudos.

Supervisor Toso gave the students kudos as well.

RESULT: PRESENTATION HELD

3. **Sheriff's Office**

Receive a Presentation from Vanir Construction Management, Inc. Examining Several Funding Options to Support the Construction of the Project: and Discussion and Possible Direction for the Sheriff's Office Headquarters (HQ) Project Funding Source

Jeremy Briese/Sheriff introduced the item. Rob Nash/Senior Project Manager and Scott Murphey/Central Manager with Vanir gave a PowerPoint presentation.

No public comment was received. Board discussion ensued.

Public comment was reopened and comments were received by Jonathan Noel/Resident who noted he did not want to see a property tax increase. He gelt a 1% TOT increase could be sufficient. He then asked if there was anything else they could do with the building to assist in making the payments.

DIRECTION: Staff is to bring back information on payment and possible financing options.

RESULT: DIRECTION GIVEN

11:34 AM Chair Smallcombe recessed the Board for a brief break and reconvened at **11:40 AM.**

4. **Library**

DRAFT

Approve a Three-Year Memorandum of Understanding (MOU) with the Mariposa Friends of the Library, Effective April 1, 2025

Matt Johnson/Librarian gave the staff report.

Public comment was received from John Worl/Friends of the Library President, who noted the group has been around nearly 40 years. He noted they take their responsibilities seriously and are trying to get beyond their troubles. He noted this agreement would help focus the group.

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

5. **Public Works**

Waive the Second Reading and Adopt an Ordinance Creating a New Chapter 3.50 Titled "Administrative Remedies Procedures for Challenges to Fees, Charges, and Assessments"

Sam Cerveny/Deputy Director of Public Works gave the staff report. No public comment was received.

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

6. **Clerk of the Board**

Waive the First Reading and Introduce an Ordinance Amending Chapter 2.38 of the Mariposa County Code Titled "Department of Human Services," Amendment to Include Title Change to "Health and Human Services Agency"

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment was received.

RESULT:	**INTRODUCED**
MOVER:	District IV Supervisor Jenni Kiser
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District II Supervisor Poe

I. Board Information

DRAFT

Information Received.

J. Closed Session

Chair Smallcombe read the closed session items. No public comment was received on any of the closed sessions.

11:55 AM Chair Smallcombe recessed the Board into closed session.

1. **County Counsel**

   CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: Name of Cases: National Opioid Litigation

RESULT: CLOSED SESSION HELD

2. **County Counsel**

   CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Name of Cases: Christina Soltero, et al. v. Johnthan Fluharty No. 24CV-01922

RESULT: CLOSED SESSION HELD

3. **County Counsel**

   CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

4. **County Counsel**

   CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of cases to be discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

2:00 PM Chair Smallcombe reconvened the meeting and reported that during the closed session, the following took place.

- Closed Session Item 1: Information Received and Direction Given
- Closed Session Item 2: Information Received
- Closed Session Item 3: Information Received and Direction Given
- Closed Session Item 4: Information Received and Direction Given

K. 2:00 PM Reconvene

DRAFT

1. **Planning**

Discussion and Direction on the Administrative Draft 7th Cycle Housing Element Update

Steve Engfer introduced the item. Ben Goger/Senior Planner and Polina Pivak/Housing and Community Development Specialist gave a PowerPoint Presentation.

No public comment received

2:39 PM Danielle Bondshu stepped away and Malena Palmer/Deputy Clerk took over as Clerk. Ms. Bondshu returned as Clerk at **2:44 PM.**

Board discussion ensued.

DIRECTION: Staff is to add "park partners" to the update.

RESULT: DIRECTION GIVEN

L. Adjournment

3:11 PM Chair Smallcombe adjourned in memory of Thomas Cooke.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator of the Mariposa County; Name of County Negotiator: To Be Determined; Name of Employee Organizations: Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

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

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization: Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)
Name of County Designated Representative: To be determined
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] 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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: **CLOSED SESSION:** Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivison (b) Government Code Section 54956.9; Number of Cases to be Discussed: 1

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Significant Exposure to Litigation Pursuant to Subdivison (b) Government Code Section 54956.9; Number of Cases to be Discussed: 1

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (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

None.

ATTACHMENTS

1. C25-4 Matthew Tellez - Claim Form

Docusign Envelope ID: A4278DD3-8F2E-4112-A31D-F30007361360

CC 25-4

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF Matthew Tellez
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY
AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
March 17 2025
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Matthew Tellez
Whose address is: 1132 N Country Club Blvd
City and State: Stockton, CA Zip: 95204
Contact Phone: 818-697-6388 Email: tellezmathew@yahoo.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ 100,000+.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☒ Property Damage
- ☒ Personal Injury
- ☐ Contract
- ☒ Other *(Please List)* Loss of Income

which occurred on October 3 (MONTH/DAY), 20 24 in the vicinity of *(place where incident occurred)*:

5 Freeway southbound near County Rd. in the City of Woodland, CA.
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

Mr.Tellez was southbound on the 5 freeway in the city of Woodland, CA. Traffic came to a stop due to police activity ahead, when our client was rear ended by the County of Mariposa employee in violation of CVC Section 22350.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

County Employee Michael Locke is the county employee driving a 2017 Ford Fusion, License Plate #1463874 and registered to Mariposa County Public Works.

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

Mr. Tellez's complaints are to his head, cervical, thoracic, and lumbar spine.

He is still undergoing treatment.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care	$ 11,112.00+
Loss of earnings	$ Pending

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

2017 Toyota Tacoma	$ 18,077.51
	$

Other damages (ITEMIZE)

	$
	$

TOTAL DAMAGES INCURRED TO DATE: $ 29,189.51

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $ 1,000,000+

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $ 1,000,000+

All notices or other communications with regard to this claim should be sent to claimant at:

Drake Law Firm - Attn Ken Spero - 19935 Ventura Blvd, 3rd Fl, Woodland Hills, CA 91364

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***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.*

Dated: 3/6/2025

Signed: Signed by: BENJAMIN DRAKE FBEA4101F0344E2...

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Receive a Presentation on the Ralph M. Brown Act (Rubin Cruz)

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on the Ralph M. Brown Act (Rubin Cruz)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received Brown Act training in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive the presentation, and miss the opportunity to learn about the Brown Act and its recent changes.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa BOS Brown Act Presentation**

RPLG

Renne Public Law Group®

Highlights of The Brown Act Mariposa County Board of Supervisors

Rubin E. Cruse, Jr.
Renne Public Law Group
May 6, 2025

RPLG
Renne Public Law Group®

The Brown Act – why?

The Legislature finds and declares that:

Public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business.

It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

RPLG
Renne Public Law Group®

I. BROWN ACT

a. Legislative bodies

b. Meetings

c. Public Notice of Meetings

d. Public Comments at Meetings

e. Closed Sessions

The Board is a “Legislative Body”

- Legislative bodies create other legislative bodies
- Standing board committees are also legislative bodies subject to the Brown Act

RPLG
Renne Public Law Group®

RPLG
Renne Public Law Group®

I. BROWN ACT

a. Legislative bodies

b. Meetings

c. Public Notice of Meetings

d. Public Comments at Meetings

e. Closed Sessions

RPLG
Renne Public Law Group®

What is a Meeting?

- A majority of the members of the Board of Supervisors, or one of its standing committees, discusses or takes action on any matter within the jurisdiction of the Board or committee

RPLG
Renne Public Law Group®

Meetings may be:

- Formal or informal
- Planned or unplanned
- Involve only discussion or action, or both
- Advisory in nature, or involve exercise of power

RPLG
Renne Public Law Group®

Unlawful Meetings

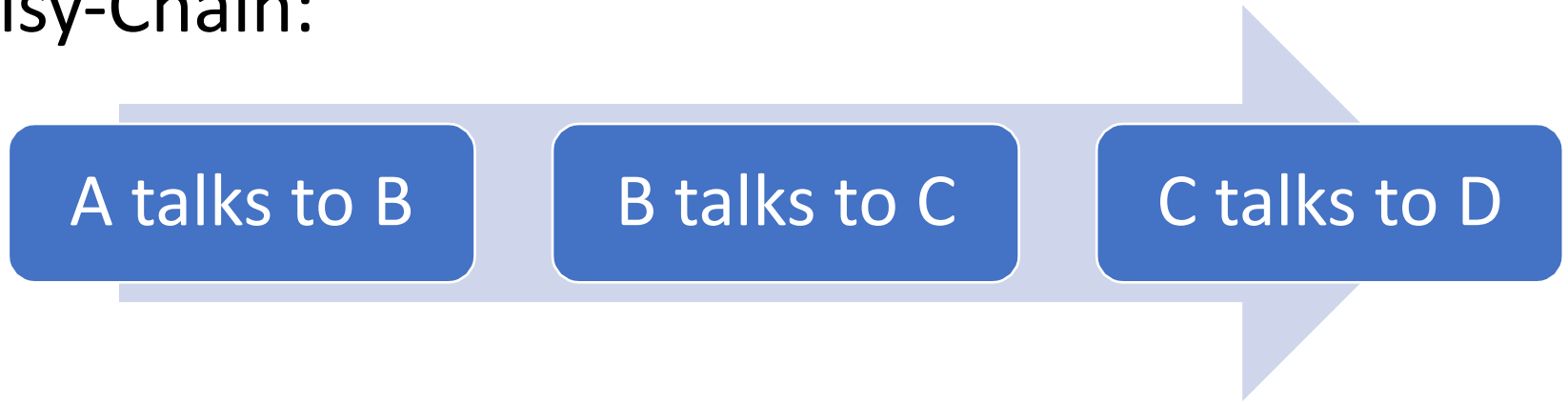
- “Pre-meetings”
- “Post-meetings”
- “Serial” meetings

How Serial Meetings Occur

- Through use of technology
  - Phone, E-mail, Social Media
- Through human intermediaries
  - Staff, Constituents
- May be inadvertent!

Types of Serial Meetings

- Daisy-Chain:



- Hub and Spoke:

Staff Member (the Hub) communicates with A, B, & C, one on one for the purpose of obtaining a collective commitment on an action.

RPLG
Renne Public Law Group®

Unlawful

Stockton Newspapers, Inc. v. Redevelopment Agency, 171 Cal. App. 3d 95 (1985)

Each member of the Redevelopment Agency's Governing Board participated in a one-on-one telephonic poll with the Agency's attorney for the purpose of obtaining a collective commitment or promise to approve a particular action.

Such one-on-one conversations are prohibited by the Brown Act where the contacts are planned by or held with the collective concurrence of a quorum of the body to privately discuss the public's business either directly or indirectly through the agency of a nonmember.

Each of the Board Members, through the agency of the governing body's attorney, concurred in the purpose of arriving at a collective commitment through the medium of the serially conducted telephonic poll.

RPLG
Renne Public Law Group®

Lawful

- Communications with Staff When:
  - Staff Is not Acting as an Intermediary for the Board Member
  - Staff is answering questions or providing information regarding a matter that is within the subject matter jurisdiction of the Board; and
  - Staff does not communicate to members of the Board the comments or position of any other member or members of the Board.

RPLG
Renne Public Law Group®

Lawful

- A unilateral written communication from Staff to the Board, such as an informational or advisory memorandum. *Roberts v. City of Palmdale*, 5 Cal. 4th 363 (1993).

- It may be a public record

- Staff must exercise care and not disclose other Board members' views and positions

RPLG
Renne Public Law Group®

Lawful

- Individual contacts between a Board member and any other person are permissible.

- A Board member may confer with constituents, advocates, consultants, news reporters, staff, or a colleague (but not with a majority of the Board, counting the member).

- Individual contacts cannot be used to do in stages what would be prohibited in one step. A series of individual contacts that leads to discussion, deliberation or action among a majority of the Board is prohibited.

Brown Act Social Media Restrictions

Member ***may*** communicate on social media to answer questions, provide information to the public or solicit information from the public.

Member ***may not respond directly*** to any communication that is made, posted, or shared by any other council member, if the post is regarding a matter within the subject matter jurisdiction of the body.

Majority of members ***may not*** use the internet-based social media platform to "**discuss among themselves**" business within its subject matter jurisdiction.

"Discuss among themselves" includes any communication on a social media platform including comments or use of digital icons that express reactions to communications.

RPLG
Renne Public Law Group®

Non-Meetings

- Attendance of majority at
  - Conferences open to the public
  - Community meetings open to the public
  - Meetings of other legislative bodies
  - Purely social, recreational, or ceremonial events

- **Caveat:** No discussion of County business by majority

RPLG
Renne Public Law Group®

I. BROWN ACT

a. Legislative bodies

b. Meetings

c. Notice of Meetings and Agenda Items

d. Public Comments at Meetings

e. Closed Sessions

Agenda Requirements

- **When and where posted**
  - ➢72 Hour Notice for *regular* meetings
  - ➢24 Hour Notice for *special* meetings

- **How items are described**
  - ➢Must alert a person of average intelligence and education to attend meeting or to seek more information about the item

RPLG
Renne Public Law Group®

Why does it matter what is listed on the agenda?

- A body subject to the Brown Act may *not* discuss or act on items not on an agenda

RPLG
Renne Public Law Group®

Limited Exceptions to Discuss Non-Agenda Items

- May briefly respond to statements made or questions posed by persons making public comment.
- May ask a question for clarification, make a brief announcement, or make a brief report on own activities.
- Subject to the Board's rules of procedure, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting, or take action to direct staff to place a matter of business on a future agenda

Process for Handling Agenda Items

RPLG
Renne Public Law Group®

- **Brown Act's Requirements**
  - The public must be provided an opportunity to comment before or during the Board's consideration of an agenda item.
  - Except for authorized closed session item, the Board must take action in public on the agenda item.
  - No secret ballots.

Process for Handling Agenda Items

- **Parliamentary Procedures**
- These are the general rules for managing the meeting.
  - Example:Robert's Rules of Order or Rosenberg's Rules of Order

- The Brown Act does not require any particular parliamentary procedural rules.

- The Board of Supervisors may establish rules and regulations for the government of the Board, the preservation of order, and the transaction of business. Government Code §25003

Process for Handling Agenda Items

RPLG
Renne Public Law Group®

- **Purposes of Parliamentary Procedures**
  - Maintain Order
  - Ensure all voices are heard

Process for Handling Agenda Items

RPLG
Renne Public Law Group®

- **Board Chair Handbook & Board Rules of Procedure for Meetings**
  - Board Chair presides at all meetings
  - Board Chair may only propose a motion or second a motion, after relinquishing the Chair and may not resume the Chair until after the vote is taken.
  - Board Chair's role is to maintain order in the process.

Process for Handling Agenda Items

- **Board Chair Handbook & Board Rules of Procedure for Meetings**
  - Regular Agenda Items

The item is called

- *Staff Report/Presentation (regular items)*
- *Board Questions/Clarification*
- *Public Comment*
  - ✓ *Must be taken on every item – even closed sessions.*
  - ✓ *Should always be addressed to the chair – not staff or the audience.*
  - ✓ *All questions should be answered after Public Comment closes*

This usually works best when arrangements have been made in advance for the department head, or presenter, to make a list of questions as they arise during the Public Comment period.

  - ✓ *Should be reopened if new information arises.*
- *Board Deliberation*
- *Action/Direction*

RPLG
Renne Public Law Group®

I. BROWN ACT

a. Legislative bodies

b. Meetings

c. Notice of Meetings and Agenda Items

d. Public Comments at Meetings

e. Closed Sessions

RPLG
Renne Public Law Group®

Types of Public Comment

- All Meetings: Must allow public comment on every agenda item before action is taken or discussion concluded

- Regular Meetings: Must allow general public comment on any matter within the Board's jurisdiction

Rights of the Speaker

- Right to criticize policy, the Board, its members, and its staff
- May be required to follow content-neutral procedural rules applicable to all speakers
- No different treatment based on viewpoint or identity of speaker

RPLG
Renne Public Law Group®

Limits on Right to Public Comment

- "Up to" five minutes on an item
- Board may impose further reasonable limits on time
- No right to a response from the Board or staff

RPLG
Renne Public Law Group®

Limits on Right to Public Comment

- Cannot Disrupt the Meeting
- In general, a member of the public may be removed if the Chair has warned the person that their behavior is disruptive and that continued disruption may result in removal
- No prior warning is required if there is a use of force or true threat of force

RPLG
Renne Public Law Group®

I. BROWN ACT

a. Legislative bodies

b. Meetings

c. Notice of Meetings and Agenda Items

d. Public Comments at Meetings

e. Closed Sessions

Closed Sessions

- A closed session is a meeting of a legislative body conducted in private *outside* of the presence of the public or press
- Closed sessions are permitted *only* to the extent expressly authorized by the Brown Act
- Special agenda language is needed

RPLG
Renne Public Law Group®

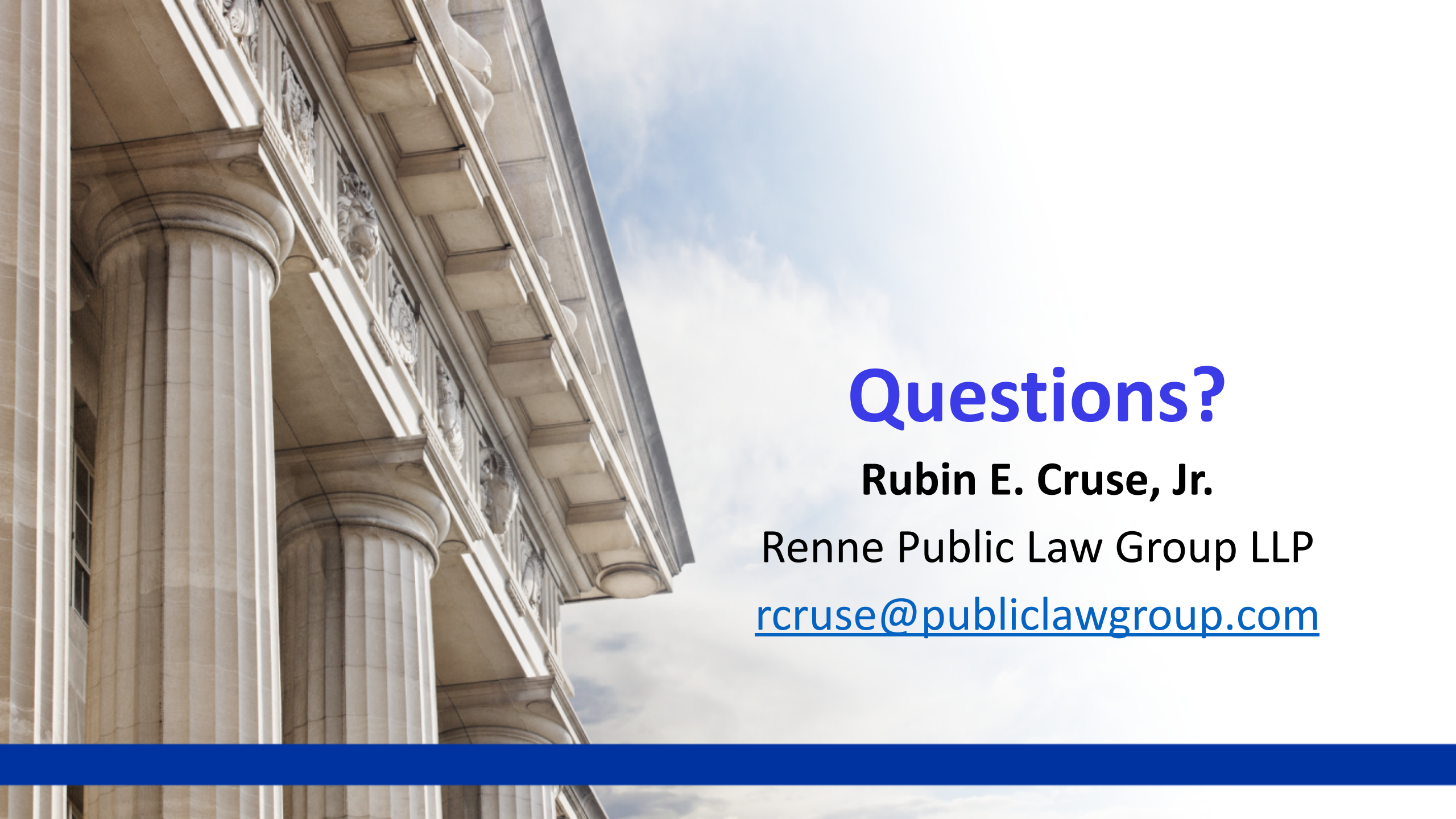
Common Closed Session Topics

- Personnel decisions regarding employees who are appointed by Board (employment, evaluation, discipline, dismissal)
- Real Estate Negotiations
- Labor Negotiations
- Litigation

RPLG
Renne Public Law Group®

Closed Session Rules

- Certain types of actions taken must be reported out in open session.
- Board members must not disclose information discussed in closed session.



Questions?

Rubin E. Cruse, Jr.

Renne Public Law Group LLP

rcruse@publiclawgroup.com

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-169

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** Adopt a Resolution Adopting a Mitigated Negative Declaration; Approve General Plan/Area Plan Amendment Application No. 2024-100; and Approve Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102 with Findings, Conditions, Mitigation Measures, and Mitigation Monitoring Program; Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Adopt a Resolution Adopting a Mitigated Negative Declaration; Approve General Plan/Area Plan Amendment Application No. 2024-100; and Approve Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102 with Findings, Conditions, Mitigation Measures, and Mitigation Monitoring Program; Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

See attached Staff Report with attachments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No Board of Superviors actions have occurred on this project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may make edits to the recommended action.
Negative Action would require staff to return to the Board with findings for denial.

FINANCIAL IMPACT

None. No budget action is a part of this request. Application costs are the applicant's responsibility.

ATTACHMENTS

1. **Staff Report**
2. **Attachment 1 - Vicinity Map**
3. **Attachment 2 - Project Plans and Description**
4. **Attachment 3- PC Resolution**
5. **Attachment 4 - Initial Study**

6. **Attachment 5 - Proposed MND**
7. **Attachment 6 - Public Comments**
8. **Attachment 7 - Board Resolution**
9. **Presentation PPT**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

MARIPOSA PLANNING STAFF REPORT

From: Steve Engfer, Planning Director

Board of Supervisors Meeting Date: May 6, 2025

PROJECT: **General Plan/Area Plan Amendment (GP/AP) Application No. 2024-100; Conditional Use Permit Application No. 2024-101; Major Design Review Application No. 2024-102**

APPLICANT: **Topos Ventures LLC**

LOCATION: **Supervisorial District II**

STATE CLEARING HOUSE NUMBER: **2025030958**

NOTICING:
Gazette Ad: April 17, 2025
Mailed Notice: April 15, 2025
Posted Notice: April 15, 2025

COMMISSION ACTION: The Planning Commission recommends the Board of Supervisors adopt a resolution:

A. Adopt a resolution adopting a Mitigated Negative Declaration and approving General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102 with findings, conditions, mitigation measures, and mitigation monitoring program, and

B. Adopt an ordinance amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to change the Single Family Residential 2.5-acre land use classification within APN 002-220-001 to the Highway Service Commercial classification pursuant to General Plan/Area Plan Amendment Application No. 2024-100; and

C. Adopt an ordinance amending the text of Section VI(A)(1) of the Coulterville Town Plan to add Special Occupancy Parks as defined in the State Health and Safety Code as conditional uses in the Highway Service Commercial land use classification pursuant to General Plan/Area Plan Amendment Application No. 2024-100.

STAFF SUMMARY ANALYSIS:

Project Location:

The project site is located at 10407 Highway 49, Coulterville, CA, 95311 within the Coulterville Town Planning Area boundaries, approximately one-half mile north of the intersection of Main Street and Highway 49 in Coulterville. The site takes direct access from State Highway 49. The Assessor's Parcel Number for the 3.49±-acre parcel is 002-220-001. (Parcel acreage based on record of survey filed on January 29, 2025 in Book of Maps at Page 3129, Mariposa County Records). The property is situated in the SW ¼ of Section 34, T.2S., R. 16E., MDBM. It is located on the Coulterville California 7.5 Minute USGS Quadrangle (37°42'57.54" N and 120°12'12.17" W).

The project site is the location of the former Yosemite Gold Country Lodge & Campground. This former project consisted of two Special Occupancy Park (SOP) mobile home lots; six SOP RV lots with drains, and four SOP lots without drains; a nine-unit motel with an office/reception area; laundry building; bathroom/shower building; 30-35 parking stalls; mobile home unit; internal driveways; and appurtenant structures. The project site is currently under the ownership of Yosemite Motel Investment LLC. That former development ceased operations roughly four years ago and the structures have deteriorated significantly. The following pictures show the abandoned lodge building and additional deteriorated structures on the project site.

The following two pictures are of the former motel on the project site.

The following photos show some of the dilapidated structures on the project site.

Project Description:

- Demolish and remove the motel building, office/reception/manager's residence (AKA "Lodge"), laundry building, shop building, bathroom/shower building, mobile homes, cabin shells, and other unusable remnants of the former motel/HCD Special Occupancy Park.
- Decommission private water supply well in favor (and continued use) of municipal public water service.
- Reorganize the park layout to accommodate 25 RV pad sites. Twenty-five Recreational Vehicle Industry Association (RVIA) and Housing and Community Development Department RVs (park models) will be docked at each pad and continuously hooked up; No transient RV spaces would be offered for rental.
    - RV pads would be compacted gravel and would be "full hookup" with 50-amp electric pedestals, potable water supply, and 3" sewer cleanout connections.
    - One (1) mobile home site will be reserved for workforce housing of no more than two (2) employees.
- Two (2) 250 sq. ft. enclosed and conditioned structures for communal gathering.
- 250 sq. ft. check-in building with "camp store" and ½ bathroom complete with electrical, water and sewer connections.
- 200 sq. ft. electric sauna and cold-plunge tank
- 800 sq. ft. pavilion for gatherings.
- Two (2) 120 sq. ft. nature viewing decks.
- 240 sq. ft. bathhouse with toilets, showers and sinks for guests.
- Space for 33 parking stalls
- Ancillary uses such as two communal fire pits and a covered fire pit.
- New signage, landscaping and lighting meeting Coulterville Town Planning Area design standards.
- Underground domestic water, sewer collection, and electric throughout the site will feature code compliant design and construction material standards.
- Ensure compliance with all applicable statutes, regulations and standards.

There will also be ancillary uses such as two communal fire pits and a covered fire pit.

Water and sewer service would be provided by the Coulterville Municipal Services District, a dependent district operated by Mariposa County.

The project will be permitted as a Special Occupancy Park by the California Housing and Community Development Department. A Special Occupancy Park is defined in Section 18862.43 of the State Health and Safety Code as a recreational vehicle park, temporary recreational vehicle park, incidental camping area, or tent camp. The structures to be rented on a short-term basis are "park models" which are defined as recreational vehicles.

Standards for Special Occupancy Parks are contained in Chapter 25, Division 1, Chapter 2.2 of the California Code of Regulations. Following are the general code sections in which specific standards and regulations are contained:

Article 1 - Administration and Enforcement (§ 2000 to 2052)
Article 2 - General Park Requirements (§ 2100 to 2126)
Article 3 - Electrical Requirements (§ 2130 to 2190)
Article 4 - Fuel Gas Requirements (§ 2200 to 2236)
Article 5 - Plumbing Requirements (§ 2240 to 2284)
Article 6 - Fire Protection Standards for Parks (§ 2300 to 2319)
Article 7 - Installations and Facilities (§ 2320 to 2360)
Article 8 - Permanent Buildings and Commercial Modulars (§ 2382 to 2399)
Article 9 - Accessory Buildings and Structures (§ 2422 to 2518)
Article 10 - Violations, Complaints, and Abatement (§ 2600 to 2619)
Article 11 - Informal Conferences and Hearing Procedures (§ 2750 to 2759)

Days of Operation and Employees:
As noted above, the project will operate seven days per week and is anticipated to have four (4) part-time and two (2) full-time employees on site at any given time. One full-time general manager will live on site. Additional employees include an assistant general manager and up to four part-time maintenance and/or housekeeping staff hired from the general area. Seasonality and occupancy will dictate the part-time staffing levels.

Project Applicant:
Topos Ventures is a real estate development company dedicated to integrating hospitality with the outdoors by fostering connections with natural surroundings. The company states that it offers unique, refreshing and authentic experiences. Whether it is advisory services, third party development or investment partnerships, the company states it is focused on staying true to this mission.

Project Operator:
The Special Occupancy Park would be permitted by the State Department of Housing and Community Department and would be operated by Offsite Camp, Inc. Offsite Camp states it is dedicated to transforming traditional campgrounds into modern tech-enabled hospitality spaces designed for outdoor exploration. The company further states that it emphasizes sustainability, efficiency and affordability.

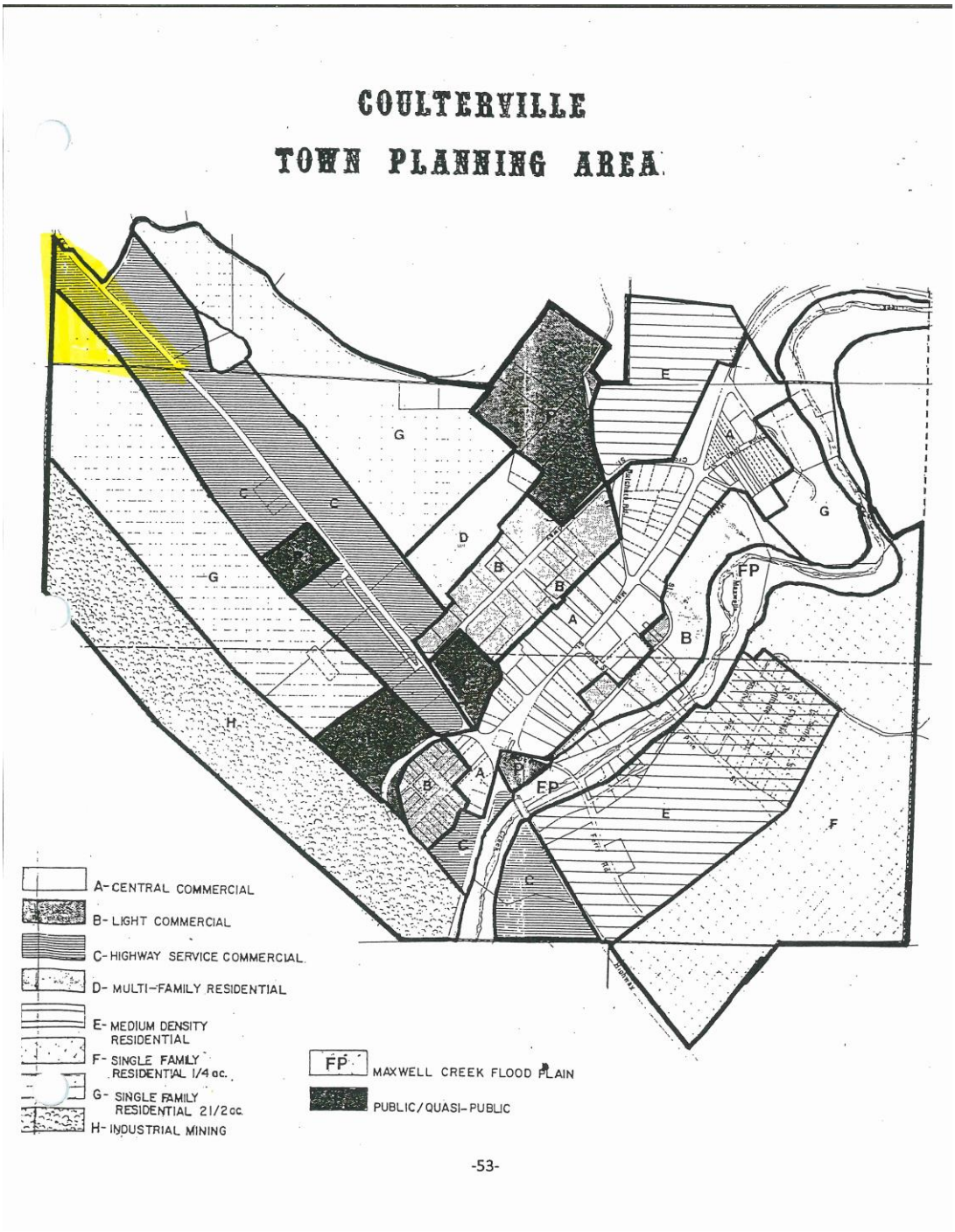
General Plan/Area Plan Amendment:
General Plan/Area Plan Map Amendment: In order to implement the Special Occupancy Park project, the approximately one-third of the project site currently classified as Single-Family Residential (SFR) 2½ acres[1]

[1] The text and land use map contained in the Coulterville Town Planning Area Town Plan are in conflict regarding the name of this classification. The text refers to the classification as "Rural Residential" and the land use map identifies the

would need to be reclassified to the Highway Service Commercial (HSC) classification, thereby making the entire site Highway Service Commercial. Reclassification of a portion of the project site will require a general plan amendment since the Coulterville Town Plan is included in Volume II of the county's General Plan; therefore, any change to that Plan is an amendment to the General Plan.

Current Coulterville Town Planning Area Land Use Diagram

(Project Site in Yellow Highlight)



classification as "Single Family Residential 2.5 acres." It is the map that is proposed for amendment, so the term Single Family Residential" is used to describe the amendment.

Currently, there are 30.4 acres of land within the Coulterville Town Planning Area boundaries classified Highway Service Commercial. This area is identified as C – Highway Service Commercial on the land use diagram. The project proposes adding approximately one-third of the 3.49± acres to that total with the reclassification of the Single Family Residential portion of the site. Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified HSC in the community of Coulterville.

General Plan/Area Plan Text Amendment: Special Occupancy Park uses, such as proposed by this project, are not listed as either permitted or conditionally permitted in the HSC land use classification. Except for single-family residential and accessory uses, every use in the HSC classification is a conditional use. Section VI(A)(1) – *Highway Service Commercial* in the Coulterville Town Plan lists hotels and motels and other uses such as retail establishments and institutional uses as conditional uses in the HSC classification. In order to implement the project, the applicant seeks an amendment to this section of the Town Plan to add Special Occupancy Park uses as conditional in the HSC classification.

The following shows the proposed amended text (Proposed text shown in *italicized, underlined type*; deleted text shown in ~~double strikethrough~~ type):

Highway Service Commercial:

Permitted Uses:

a. One single-family dwelling per parcel
b. Accessory buildings pertinent to the permitted uses.

Conditional Uses:

Within the Highway Commercial District the following uses subject to securing a use permit in each Case:

a. Dwellings and dwelling groups subject to the building area: lot width and yard requirements specified for medium density residential districts.
b. Hotels, Motels, Clubs, Lodge Halls, Hospitals, Sanitariums, ~~and~~ Clinics, *and Special Occupancy Parks as defined in the California Health and Safety Code*.
c. Retail stores and shops of a highway commercial service character and conducted within a building, including restaurants and cafes , drive-in restaurants, refreshment stands, gift or curio shops, antique stores, bars or cocktail lounges, food stores and other uses which are of a similar character to those enumerated and will not be detrimental or obnoxious to the neighborhood in which they are located.
d. Outdoor advertising signs.
e. Public and quasi-public uses, including churches.
f. Service Stations.

Requirement for zoning amendment:

The action to amend the land use diagram and text of the Coulterville Town Planning Area Town Plan necessitates the adoption of zoning ordinance amendments. Although the Coulterville Town Planning Area Specific Plan (the Plan's original title) was adopted by resolution in November of 1980 and is included in

Volume II of the Mariposa County General Plan, all zoning regulations in the Plan and the Plan's zoning map were incorporated into Title 17 (Mariposa County Zoning Ordinance) by the Board of Supervisors on August 22, 2000 with the adoption of Ordinance 951. Therefore, text and the land use diagram in the Town Plan have been adopted by ordinance and any amendments to them must be adopted by ordinance.

Environmental Review:

An Initial Study was prepared for the project in accordance with the provisions of the California Environmental Quality Act (CEQA). The Initial Study incorporated discussion of the materials submitted as part of the application for the project, including the special studies that have been prepared for the project:

The Initial Study found that the project that would be allowed to be constructed by the general plan/area plan and zoning ordinance amendments will have a potentially significant impact on the CEQA checklist issues of Biological Resources and Cultural Resources. Biological resources potentially impacted by the project are pallid bat, western red bat, and nesting habitat for raptors, migratory birds and additional bird species. Mitigation is proposed to reduce these potentially significant impacts to less than significant levels. Based on the environmental analysis, a Mitigated Negative Declaration is proposed to be adopted for the project.

Mitigation measures are part of the recommended conditions of approval for the project, which are shown in the Planning Commission resolution and draft Board resolution that are attached to this staff report.

The Initial Study and proposed Mitigated Negative Declaration (MND) for the project was sent to the State Clearinghouse for review by government agencies. The State 30-day review period ran from March 24, 2025 to April 22, 2025.

The Intent to Adopt a Mitigated Negative Declaration was mailed to all property owners within 300 feet of the project site on March 14, 2025. (This notice was combined with the notice for the Planning Commission hearing on the project.) The local public review period for the Initial Study commenced on March 20, 2025 and ended on April 21, 2025. The notice of public hearing and Intent to Adopt was published in the Mariposa Gazette on March 20, 2025.

The combined notice was also posted in three (3) locations in the community of Mariposa and on the Planning Department's website on March 14, 2025, and was mailed for posting at the Coulterville Post Office on March 14, 2025.

Comments received on the Initial Study/proposed Mitigated Negative Declaration and staff responses to those comments are shown in the "Public Comments Received" section below.

Detailed Project Description for GP/AP No. 2024-100; CUP No. 2024-101; Major Design Review No. 2024-102

Historic Use of the Project Site:

Until roughly four years ago, the 3.49±-acre project was the home of the Yosemite Gold Country Gold Motel and Campground. This use was established in the 1960s and it predated the adoption of the Coulterville Town Planning Area Specific Plan.[2] With the adoption of the Coulterville Town Plan and the implementation of land use classifications within the Plan boundaries, the land use classification covering the motel portion of the 3.49±-acre project site as well as some of the campground uses was Single Family Residential 2.5 acres. Motel and campground uses are not listed as permitted or conditionally permitted within the classification. Likewise,

[2] The original Coulterville Town Planning Area plan was titled "Specific Plan." The 2006 General Plan changed the name of the Plan to "Town Plan."

campground uses are not listed as permitted or conditional within the Highway Service Commercial classification. Therefore, the motel/campground development became a legally existing nonconforming use upon adoption of the plan. The project could continue to operate under that status. However, that project ceased operation roughly four years ago and was not reestablished within the required three-year period following closure to continue operation as a legally existing nonconforming use as per Section 17.08.020(D) of Mariposa County Code. The three-year period to reestablish the use under this section of code ended on June 15, 2024. Therefore, that project, or a similar project, could not be reestablished on the site under the existing configuration without an amendment to the land use diagram and the text of the Coulterville Town Plan.

Agency Review and Comment:

The proposed project was initially reviewed by affected agencies under Pre-Application Review No. 2023-166. Comments were received from the Mariposa County Public Works Department, the Mariposa County Fire Department/CAL FIRE, Mariposa County Environmental Health Unit, and Caltrans.

Public Works Comments:

Public Works initial comments addressed the need for a complete set of engineered site plans addressing grading, drainage, storm water retention and runoff, traffic, access improvements and infrastructure. Comments also stated the existing Coulterville Community Services District water and sewer systems can serve the project but may require improvements to do so. An evaluation of the project daily water and sewer needs of the project was required and the figures were to be compared to the existing capacities of the existing systems. Initial comments state that review of the sewer system reveals the potential need of a upgrade of an existing lift station. Project flow capacity must be determined and compared to the existing system capacity to determine project impacts. Based on an assumed value of approximately 4000 gallons per day, the existing system would likely be adequate. Public Works required documentation of actual flows before a final determination can be made.

An inline monitoring system must be installed for daily monitoring of the chemical balance of the effluent, which is typical of RV parks, due to chemical treatment done by the RV users.[3] If levels exceed standards, an on-site treatment system may be required prior to intake into the public collection system.

The project will be required to install a backflow preventer at the connection to the public water system. Prior to a reconnect of the water system, all back fees and a hookup fee must be paid.

Public Works also addressed permitting requirements for any work done within the Highway 49 right-of-way.

Project Water Demand Analysis:

Subsequent to pre-application review of the project, the project applicants submitted a preliminary water and sewer demand analysis that was prepared by VVH Consulting Engineers. The project's water demand compared to the existing capacity of the Coulterville system is discussed in detail in sections B.15.a&b, B.15.e and B.19.b in the CEQA Initial Study prepared for the project, which is included in this staff report as an attachment. The following summarizes the conclusion of that analysis:

> The VVH report states that a full, detailed analysis of the existing water system's capacity to accommodate the proposed development is beyond the scope of the analysis. However, a preliminary analysis of the existing water system demand and storage capacity can be undertaken to determine if sufficient water storage is available for the proposed development.
>
> *Average Day Demand:* *The County of Mariposa Engineer's Report* prepared by Pinnacle Advanced Reliability Technologies for the Coulterville system indicates a total of 85 active, existing residential services. Assuming an average daily demand of 200 gallons per unit per day, the total Average Day Demand of the existing system and proposed project can be computed as follows:

[3] Revised site design submitted by the project applicants show that stationary "park model" RVs will be placed on the project site and will have continuous hookups.

Existing System (85 x 200)	17,000 gallons
Project Avg. Day Demand	1,900 gallons
Total Average Day Demand	18,900 gallons

Maximum Day Demand: Maximum Day Demand can be estimated as 2.3 x Average Day Demand, or: 2.3 x 18,900 = 43,470 gallons.

VVH analysis of the total effective available water storage for the Coulterville system factored available groundwater storage, estimated to be 106,236 gallons, and the storage tank volume of 205,000 gallons. Combining these resources results in the following total effective available storage within the system:

Tank Volume:	205,000 gallons
Groundwater Storage Volume:	106,236 gallons
Total Effective Available Storage:	311,236 gallons

The VVH analysis estimated the total minimum required storage volume for the Coulterville water system, including the proposed project, to be 252,768 gallons. This figure was based on equalization storage, emergency storage and fire flow storage.

The VVH analysis of water demand concludes with the following statement:

The total available storage volume provided by the combined existing tank and groundwater well capacity of 311,236 gallons is more than the total estimated required storage volume of 252,768 gallons. Therefore, the existing system should have sufficient storage volume to accommodate the proposed development.

Project Sewer Demand Analysis:

The project's sewer demand compared to the existing capacity of the Coulterville system is discussed in detail in Section B.15.e in the CEQA Initial Study prepared for the project. The following summarizes the conclusion of that analysis:

The analysis prepared by VVH Consulting Engineers states that Mariposa County does not have any published requirements for sanitary sewer generation rates from new developments. Sanitary sewer flows from the project are assumed to be nearly identical to the domestic water demands for the project since there will be no landscape irrigation for the project. Therefore, the sanitary sewer flows for the project are estimated as follows:

Average Daily Wastewater Flow: 1,900 gallons per day
Peak Wastewater Flow: 120 gallons per minute.

The VVH analysis concludes that the condition, slope, and existing flows within the existing 6-inch sewer main along the project frontage are not currently known. However, a 6-inch sewer main installed at a minimum slope of 0.5% (0.005 ft/ft) can accommodate a flow of nearly 150 gpm when flowing only 70% full. It is therefore reasonable to assume that the existing 6 inch sewer main should accommodate the proposed 120 gpm peak flow from the development, assuming there are no downstream flow impediments or other unknown circumstances.

The revised project, now being processed as General Plan/Area Plan Application No. 2024-100; Conditional Use Permit No. 2024-101; and Major Design Review No. 2024-102, was sent to affected agencies for comment

on September 13, 2024 with a link to the studies, including the water and sewer demand analysis, prepared for the project. No further comments were received from the Mariposa County Public Works Department.

Public Works' requirements are included in the recommended conditions of approval for the project shown in the Planning Commission resolution that is attached to this staff report.

Environmental Health Unit (EHU) Comments:
Mariposa County EHU submitted comments when the project was reviewed under Pre-Application Review No. 2023-166. EHU stated that the existing on-site well is to be destroyed under permit by a certified well driller and that the well may not be used to provide drinking water to the public as is. The Unit had concern that the original site plan didn't identify a dumpster enclosure area or area for refuse collection and disposal. A refuse collection area must be rodent and bear resistant.

EHU comments on the revised site plan stated that the decommissioning of the existing private water supply well will require a well destruction permit from EHU. The proposed check-in building with a "camp store" may require a Food Facility permit from EHU before operating and that the proposed cold plunge tank may require a commercial pool/spa operating permit from EHU and shall be built to commercial standards.

The revised site plan submitted by the project applicant shows a refuse disposal area, which addresses EHU's concerns relating to this issue.

EHU requirements are included in the recommended conditions of approval for the project shown in the Planning Commission resolution that is attached to this staff report.

Caltrans Comments:
Caltrans submitted comments when the project was reviewed under Pre-Application Review No. 2023-166. Caltrans comments addressed the following issues relating to traffic operations:

- The existing driveway needs to be upgraded to current Caltrans Highway Design Manual standards.
- The project proponent will need to provide the off-tracking analysis for recreational vehicles (RV) entering and exiting the property.
- Due to longer entry and exit times necessary for RVs, which negatively impact highway safety/operations by creating new conflict points and turning movements, the proposed project needs to consider widening the shoulders on the north and south sides of the site driveway to provide at least a 12-ft wide and 100-ft long approach and departure tapers.

Subsequent to the submittal of Caltrans' comments under pre-application review, the project applicant commissioned Kimley Horn to prepare a traffic assessment to address potential impacts on Highway 49 from the proposed project. A detailed summary of the assessment is discussed in shown in Section B.17.a&c of the CEQA Initial Study prepared for the project. The assessment addressed the following issues:

- Corner sight distance
- Trip generation
- Minimum required throat depth
- Site access, circulation and parking
- Driveway sight distance
- Safety evaluation
- Design vehicle turning movements

The assessment concluded the following:

- The project is anticipated to generate 65 daily weekday trips. The project is anticipated to generate 21 trips during the weekday AM peak hour, 13 trips during the weekday PM peak hour, and 24 trips during the Saturday peak hour.
- The project provides sufficient throat depth to allow for safe and efficient on-site operations.
- The project site plan provides sufficient access and circulation to convey reasonably anticipated vehicle types. The project provides a sufficient number of on-site parking spaces per the applicable County code. (The Mariposa Town Plan standards for hotel/motel parking space demand has been used for determining demand for this project.)
- The project driveway does not meet desired Caltrans Highway Design Manual Corner Sight Distance time gap standards looking left per field observations. The project driveway does meet minimum Caltrans Highway Design Manual Stopping Sight Distance standards for all movements based on field observations and collected roadway segment speed data on Highway 49.
- Per data provided by Caltrans, the roadway segment of Highway 49 proximate to the project site exhibits a crash rate below the statewide average for similar facilities. The project is not anticipated to significantly alter this existing condition.
- Based on the generated turning movements, the project site and associated driveway improvements will adequately accommodate recreational vehicles (RVs).

It should be noted that the revised project does not propose spaces for mobile RVs. The project proposes the establishment of stationary park model RVs, which will reduce potential impacts from RVs continuously entering and exiting the site. The revised project, now being processed as General Plan/Area Plan Application No. 2024-100; Conditional Use Permit No. 2024-101; and Major Design Review No. 2024-102, was sent to affected agencies for comment on September 13, 2024 with a link to the studies, including the traffic assessment, prepared for the project. No further comments were received from Caltrans.

Caltrans also provided comment on environmental issues associated with project development that may impact the Caltrans right-of-way (Highway 49). Those comments addressed the following:

- The necessity for the project to obtain an encroachment permit from Caltrans for any work performed in the right-of-way. Technical studies must be submitted along with the permit application, including those addressing potential impacts to cultural sites, historic properties, biological resources, hazardous waste locations, scenic highways, and/or other environmental resources within the right-of-way at the project site.
- Evidence of consultation with local Native American tribes and interested parties will need to be presented within the technical documents for approval of encroachment in the Caltrans right-of-way.
- The necessity for pre-construction surveys of mature trees in the right-of-way to determine any impacts to nesting birds.

The Initial Study prepared for the project concluded that potential impacts on nesting birds during construction within the right-of-way is significant requiring mitigation to reduce the potential impacts to less than significant levels. The issue is discussed in detail in Section B.4.d in the Initial Study prepared for the project. Mitigation Measure 4.d.2 addressing this potentially significant impact is shown in this section of the Initial Study and in the recommended conditions of approval for the project shown in the Planning Commission resolution that is attached to this staff report.

Additional Caltrans' requirements are included in the recommended conditions of approval for the project.

Mariposa County Fire Department/CAL FIRE comments:
Mariposa County Fire Department/CAL FIRE submitted comments when the project was reviewed under Pre-Application Review No. 2023-166. Those comments addressed the requirement that the project will be subject to all applicable standards of Public Resources Code 4290 relating to road/driveway width, surface, grade, radius, turnarounds, turnouts, dead-end road length, gate entrances, addresses for buildings, emergency water,

building and parcel siting and setbacks, ridgelines, and disposal of flammable vegetation and fuels. The department further commented on the revised project that it must comply with minimum code requirements related to fire and life safety and that structures are subject to the requirements of all applicable codes such as the most current California Fire Code.

Mariposa County Fire Department/CAL FIRE requirements are included in the recommended conditions of approval for the project.

Potential impacts from the project on fire-related issues are discussed in detail in subsections B.9.f and B.9.g – *Hazards and Hazardous Materials* and Section B.20 – *Wildfire* in the Initial Study prepared for the project.

Design Review Considerations:

The design and construction of the proposed project will be subject to all applicable standards of Section VI(D) – *Community Design* subjection 2. – *Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District*. This section contains standards for site development, building design, landscaping, and signs.

The Town Plan's site development standards that most pertain to this proposed project are those that address grading. Although the project site has been significantly disturbed by past development and has several stepped levels, grading will occur and the Town Plan standards state that *"Grading shall be minimized by utilizing multiple or stepped buildings which conform with the natural topography."* Stepped buildings are not proposed since the location of structures and RV space areas on the project site will take advantage of prior grading that allowed uses to be placed on level ground at various elevations on the project site. The preliminary grading and site plans submitted by the project applicant show that two retaining walls are to be constructed on the site. They will exceed four feet in height and will retain material meaning they will be required to be engineered. The project will be subject to all applicable grading standards contained in Appendix J – *Grading* of the 2022 California Code of Regulations Title 24.

Coulterville site development standards also state that all utilities, with the exception of propane tanks, are to be underground on the project site. The project site is currently served by electrical power with above-ground poles and lines; therefore those current facilities will be allowed to be retained and upgraded as necessary.

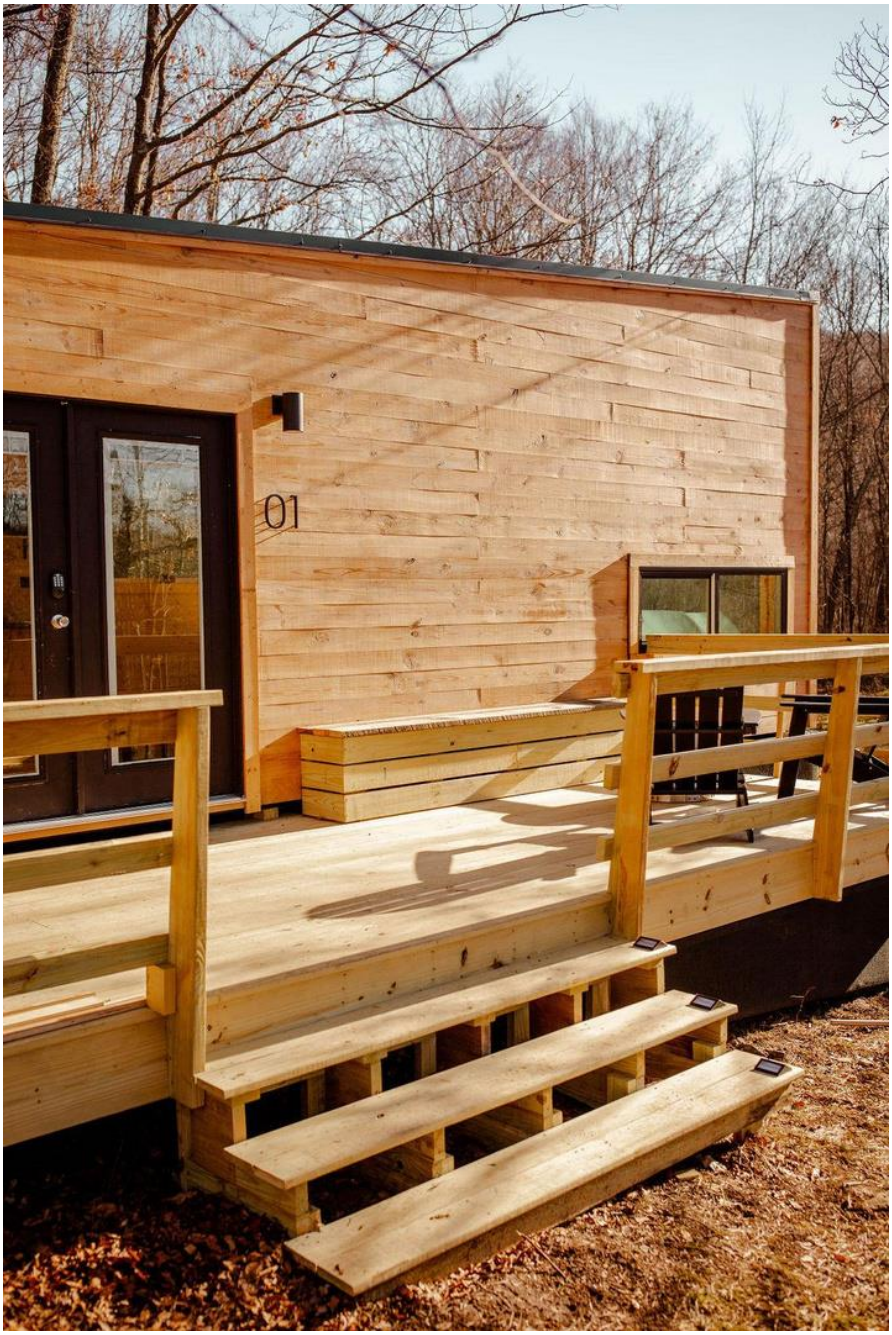
Building Design:

Building design standards for Coulterville mandate that structures should not conflict with adjoining development and shall have an appropriate scale which is harmonious with the neighborhood. Those standards do not specifically apply to this project in that the site is located at the extreme northern portion of the Town Plan boundaries with very little commercial development. Since the site has been used since the 1960s with a similar use to that which is proposed, these standards are not applicable to the project.

The building design standards state that base color for buildings (largest building surface) should generally be light colors in warm tones with trim to be brighter or darker colors to complement architectural features. Natural finishes are encouraged and painted surfaces shall be harmonious with the natural finish. The following photos are examples of the proposed design and color scheme of structures on the site.

Sauna Building

Park Model Structures

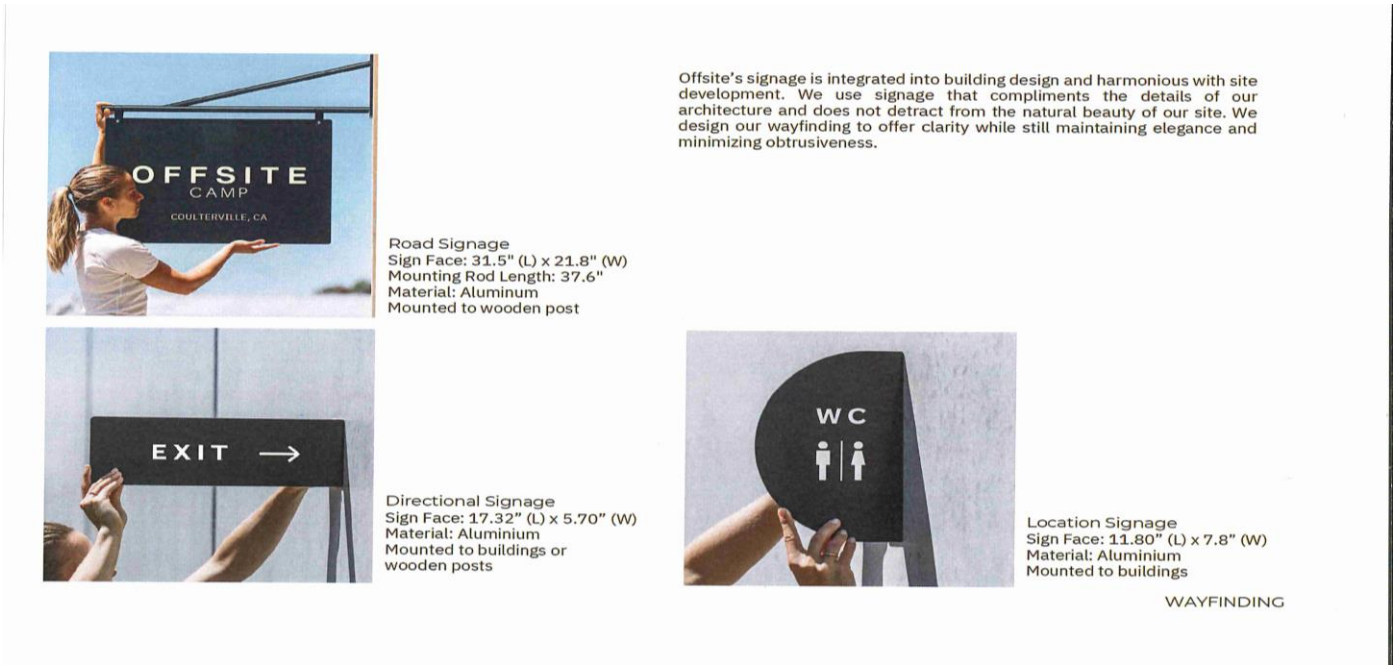


The overall design concept for the on-site structures is consistent with the building design standards of the Town Plan.

Sign Standards:

The Town Plan states that signs shall be integrated into the building design and harmonize with overall site development and that signs on the face of the building or low lying monument signs are encouraged. The standards further state that signs constructed of natural materials shall be encouraged and that graphic elements on signs shall be limited to the minimum necessary to convey services offered and shall be proportional to the overall sign area. Additional standards state that signs shall not extend above the roof of a building. Total signage size allowed is 64 sq. ft. if signs are constructed of natural materials. Larger signs for large scale tourist oriented development may be considered if they comply with the overall intent of the standards. Project signs will be aluminum mounted on wooden posts.

Proposed Signage Design on the Project Site



The sign examples shown above were submitted by the applicant as part of the overall application for the project. The signs are proposed to be aluminum mounted on wooden posts. Internally lit signs are not proposed. Although the signs themselves are not made of natural materials as is encouraged by the Town Plan standards, Planning staff believes it can be found that the signs meet the standard of being integrated into the building design and harmonize with the overall site development. The proposed signage design and colors harmonize with the structures as shown in the photo examples of structures above. The site plan shows a monument sign at the entrance to the project site. The Town Plan sign standards do not include maximum aggregate signage size for signs not made with natural materials. Given this factor, combined with the finding that the proposed signs harmonize with overall site development, allowance for a maximum aggregate area of 64 sq. ft. can be considered warranted for this larger scale project. Planning staff believes that, although the proposed signs are not made of natural materials, allowing total signage of up to 64 sq. ft. is a valid compromise between sign standards since the project is considered a larger scale, tourist-oriented development. (Sign size shall be defined as the area of the smallest rectangle that wholly contains the sign. On-site directional signs of less than 10 sq. ft. and which do not advertise the business or contain the business logo or trademarks are not included in calculating overall sign area within commercial areas of Coulterville.)

Landscaping Standards:

The project site is heavily wooded with native and non-native vegetation, the latter a remnant of the former motel/campground use on the site. Many mature oak and pine trees grow on the site. The landscape plan narrative submitted by the project applicant states the project's objective is to preserve the natural character of the existing landscape, making only minimal modifications to current site conditions when absolutely necessary. The narrative further states that the site plan has been thoughtfully designed to consider the existing features, including topography and vegetation, ensuring that the natural environment and architecture are complementary.

The project applicant states:

> *Currently, there are no irrigation systems present on the site, and no additional planting or irrigation is proposed at this time. The natural landscape will be maintained using existing vegetation, which is well-suited to the local climate and ecological conditions. In alignment with the California Model Water Efficient Landscape Ordinance (MWELO), the property will adhere to the most basic*

requirements of this standard, ensuring responsible water usage and sustainability. This approach minimizes water consumption and relies on the natural resilience of existing plant species.

The site plan has been thoughtfully designed to consider the existing landscape features, including topography and vegetation, ensuring that the natural environment and architecture are complementary.

Ample existing trees are located along the perimeter of all parking areas. Specifically, the two proposed parking areas—situated at the top of the site and directly west of the entrance—have trees along their southern edges, which will provide shading for over 40% of all parking spaces. Since no existing parking areas are being expanded by more than 50%, interior landscaping requirements are not applicable.

The reference to the shading for parking areas is drawn directly from the Landscaping standards contained in Section VI(D)(2)(C) in the Coulterville Town Plan. Those standards state that where 25-49 parking spaces are involved, 40% of the parking area shall be shaded. However, these standards for parking lot shading are preceded by the following standard:

> *For new construction or expansion of existing parking lots by 50% or more, the minimum area for interior landscaping (shading) shall be calculated as follows:"* (Options for shading then follow)

There are currently areas on the project site to park 30-35 vehicles. These areas were used by the former motel/campground development. The proposed project will provide area for 33 spaces. The project will not expand existing parking by more than 50%. Therefore, parking lot shading requirements do not apply. As noted above, existing tree cover on the project site will provide shading to parking areas.

The project site is immediately adjacent to Highway 49. Landscaping standards contained in Section VI(D)(2)(C) of the Coulterville Town Plan call for perimeter landscaping of parking areas to screen these areas from the street or adjacent residential uses. The site is heavily vegetated with trees and brush. As noted above, the project proponent has designed the development to take advantage of existing vegetation. There is existing tree and brush cover on the perimeter of the project site and within the Caltrans right-of-way. In addition, the project site rises in elevation south of the project entrance up to ten feet from the edge of the Caltrans right of way to the seven RV pads and parking for the pads on the southeastern portion of the site. Elevation and existing vegetation will significantly screen development in this area from vehicles on Highway 49. Elevations at the central portion of the project site rise up to 40 feet from the edge of the Caltrans right-of-way. This area also has extensive vegetative cover. The area will be sufficiently screened from the highway. The northern parking area will be partially screened by existing vegetation as the site is approached from either direction on the highway.

It should be noted here that the proposed project will reestablish a use on the site similar in nature to that which operated on the site for roughly six decades. It is not introducing an entirely new project to pristine and undeveloped ground.

Utilities:
Section VI(D)(2)(A)(8) of the Town Plan requires that all utilities, with the exception of propane storage tanks, be placed underground within the project site. Electric power, in the form of standing poles and overhead wire, is existing within the project site and will continue to provide power to the site via this system. Power has been supplied within the project site since the former project's inception. Due to this existing situation, Planning staff does not believe removing the existing electrical system and installing underground power lines is warranted. Staff recommends that requirement be waived.

Parking:

The submitted site plan and written narrative for the project shows that 33 on-site parking spaces will be provided. There are no specific minimum parking standards for uses in the Highway Service Commercial land use classification in the Coulterville Town Plan. Section VI(A)(6) of the Town Plan states the following:

> *The highway service commercial areas shall be required to meet the minimum parking area standards of the County as approved and determined by the Planning Commission.*

There are several different parking standards contained in Mariposa County planning documents. There are specific standards for RV parks located in the Resort Commercial zone as per Title 17, Mariposa County Zoning Ordinance. Those standards require a minimum of two (2) parking spaces per campsite and two (2) parking spaces per recreational vehicle site plus the parking necessary for the recreational vehicle.

Title 17 Section 17.96.050(B)(2) – *Recreational vehicle parks* in the Resort Commercial zone describes regulated RV parks as the following:

> *For the purposes of this section, recreational vehicle parking site shall mean an area utilized for temporary occupancy by RVs of not more than thirty (30) days in any sixty (60) consecutive day period by an individual or group of individuals. A parking site shall not be utilized for the storage of recreational vehicles, motor homes or travel trailers.*

This section assumes RV units in any form, i.e. motor homes, travel trailers, fifth wheels, some of which will be trailered by a vehicle, will be utilizing the park on a temporary basis. Some of these vehicles or rather large and would demand a commensurate area for backing, unhooking, and parking. Under this definition of an RV parking site, RVs will be entering and exiting the site on a regular basis, thereby placing a significant demand on parking areas.

The Mariposa Town Planning Area Town Plan does not have minimum parking standards for RV parks. The Plan does contain a specific standard for hotels and motels, which is one (1) space for each unit, plus two (2) additional spaces (Section 17.336.030(A)(2)(k) of the Mariposa Town Plan).

The RV "park model" units proposed by this project for guests will be stationary. Guests at the project site will arrive and leave in individual vehicles. They will not be bringing individually-owned RVs for stays at the park. Therefore, the operation of the facility will be similar to a hotel or motel, where space for parking areas can be more limited in comparison to an RV park utilized by mobile units.

Using the Mariposa Town Planning Area standard for the number of parking spaces for one (1) hotel/motel unit and two (2) additional spaces, the proposed project would need 27 total spaces on site. The project proposes sufficient area on-site for thirty-three (33) parking spaces. This would meet the parking space demand under the hotel/motel standard and allow for six additional spaces. The traffic impact assessment prepared by Kimley Horn used the Mariposa Town Planning Area standard for hotels and motels in determining that 33 spaces is sufficient for the project.

Given these factors, Planning staff recommended that the Planning Commission recommend a finding that utilizing parking space demand for hotels and motels in the community of Mariposa is appropriate for this project and that the provision of adequate area for thirty (33) parking spaces is sufficient to serve the project.

Parking Space Size and surfacing; driveway and aisle widths:
In accordance with Section VI(D)(2)(C)(13) of the Coulterville Town Plan, parking areas are not required to be paved if it is found that traffic intensity is low enough that such surfacing is not required. This text is similar to that which is contained in Section 17.336.030(C)(4) of the Mariposa Town Planning Area Town Plan, which allows alternative surfacing if it can be found the a use is sufficiently low intensity to allow such surfacing. Planning staff believes it can be found that the traffic intensity for this project is low enough to warrant graveled parking areas. This project will generate less vehicle trips than other uses that are conditionally allowed in the

Highway Service Commercial land use classification, such as retail stores, grocery stores, restaurants, cafes, bars and cocktail lounges.

The Coulterville Town Plan allows the Planning Commission to determine (or recommend a determination in this case) parking area requirements based on standards of the County. The submitted site plan shows that parking stalls will be 9' x 18' feet in size. This is slightly less than minimum off-street stall sizes as required in the Mariposa Town Planning Area. Those standards require 9' x 19' for 90-degree parking and 11' x 19' for 45-degree parking. The standards for compact spaces are 8' x 14' and 11'- 6" x 15' - 6", respectively. Proposed graveled driveway widths to the RV "park model" pads are 12 feet for one-way traffic with a 20-foot two-way width for a short, limited area leading to the four most northern RV pad sites. The drive aisle between the 90-degree spaces in the parking area just west of the project entrance is shown to be 24', which is two-feet short of the standard for the Mariposa Town Plan. The Mariposa Town Plan also requires internal driveways for commercial uses to be paved as do the standards for roads within RV parks in the Resort Commercial zone. However, the Mariposa Town Plan allows a finding to be made that the use is low intensity and that alternative surfacing materials for parking and access to those areas are adequate.

The proposed use is not of such a nature that would require significant enter/exit traffic on a consistent basis during the day and would result in very little during the evening hours. Graveled parking areas will preclude parking space striping which will provide flexibility for vehicles maneuvering in and out of parking spaces. As noted above, parking and surfacing requirements within the countywide Resort Commercial Zone assumes RV units in any form, i.e. motor homes, travel trailers, fifth wheels, some of which will be trailered by a vehicle, will be utilizing the park on a temporary basis. This is not the case with this project. RV "park model" units will be stationary. Vehicle speeds within the project site will be low. Due to these factors and the low level of vehicle movement on the project site in comparison to more intense uses that can be considered in the Highway Service Commercial classification, the Planning Commission action states it can be found that drive aisle widths and gravel surfacing are adequate for this project.

In addition, the construction of the project, including driveway widths and surfacing and turnaround areas shall be reviewed and approved by the Mariposa County Fire Department for consistency with all applicable State Fire Safe Standards. Those applicable standards contained in Public Resources Code 4290 require that all roads shall provide two- 10-foot travel lanes, with one-way roads providing one 12-foot travel lane. Driveways shall provide a minimum of one, ten-foot travel lane.

Native American Notification:

This project involves the processing and potential adoption of a Mitigated Negative Declaration under CEQA. When such a document is proposed for adoption, Native American tribes on the County's Native American contact list, which is obtained from the Native American Heritage Commission (NAHC), are notified that they have thirty (30) days to request a consultation on the project. This notification is required pursuant to Public Resources Code Section 21080.3.1. Mariposa Planning sent an email to 19 tribal representatives and a mailed letter to two representatives on the contact list on September 26, 2024 notifying them that they had until October 28, 2024 to request a consultation.

Since the project involves a general plan amendment, Native American tribes on the contact list provided by NAHC are also allowed 90 days to request a consultation under provisions of Public Resources Code §65352.3. Tribal representatives were notified of this 90-day period in the same September 26, 2024 correspondences referenced above. That letter notified representatives that they had until December 26, 2024 to request a consultation on the project.

A follow-up email was sent to the tribes with email addresses on November 18, 2024 notifying them of the completion of the cultural resources and archaeological survey for the project site and that the survey is available upon request. A hard copy notice was sent to the two representatives without email addresses on November 12, 2024.

Adam Lewis, Tribal Cultural Resources Assistant for the Calaveras Band of Mi-Wuk Indians, sent an email to Mariposa Planning on September 28, 2024 stating that he had no comments and referred to the Southern Sierra Miwuk Nation for comments. Joanna Portillo-Hsu, Environmental and Planning representative for the Chicken Ranch Rancheria of Me-Wuk Indians, sent an email to Mariposa Planning on November 8 stating that the tribe had no comment on the project at that time.

On November 11, 2024, Jazzmyn Gegere Brochini of the Southern Sierra Miwuk Nation requested a copy of the cultural resources and archaeological survey prepared for the site. The survey report was emailed to her on November 12, 2024.

Special Studies and Other Application Materials Submitted:

The project proponent submitted for review a number of special studies prepared for the project as well additional materials relating to the proposed development of the project site. Including but not limited to the following:

a. Pre-Application Review Agency Comments, January-February 2024.
b. Project Site Photos, September 5, 2024.
c. General Plan/Area Plan Amendment; Conditional Use Permit; and Major Design Review Applications.
d. Mandatory Findings and Questions for General Plan/Area Plan Amendment; Conditional Use Permit; and Major Design Review approvals, September 5, 2024.
e. General Plan/Area Plan Amendment-Zoning Map, dated August 28, 2024.
f. Written Project Narrative submitted by Applicants, August 2024.
g. Conditional Use Permit Site Plan with Aerial View of Site, August 21, 2024.
h. Design Review: Modular Structure Floor Plans/Exterior Elevations, Landscape Plan and Landscape Narrative.
i. Design Review Standards Narrative, September 5, 2024.
j. Conditional Use Permit Evacuation Route Plan, August 21, 2024.
k. Project Site Drainage Plan Map, August 21, 2024.
l. Preliminary Grading Plan, August 28, 2024.
m. Preliminary Water and Sanitary Sewer Demand Analysis Offsite at Yosemite Project, Conditional Use Permit, Coulterville, CA dated July 22, 2024; VVH Consulting Engineers.
n. Phase I Environmental Site Assessment dated January 17, 2024; Nelson Enviro LLC.
o. Regulatory Requirements, Safety Protocols, Response Readiness, submitted September 3, 2024.
p. Draft Traffic Assessment, dated July 26, 2024; Stephen Dillon, P.E.
q. Culture Resource Survey and Archaeological Survey Report for the Yosemite Gold Project, Culturescape, October 2024.
r. Biological Evaluation Letter, Yosemite Gold Country Lodge & Campground Redevelopment Project, Mariposa County, CA, Live Oak Associates, Inc., November 7, 2024.

The special studies and additional material is discussed in detail in the corresponding sections of the CEQA environmental checklist shown in the initial study that is included as an attachment to the staff report. Site plans, maps, special studies can be found at this link:
https://www.mariposacounty.org/1129/Current-Projects

Public Comments Received

Public comments received on the Initial Study/proposed Mitigated Negative Declaration as well as the project itself that were received prior to the publication of the Board of Supervisors Agenda packet are included as an attachment. Responses to the comments included in this staff report as follows:

1. **Department of Toxic Substance Control**

Summary of the comments:

- During any demolition of the structures, surveys should be conducted for the presence of lead based paints or products, mercury, asbestos containing materials, and polychlorinated biphenyl caulk

- DTSC recommends that all imported soil and fill material should be tested to assess any contaminants of concern meet screening levels as outlined in DTSC's PEA Guidance Manual. Additionally, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing fill is necessary. To minimize the possibility of introducing contaminated soil and fill material there should be documentation of the origins of the soil or fill material and, if applicable, sampling be conducted to ensure that the imported soil and fill material are suitable for the intended land use.

Staff Response:
Condition of approval No. 18 requires project adherence to the required protocols as recommended by the commentor.

2. **Danielle Bradshaw**

Summary of the comments:

- Opposition to the adoption of the MND.
- Concerns about water and sewer resources and negative impact to the Coulterville Water supply and the antiquated sewer system
- Concern that the 25 units proposed by the project will strain water and sewer resources and creates a very significant environmental risk regarding water supply and fire safety.
- Upgrades to the water and sewer supply will necessitate a rate increase for the other District users
- Fire water availability and the addition of the proposed project 25 units would make the community less safe in a fire.
- District second well water project is not complete and relationship of that District well project to commentor water supply and that of neighboring wells in terms of impacts from that project are not yet known.

Staff Response:
Opposition to the MND is noted.

The District reviewed the project and a water and sewer assessment was included the project Initial Study and proposed MND. The District determined that sufficient water and sewer capacity to serve the project is available. The project studies and environmental review conducted pursuant to CEQA did not find there would be a significant impact on the District Water and Sewer System due to the re-connection of the project site to the services.

Conditions of approval require the project to meet all applicable requirements with regard to improvements to re-connect to the water and sewer system in conformance with District requirements. (The applicant is solely responsible for paying all costs associated to mee the requirements for re-connecting to the district.)

District rate structure applies to the applicant/project and the cost of the service provision of water and sewer are solely the responsibility of the applicant/project for the life of the project.

Project was evaluated for Fire risk and the CEQA Initial Study evaluation in regard to Fire did not find a potentially significant impact due to the project. The project is required to meet all CALFIRE and County Fire requirements, including but not limited to vegetation management, emergency access, clearances, fire hydrants and emergency operations. Conditions of approval applicable to the project ensure that the project meets the Fire requirements.

The District project regarding the second well, is not a part of the proposed project being considered.

The proposed project that is being considered underwent environmental review pursuant to CEQA which evaluated the proposed project impacts as well as review for conformance to the and County General Plan, Coulterville Town Plan, CUP and Design Review evaluation. The proposed project by Topos Ventures LLC is not responsible for the District's second well project and its related activities.

3. **Caltrans**

Summary of comments:

- Caltrans commented that any work being done in the Caltrans right-of-way will require an encroachment permit from Caltrans and the permit application must include all CEQA documentation such as the final Initial Study and supporting technical studies as well as evidence of consultation with local Native American tribes. Caltrans also refers to Mitigation Measure 5.a.1 which identifies protocol in the event cultural resources are found during project construction. Caltrans added specific protocols for this eventuality.

Staff Response:
The Planning Commission recommends a condition of approval requiring an encroachment permit for any work done in the Caltrans right-of-way as per Caltrans requirements. Mariposa Planning recommends adding language to that condition to address Caltrans' input as per the following (Additions are shown in double underlined type:

9. An encroachment permit shall be obtained from the California Department of Transportation prior to any work being done on or adjacent to State Highway 49. <u>The encroachment permit application shall include all Caltrans requirements relating to technical studies, including the final Initial Study, that have been or are required to be prepared that address potential environmental impacts from construction within the Caltrans right-of-way. If any previously unknown cultural resources are discovered during construction within the right-of-way, all work must stop within a 100-foot radius of the discovery. The Caltrans District-10 Encroachment Permit Office shall be notified immediately with the purpose of allowing the Caltrans Professionally Qualified Staff (PQS) investigate the discovery. No work shall resume within the 100-foot radius until authorized by the Caltrans PQS.</u> <u>The project applicant shall implement all Caltrans protocols addressing the issue of aerially deposited lead as the soil is being disturbed in the right-of-way.</u> A copy of the encroachment permit shall be provided to the Mariposa County Planning Department. All encroachment improvements shall be completed as required by Caltrans. Evidence that all encroachment permit improvements have been completed to the satisfaction of Caltrans shall be submitted to the Planning Department by the project applicant prior to the issuance of a Certification of Occupancy for the project site.

- Caltrans commented that proposed Mitigation Measure 4.d.2 in the Initial Study (and shown in the draft Board resolution and proposed Mitigated Negative Declaration) states that Caltrans is the monitoring agency for this mitigation. Caltrans asked that the monitoring agency for the mitigation be changed to the Mariposa County Planning Department.

Staff Response:
The mitigation measure addresses potential impacts to nesting birds when work is being conducted within the Caltrans right-of-way. The change in the named monitoring agency to the Mariposa County Planning Department has been made in the draft Board resolution and the proposed Mitigated Negative Declaration. The correction makes no changes to the wording or intent of the mitigation measure; therefore Section 15074.1 – Substitution of Mitigation Measures in a Proposed Mitigated Negative Declaration (CEQA Guidelines) is not applicable.

- Caltrans commented that unpaved areas adjacent to the highway may contain Aerially Deposited Lead (ADL) from tail pipe emissions. Best Management Practices should be implemented when working in these areas. Any excess soil generated during the course of work in the Caltrans right-of-way shall be redistributed on-site. If soils cannot be appropriately redistributed, then it must be tested and classified prior to transported out of the Caltrans right-of-way for disposal. The Caltrans District-10 Environmental Office must be notified before any soil exceeding regulatory threshold is exported out of Caltrans right-of-way.

Staff Response:
Please see new text for Condition No. 9 that addresses this comment.

Staff Response:
The following comments from Caltrans refer specifically to traffic operations and the information contained in the traffic assessment for the project. Planning staff forwarded these comments and questions to the project applicant and Kimley Horn, the preparers of the traffic impact analysis. The text under Staff Responses are the precise responses from Kimley Horn

- Caltrans commented that Table 2 on page 2 of the memo (traffic analysis) states the minimum throat depth of the proposed driveway is 25 feet and that there is 65 feet available, and asks will there be a fence at the property, and will the fence location still provide the required distance for an RV to wait at the gate while the gate opens so that it doesn't spill into the state highway?

Staff Response:
The minimum throat depth requirement is based on the peak volume of project trips approaching the major road and the number of vehicles conflicting with those driveway movements. The throat depth provided is measured from the edge of traveled way to the internal project drive/circulation aisle.

The project will be generally accessible to the public throughout the day and will not have gate-restricted access.

The general operations of the site will not include regular RV entrance and exit movements. Vehicle trips to and from the project will primarily be passenger vehicles.

- Caltrans referred to Table 3 on Page 3 of the traffic impact analysis that discussed the corner sight distance stating that when looking left from the project driveway, the corner sight distance is deficient. How will the project mitigate for the corner sight distance deficiency? Was the sight distance measured from the new proposed driveway stop limit line? Caltrans asks that the sight distance lines be provided on the driveway improvement sheet.

Staff Response:
Corner Sight Distance (CSD) was evaluated based on time gap measurements taken in the field consistent with methods provided in the Caltrans HDM.

While the left-turn time gap of 7.5 seconds from Table 405.1A is included in Table 3 of the traffic memo, Table 405.1A also provides footnote 4 specifying that the CSD time gap for vehicles approaching from the left can be the same as the right-turn maneuver (i.e., a time gap of 6.5 seconds is acceptable in both directions). Per the field data collected in Table 3 of the traffic memo, both the CSD and Stopping Sight Distance (SSD) are satisfied assuming a 6.5 second time gap from Table 405.1A.

- Caltrans commented on turning movement information in Attachment B in the traffic impact analysis that shows individual movements and asked if the analysis ran both entering and exiting RV turning movements to verify that they can run simultaneously? Caltrans commented that if the applicant has proposed driveway design to run the turning movements on the design. They further ask if the turning movements can be run on the driveway improvement Attachment D sheet with the dimensions of the driveway and will the driveway have striping and a stop limit line?

Staff Response:
Attachment B as presented in the traffic memo dated July 26, 2024, displays entering and exiting RV turning movements to show anticipated envelopes relative to one another. The CAD background that is included with on Attachment B as presented is generally consistent with the linework included in Attachment C (Driveway Improvements Concept). There are no additional turning movements to be produced for RVs at this driveway.

As stated in the July 2024 traffic memo, the "Park Model RVs" included in the project will essentially function as Motel rooms. This dynamic is reflected in the Table 1 Trip Generation on page 2, the Site Access/Circulation/Parking discussion on page 3, and the Design Vehicle Turning Movements discussion on page 4.

Any additional information regarding Caltrans comments and responses to those comments will be provided to the Board prior to action on the project.

Coulterville Town Planning Advisory Council

The Coulterville Town Planning Advisory Council (CPAC) considered the project and recommended County approval of the project on March 26, 2025.

There were approximately 35-40 community members present at the meeting. Discussion topics included but were not limited to: Environmental Review, Water Use, Business Operations, Access, grading, soils as well as the use of the Coulterville Water and Sewer District facilities by the project, including the rate structure to which the project would be required to meet.

There was significant discussion regarding the District and capacity to serve; a recent District improvement of a well addition to the district system was also a significant discussion point.

Staff responded to the comments at the meeting and included the reference to the Initial Study and its attachments (studies) regarding the environmental review required under the California Environmental Quality Act (CEQA). As a part, the water and sewer capacity evaluation prepared for the project demonstrated sufficient capacity to serve the project for both water and sewer. The District committed to serve the project, which the project site currently has both water and sewer connections that would require any improvements to serve the project where costs are the responsibility of the applicant. Also, that the connections were utilized to serve the previous uses at the project site which included 21 units as a part of that previous project.

There was discussion regarding the need for an EIR for the project. Staff responded that the environmental review was conducted pursuant to CEQA and that the Initial Study evaluative factors analysis established that a

Mitigated Negative Declaration was appropriate, in accordance with the CEQA guidelines, not an EIR, due to the limited range of potentially significant impacts identified through the environmental review conducted on the project.

Staff committed to memorializing significant discussion topics in this staff report to the Planning Commission and the Board of Supervisors regarding the comments pertinent to the District, past District activities including the addition of a well to the District water supply along with concerns over that District well project. As well as the desire communicated for the project to pay appropriate rates.

Conditions of approval and mitigation measures ensure that the environmental requirements and water and sewer connection to the District as well as any costs associated, are required of the applicant.

Planning Commission Action:

The Mariposa County Planning Commission held a duly noticed public hearing on the project on April 4, 2025. In a unanimous action, the Commission recommended the Mariposa County Board of Supervisors adopt a Mitigated Negative Declaration and approve General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102 with recommended findings, conditions, mitigation measures, and a mitigation monitoring program. The Commission's action also recommended adoption of ordinances to amend the Land Use Diagram and specific text in the Coulterville Town Plan pursuant to General Plan/Area Plan Amendment Application No. 2024-100. The Commission's resolution is included in this staff report.

Mariposa Planning Recommendation on Conditions of Approval/Mitigation Monitoring:

The following condition of approval appeared in the Planning Commission resolution recommending approval of the project. The process proposed Resource Conservation District involvement in inspection of post-grading activities on the project site. This agency is no longer involved in such inspections, so Mariposa Planning proposes deleting that condition from the Board's adopted resolution. The condition has been removed from the draft Board resolution.

20. Immediately upon completion of the required grading, road and encroachment improvements, the project applicant shall re-vegetate all exposed soils and install other erosion control measures as recommended by the Resource Conservation District (RCD). The project applicant shall also contact the RCD for an inspection. Inspection fees shall be the responsibility of the project applicant. A letter or other evidence shall be submitted to the Planning Department by RCD stating that the re-vegetation and erosion control provisions have been completed prior to building permit final and prior to the issuance of a Certificate of Occupancy.

    (Resource Conservation District Recommendation)

Attachment 1	Project Vicinity Map
Attachment 2	Project Plans and Description
Attachment 3	Planning Commission Resolution
Attachment 4	Initial Study
Attachment 5	Proposed Mitigated Negative Declaration (MND)
Attachment 6	Comments on the project and Initial Study/Proposed MND received during the review period for the Initial Study/proposed MND. (Responses are included in the Board Staff Report)
Attachment 7	Board of Supervisors Resolution

Attachment 1 – Vicinity Map

Mariposa County Planning Department
Project Vicinity Map

0 50 100 Feet

1:2,400

Site

Assessor's Parcels

PROJECT TYPE: GENERAL PLAN ZONE AMENDMENT 2024-100

APPLICANT: TOPOS VENTURES, LLC

APN: 002-220-001-000

SITE ADDRESS: 10407 CA 49, COULTERVILLE, CALIFORNIA 95311

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

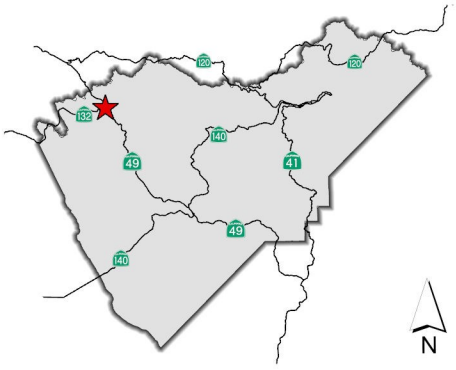
Map Date: Tuesday, August 13, 2024

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

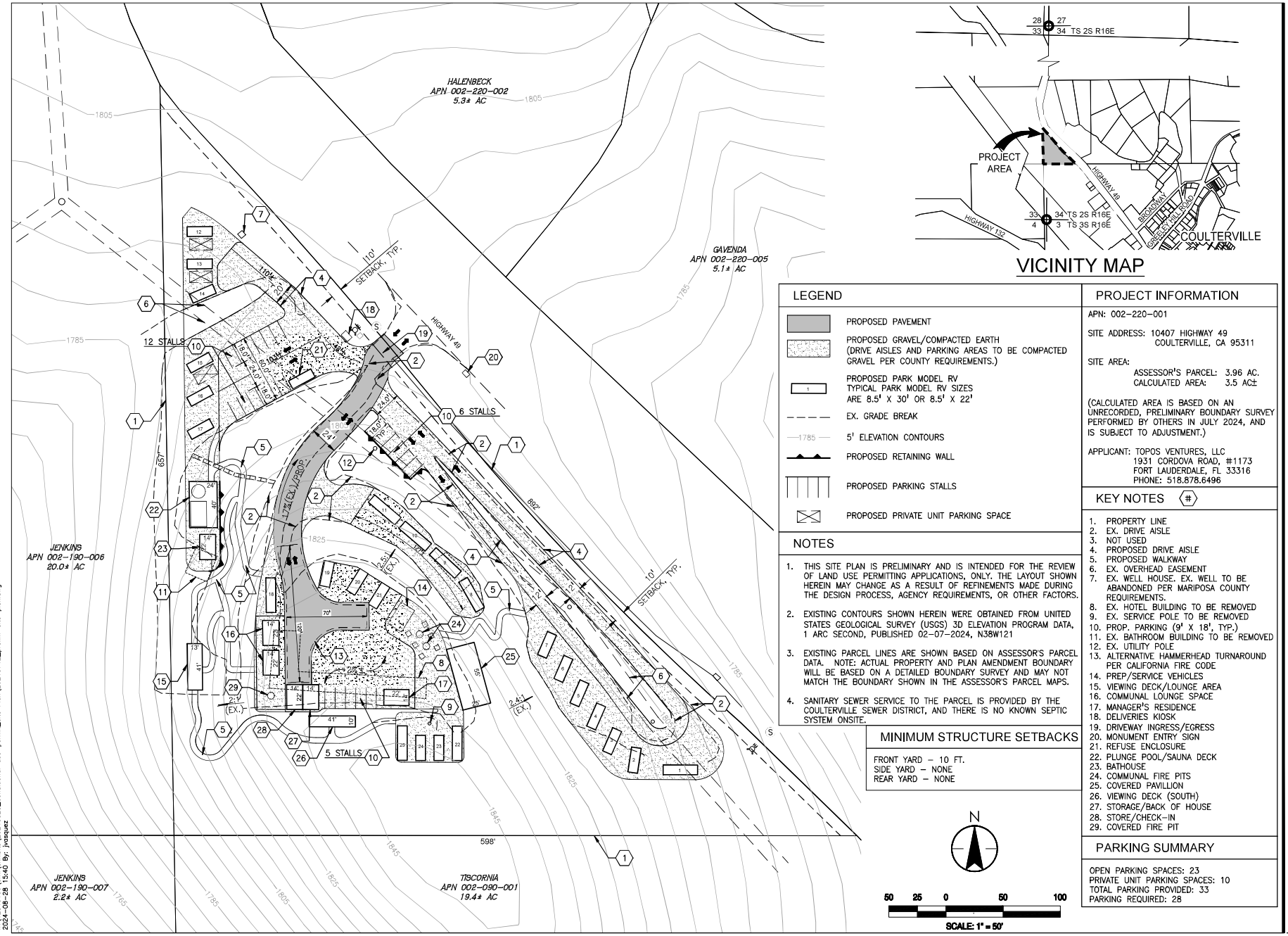
Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.



Location in Mariposa County

S:\Admin\Projects\2024\General Plan Zone Amendment 2024-100\General Plan Zone Amendment 2024-100.aprx

Attachment 2 – Project Plans and Description



VICINITY MAP

LEGEND

- PROPOSED PAVEMENT
- PROPOSED GRAVEL/COMPACTED EARTH (DRIVE AISLES AND PARKING AREAS TO BE COMPACTED GRAVEL PER COUNTY REQUIREMENTS.)
- PROPOSED PARK MODEL RV (1) TYPICAL PARK MODEL RV SIZES ARE 8.5' X 30' OR 8.5' X 22'
- EX. GRADE BREAK
- 1785 5' ELEVATION CONTOURS
- PROPOSED RETAINING WALL
- PROPOSED PARKING STALLS
- PROPOSED PRIVATE UNIT PARKING SPACE

NOTES

1. THIS SITE PLAN IS PRELIMINARY AND IS INTENDED FOR THE REVIEW OF LAND USE PERMITTING APPLICATIONS, ONLY. THE LAYOUT SHOWN HEREIN MAY CHANGE AS A RESULT OF REFINEMENTS MADE DURING THE DESIGN PROCESS, AGENCY REQUIREMENTS, OR OTHER FACTORS.
2. EXISTING CONTOURS SHOWN HEREIN WERE OBTAINED FROM UNITED STATES GEOLOGICAL SURVEY (USGS) 3D ELEVATION PROGRAM DATA, 1 ARC SECOND, PUBLISHED 02-07-2024, N38W121
3. EXISTING PARCEL LINES ARE SHOWN BASED ON ASSESSOR'S PARCEL DATA. NOTE: ACTUAL PROPERTY AND PLAN AMENDMENT BOUNDARY WILL BE BASED ON A DETAILED BOUNDARY SURVEY AND MAY NOT MATCH THE BOUNDARY SHOWN IN THE ASSESSOR'S PARCEL MAPS.
4. SANITARY SEWER SERVICE TO THE PARCEL IS PROVIDED BY THE COULTERVILLE SEWER DISTRICT, AND THERE IS NO KNOWN SEPTIC SYSTEM ONSITE.

MINIMUM STRUCTURE SETBACKS

FRONT YARD – 10 FT.
SIDE YARD – NONE
REAR YARD – NONE

PROJECT INFORMATION

APN: 002-220-001

SITE ADDRESS: 10407 HIGHWAY 49
COULTERVILLE, CA 95311

SITE AREA:
ASSESSOR'S PARCEL: 3.96 AC.
CALCULATED AREA: 3.5 AC±

(CALCULATED AREA IS BASED ON AN UNRECORDED, PRELIMINARY BOUNDARY SURVEY PERFORMED BY OTHERS IN JULY 2024, AND IS SUBJECT TO ADJUSTMENT.)

APPLICANT: TOPOS VENTURES, LLC
1931 CORDOVA ROAD, #1173
FORT LAUDERDALE, FL 33316
PHONE: 518.878.6496

KEY NOTES (#)

1. PROPERTY LINE
2. EX. DRIVE AISLE
3. NOT USED
4. PROPOSED DRIVE AISLE
5. PROPOSED WALKWAY
6. EX. OVERHEAD EASEMENT
7. EX. WELL HOUSE. EX. WELL TO BE ABANDONED PER MARIPOSA COUNTY REQUIREMENTS.
8. EX. HOTEL BUILDING TO BE REMOVED
9. EX. SERVICE POLE TO BE REMOVED
10. PROP. PARKING (9' X 18', TYP.)
11. EX. BATHROOM BUILDING TO BE REMOVED
12. EX. UTILITY POLE
13. ALTERNATIVE HAMMERHEAD TURNAROUND PER CALIFORNIA FIRE CODE
14. PREP/SERVICE VEHICLES
15. VIEWING DECK/LOUNGE AREA
16. COMMUNAL LOUNGE SPACE
17. MANAGER'S RESIDENCE
18. DELIVERIES KIOSK
19. DRIVEWAY INGRESS/EGRESS
20. MONUMENT ENTRY SIGN
21. REFUSE ENCLOSURE
22. PLUNGE POOL/SAUNA DECK
23. BATHOUSE
24. COMMUNAL FIRE PITS
25. COVERED PAVILLION
26. VIEWING DECK (SOUTH)
27. STORAGE/BACK OF HOUSE
28. STORE/CHECK-IN
29. COVERED FIRE PIT

PARKING SUMMARY

OPEN PARKING SPACES: 23
PRIVATE UNIT PARKING SPACES: 10
TOTAL PARKING PROVIDED: 33
PARKING REQUIRED: 28

N

50 25 0 50 100

SCALE: 1" = 50'

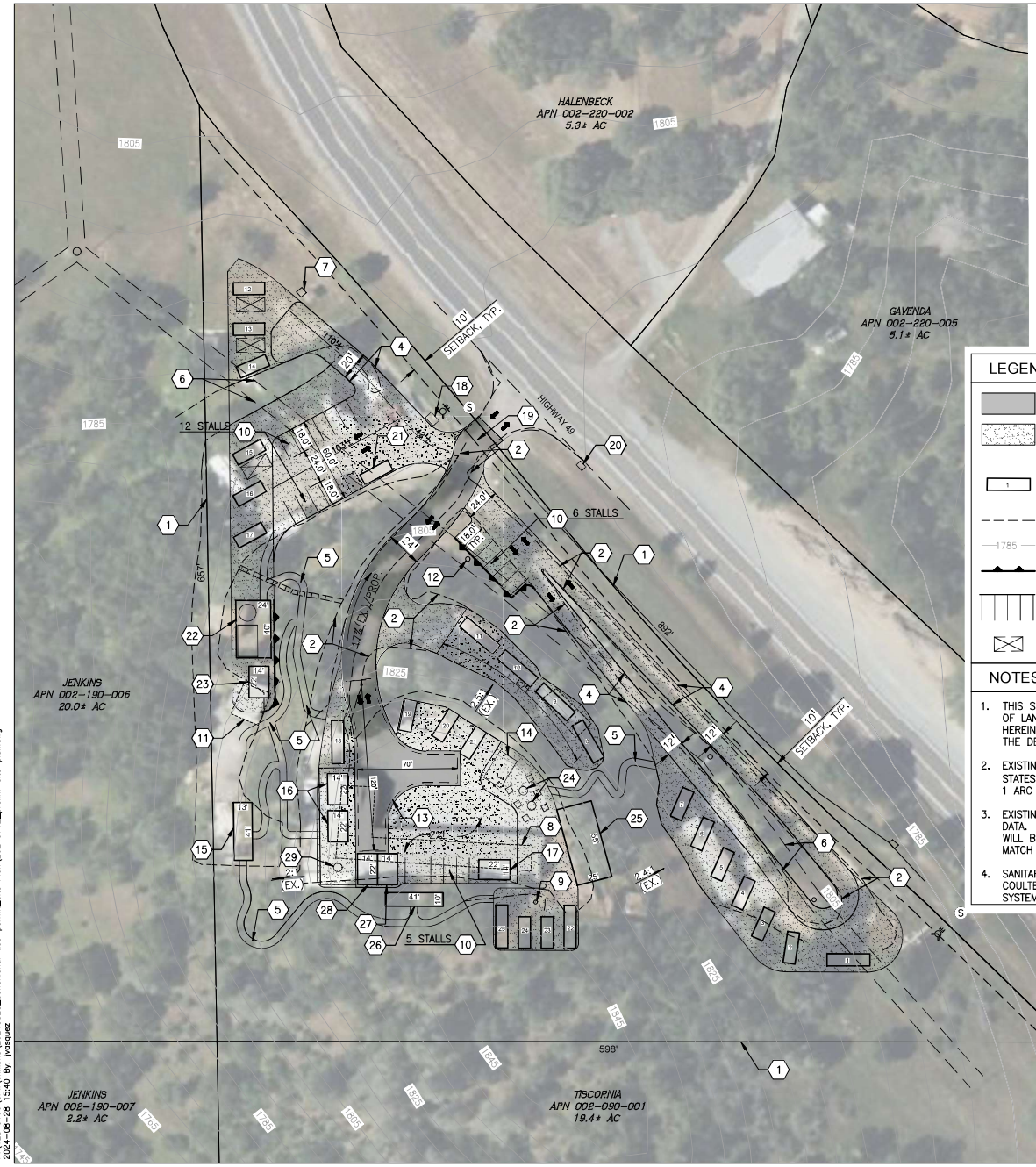
CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4478

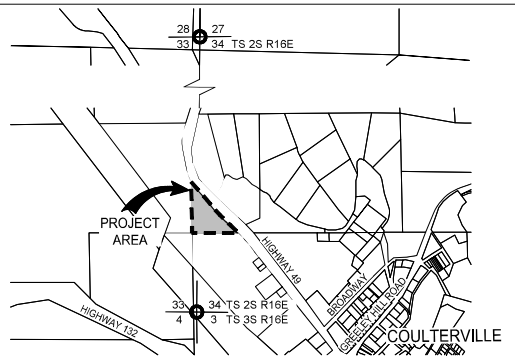
TOPOS VENTURES, LLC.
OFFSITE AT YOSEMITE
COULTERVILLE, CALIFORNIA

CONDITIONAL USE PERMIT SITE PLAN

PROJECT #: 1284-0100
DRAWN BY: JVP
DATE: 08/21/2024
DRAWING NO.
1 OF 1

W:\12840100\civil\exhibits\20240828_conditional-use-permit_site Plan\20240712_prelim-site-plan.dwg
2024-08-28 15:40 By: jvasquez





VICINITY MAP

LEGEND

- PROPOSED PAVEMENT
- PROPOSED GRAVEL/COMPACTED EARTH (DRIVE AISLES AND PARKING AREAS TO BE COMPACTED GRAVEL PER COUNTY REQUIREMENTS.)
- PROPOSED PARK MODEL RV TYPICAL PARK MODEL RV SIZES ARE 8.5' X 30' OR 8.5' X 22'
- EX. GRADE BREAK
- 1785 — 5' ELEVATION CONTOURS
- PROPOSED RETAINING WALL
- PROPOSED PARKING STALLS
- PROPOSED PRIVATE UNIT PARKING SPACE

NOTES

1. THIS SITE PLAN IS PRELIMINARY AND IS INTENDED FOR THE REVIEW OF LAND USE PERMITTING APPLICATIONS, ONLY. THE LAYOUT SHOWN HEREIN MAY CHANGE AS A RESULT OF REFINEMENTS MADE DURING THE DESIGN PROCESS, AGENCY REQUIREMENTS, OR OTHER FACTORS.
2. EXISTING CONTOURS SHOWN HEREIN WERE OBTAINED FROM UNITED STATES GEOLOGICAL SURVEY (USGS) 3D ELEVATION PROGRAM DATA, 1 ARC SECOND, PUBLISHED 02-07-2024, N38W121
3. EXISTING PARCEL LINES ARE SHOWN BASED ON ASSESSOR'S PARCEL DATA. NOTE: ACTUAL PROPERTY AND PLAN AMENDMENT BOUNDARY WILL BE BASED ON A DETAILED BOUNDARY SURVEY AND MAY NOT MATCH THE BOUNDARY SHOWN IN THE ASSESSOR'S PARCEL MAPS.
4. SANITARY SEWER SERVICE TO THE PARCEL IS PROVIDED BY THE COULTERVILLE SEWER DISTRICT, AND THERE IS NO KNOWN SEPTIC SYSTEM ONSITE.

MINIMUM STRUCTURE SETBACKS

FRONT YARD – 10 FT.
SIDE YARD – NONE
REAR YARD – NONE

N

50 25 0 50 100

SCALE: 1" = 50'

PROJECT INFORMATION

APN: 002-220-001

SITE ADDRESS: 10407 HIGHWAY 49
COULTERVILLE, CA 95311

SITE AREA:
ASSESSOR'S PARCEL: 3.96 AC.
CALCULATED AREA: 3.5 AC±

(CALCULATED AREA IS BASED ON AN UNRECORDED, PRELIMINARY BOUNDARY SURVEY PERFORMED BY OTHERS IN JULY 2024, AND IS SUBJECT TO ADJUSTMENT.)

APPLICANT: TOPOS VENTURES, LLC
1931 CORDOVA ROAD, #1173
FORT LAUDERDALE, FL 33316
PHONE: 518.878.6496

KEY NOTES (#)

1. PROPERTY LINE
2. EX. DRIVE AISLE
3. NOT USED
4. PROPOSED DRIVE AISLE
5. PROPOSED WALKWAY
6. EX. OVERHEAD EASEMENT
7. EX. WELL HOUSE. EX. WELL TO BE ABANDONED PER MARIPOSA COUNTY REQUIREMENTS.
8. EX. HOTEL BUILDING TO BE REMOVED
9. EX. SERVICE POLE TO BE REMOVED
10. PROP. PARKING (9' X 18', TYP.)
11. EX. BATHROOM BUILDING TO BE REMOVED
12. EX. UTILITY POLE
13. ALTERNATIVE HAMMERHEAD TURNAROUND PER CALIFORNIA FIRE CODE
14. PREP/SERVICE VEHICLES
15. VIEWING DECK/LOUNGE AREA
16. COMMUNAL LOUNGE SPACE
17. MANAGER'S RESIDENCE
18. DELIVERIES KIOSK
19. DRIVEWAY INGRESS/EGRESS
20. MONUMENT ENTRY SIGN
21. REFUSE ENCLOSURE
22. PLUNGE POOL/SAUNA DECK
23. BATHOUSE
24. COMMUNAL FIRE PITS
25. COVERED PAVILLION
26. VIEWING DECK (SOUTH)
27. STORAGE/BACK OF HOUSE
28. STORE/CHECK-IN
29. COVERED FIRE PIT

PARKING SUMMARY

OPEN PARKING SPACES: 23
PRIVATE UNIT PARKING SPACES: 10
TOTAL PARKING PROVIDED: 33
PARKING REQUIRED: 28

CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4478

TOPOS VENTURES, LLC.
OFFSITE AT YOSEMITE
COULTERVILLE, CALIFORNIA

CONDITIONAL USE PERMIT SITE PLAN

PROJECT #: 1284-0100
DRAWN BY: JVP
DATE: 08/21/2024
DRAWING NO.
1 OF 1

W:\12840100\civil\exhibits\20240828_conditional-use-permit_site Plan\20240712_prelim-site-plan.dwg
2024-08-28 15:40 By: jvasquez

Summary..... 1
Project Narrative, Developer Introduction, & Proposed Development.....3
Project Narrative:..... 3
Proposed Improvements:.....4
About Topos Ventures.....5
About Offsite Camp.....5
Offsite Camp | Operational Narrative.....6

Summary

Mariposa County
Conditional Use Permit / GPZA / Design Review
Project Narrative
August 2024

Property's Existing Name: Yosemite Gold Country Lodge & Campground
Address: 10407 CA-49, Coulterville, Mariposa County, CA 95311
APN: 002-220-001000
Acreage: 3.96 (to be confirmed by record of survey prior to closing)
Current Owner: Yosemite Motel Investment LLC (Manesh Patel)
Prospective Buyer/Applicant: Topos Ventures LLC (its affiliate or assignee)
Prospective Operator: Offsite Camp, Inc. ("Offsite")
Project Location: The project site is located on the west side of California State Highway 49, approximately one half- mile north of the intersection of Main Street and Highway 49 in Coulterville.

Regulatory Jurisdictions:

- Coulterville
    - Coulterville Town Planning Area Town Plan
- Mariposa County
    - Development Services
- California State
    - Department of Housing and Community Development (HCD) - Special Occupancy Parks

Access & Utilities:

- **Access:** Existing two-way ingress/egress from California State Highway 49 (CA-49)
- **Water:** Service provided by Coulterville Municipal Service District
- **Sewer:** Service provided by Coulterville Municipal Service District
- **Electric:** Service provided by PG&E
- **Gas:** Service provided by PG&E
- **Fire Protection:** Two fire hydrants are located along the eastern property boundary, adjacent to Highway 49. The property is serviced by a municipal water source, and a domestic water well exists on the property as well. CALFIRE's Coulterville Fire Station is located 0.5 miles (less than a one minute drive) north of the property. All structures will include fire extinguishers. All Burn Bans will be strictly adhered to. All necessary defensible space requirements will be met.

Surrounding Area Description:

The area surrounding the subject property is primarily rural residential and agricultural (livestock grazing). Downtown Coulterville is about a half mile south of the property.

Existing Infrastructure: *(please see existing conditions site plan in the exhibits for clear reference)*

- Single-story motel building with nine (9) units (approx. 3,600 sq. ft.)
- Interconnected office/reception area and manager's residence, (approx. 2,600 sq. ft.)
- Two (2) mobile home spaces

- Six (6) RV spaces with drains and four (4) RV spaces without drains
- Laundry building
- Small shop building
- Bathroom/shower building
- Shell of a former 2-unit "short term rental" structure
- Mobile home "unit"
- Established interior road and footpath network consisting of both one- and two-way roads composed of concrete, compacted gravel, and compacted dirt
- Motel and Campground related wayfinding signage
- Landscaping areas
- Yard ornaments
- Street lamp lighting
- Trash enclosure
- 30-35 parking stalls
- Various concrete slabs
- PG&E power poles/overhead lines, RV park electric meters, municipal sewer access, municipal water meter, private water well
- Concrete paved driveway

Existing Code Violations:

- The property was posted as unsafe to occupy by CalFire and Mariposa County Development Services in June 2021 due to serious electrical and other life, health, and safety violations.
- The property was found to be out of compliance with California and County Fire Code, Mariposa County Health and Safety Code, and Mariposa County Building Code.
- The property was operating in violation of the transient occupancy tax certificate.
- Mariposa County has taken legal action against the property owners (seller). The action has been “stayed” while Topos (applicant) seeks a conditional use permit in order to remediate code violations after securing entitlements and closing on the property, and thereby lifting the county’s legal action.

Project Narrative, Developer Introduction, & Proposed Development

Project Narrative:

This application is being submitted by Topos Ventures LLC ("Topos"). Topos is under contract to purchase the formerly operational Yosemite Gold Country Lodge & Campground ("YGCL") located at 10407 CA-49 in Coulterville, Mariposa County, CA (APN 002-220-001000). The motel and campground ceased legal operations in June 2021.

Topos plans to reimagine and restore this dilapidated and now-hazardous property to a high standard hospitality development, making it a place the community will view favorably. Topos has chosen to partner with 'OFFSITE CAMP' ("Offsite") which is the company that will be the operator of the property post-opening. Topos Ventures was formed with the intent and dedication to integrating hospitality with the outdoors by fostering connections with natural surroundings.Offsite is a company dedicated to transforming traditional campgrounds into modern, technology-enabled hospitality spaces designed for outdoor exploration and to create a space for the quiet enjoyment of nature with friends, family and colleagues. Together, the joint venture between Topos and Offsite will aim to offer unique, refreshing, and authentic experiences. The Topos team, co-partnered by Lauren Byrne, Nico Turek, and Samuel Morton, has over 30 years of combined experience developing, redeveloping, and re-envisioning outdoor hospitality opportunities.

The YGCL has offered lodging services in Coulterville since the 1960s, most recently with twenty-one (21) approved spaces: including a nine (9) guest-room motel, and a twelve (12) space Special Occupancy Park. Per the California Department of Housing and Community Development ("HCD"), the property is currently approved for two (2) Mobile Home Spaces, six (6) RV Lots with Drains, and four (4) RV Lots Without Drains. While the Special Occupancy Park (identified as Park #22-0022-MP) portion of the property falls under the purview of HCD, the motel falls under the jurisdiction of Mariposa County Development Services. Topos has determined that the highest and best use for the site is the removal of the motel and the expansion of the special occupancy park to include up to 25 RV Lots With Drains, One (1) Mobile Home Lot (for Manager's Quarters), and supporting common spaces and amenities. The Topos team has proven experience redeveloping similar properties into successful campgrounds, understanding the intricacies and minimizing the risks.

YGCL is located within the Coulterville Town Planning Area Town Plan and has split zoning: Highway Service Commercial (HSC) and Single Family Residential (SFR). Both land use classifications allow for hotels and motels as a conditional use, but there is no mention of RV Parks or Campgrounds within the Coulterville Town Plan. As such, Topos will be seeking a rezone of the SFR portion of the property (approximately 0.90 acres of the ~3.96 acre parcel) to HSC so that the zoning is uniform throughout; Concurrently, Topos will request a zoning text change amendment to the Coulterville Town Plan whereby "Special Occupancy Park" is included as a Conditional Use in HSC zones. Lastly, Topos will be seeking a Conditional Use Permit for a Special Occupancy Park (as regulated by California HCD) for a 26-lot park. As illustrated in this application, the Special Occupancy Park will feature high-end, Offsite-owned/operated park model RV's that will be available for nightly rentals. The existing motel is located on the Rural Residential portion of the property, and the existing RV park is located on the Highway Service Commercial portion. The current use of the property as a motel and RV park is considered existing non-conforming and can be operated in its current configuration without obtaining a Conditional Use Permit ("CUP"). However, Topos was informed that this status will expire three years from the last date of operation (June 2021), which means the motel would have had to be operating again prior to June 2024. Now that this date has passed, a new CUP would be needed to continue operation of the motel. In addition, any expansion or modification of the former operation would require a new CUP.

Topos plans to demolish the motel due to its hazardous state of disrepair and will seek a new CUP for the proposed 26 space Special Occupancy Park with supporting common areas and amenities. In addition to a Similar Use Determination and a CUP, a zoning change to convert/remove the split zone will be necessary. Although we do not intend to repair and operate the motel, we kindly request that the June 2024 CUP expiration be extended while we pursue the aforementioned permits and approvals.

We will take all private and public stakeholder input into account as we work to bring this outdoor hospitality opportunity to fruition and are excited to take on this challenging but rewarding project in the charming and historic town of Coulterville.

Proposed Improvements:

- Demolition and removal of all existing structures, including the motel building, office/reception/manager's residence, laundry building, shop building, bathroom/shower building, mobile homes, cabin shells, and other unusable remnants of the former motel/Special Occupancy Park.
- Decommission the private water supply well in favor of continued municipal public water service, unless it is determined that is useful for fire safety..
- Reorganize the park layout to accommodate 25 sites plus supporting amenities and structures:
    - RV pads will be compacted gravel with "full hookup" including 50-amp electric pedestals, potable water supply, and 3" sewer cleanout connections
    - 25 RVIA Certified and HCD approved RVs will be docked at each pad and continuously hooked up - No transient RV spaces are being offered for rental
    - One (1) mobile home site reserved for workforce housing of no more than two (2) employees
- Two (2) 250 SF enclosed and conditioned structures for communal gathering
- 250 SF check-in building with "camp store" and ½ bathroom complete with electrical, water and sewer connections
- 200 SF electric sauna and cold-plunge tank
- 800 SF pavillion for gatherings
- Two (2) 120 SF nature-viewing decks
- 240 SF bathhouse with toilets, showers and sinks for guests
- 33 parking stalls
- Unpaved walking trails connecting portions of the site
- Install new signage and lighting in conformance with historic design overlay standards
- Enhanced landscaping - removal of non native and invasive species and re-vegetation with native and fire resistant species
- Privacy fencing, where necessary
- Driveway easement improvements
- Underground domestic water, sewer collection, and electric throughout the site will feature code compliant design and construction material standards
- Ensure compliance with all applicable statutes, regulations, and standards

About Topos Ventures

Topos Ventures is a real estate development company dedicated to integrating hospitality with the outdoors by fostering connections with natural surroundings. Our goal is to offer unique, refreshing and authentic experiences. Whether it is advisory services, third party development or investment partnerships, we are focused on staying true to this mission.

Founded by Nico Turek, Lauren Byrne, and Samuel Morton, the managing members have a combined 30+ years of development and real estate experience. Our expertise comes in the form of deal sourcing & feasibility, underwriting & financing, acquisitions & due diligence, entitlements & pre development, and project & construction management.

About Offsite Camp

Offsite Camp, Inc. is a company dedicated to transforming traditional campgrounds into modern, tech-enabled hospitality spaces designed for outdoor exploration. Emphasizing sustainability, efficiency, and affordability, Offsite utilizes modularly constructed “park model RV’s” (chassied RVIA certified units) for primary guest accommodations. Their asset-light operations strategy supports strategic property acquisitions, focusing on value-add opportunities to reposition and enhance outdoor accommodations.

Catering primarily to creatives and young professionals in metro areas, Offsite aims to reinvent camping culture to better suit the needs of contemporary life, offering spaces that balance outdoor activities with work commitments. They target underperforming campground assets located within three hours of major metropolitan areas, seeking properties that can accommodate 20-50 units on at least three acres.

Offsite's proprietary unit designs and partnerships with modular builders enable swift and cost-effective renovations, transforming budget recreational properties into boutique resorts. The company leverages technology to enhance features, streamline operations, and optimize occupancy, ensuring a premium experience for their guests. Their vision is to create environments where individuals can enjoy outdoor activities like hiking, biking, and forest bathing without sacrificing on modern day needs and wants. They believe this leads to a place that fosters creativity and productivity, keeping guests inspired and connected.

Backed by a team of experienced real estate and hospitality professionals passionate about nature, Offsite has a proven track record of successfully repositioning properties and building brands. Ultimately, Offsite Camp, Inc. seeks to modernize the outdoor hospitality industry, fostering creativity and productivity through well-balanced, nature-centric experiences.

Offsite Camp | Operational Narrative

Operations Summary:

Offsite Camp, Inc. (“Offsite”) will run the day-to-day operations at the Special Occupancy Park. Offsite operates modern campground properties that are designed to allow guests to stay connected to work and life, and focus on attracting small teams, young professionals and creatives who wish to spend time in nature. Offsite aims to design properties that contribute to both the experience of our guests, but also the communities that they are located within through job creation, tourism, community involvement and on-site programming - promoting business to business partnerships. The accommodations at Offsite are RVIA certified RVs built on chassis, and feature rooms similar to those found in a traditional select-service hotel. The site proposes 25 RV pads with hookups to sewer, potable water and electrical and can accommodate up to 60 guests per night, in addition to one (1) mobile home unit for a manager’s quarters. These accommodations are designed to be operated four-seasons,with intent to operate year-round. Patrons will be on site 24 hours a day, seven days a week. The property is intended for the sole use of patrons and will not be open to the public, with the exception of occasional community events, only to be hosted during the hours of 9am and 10pm.

Staffing:

Offsite anticipates that there will be up to four (4) part-time and two (2) full-time employees on-site at any given time. Those employees include one general manager (full-time) living on site in Offsite provided housing, one assistant general manager (full-time), and up to four maintenance and/or housekeeping staff (part-time) hired from the general area. Seasonality and occupancy will dictate the part-time staffing levels.

Accommodations:

Offsite will provide modern RV accommodations for guests to rent for short-term stays (less than 30 days). The RV’s range in size from 187 square feet to 225 square feet, RVIA certified, and are all built on chassis. All RV units come equipped with fully operational toilets, sinks and showers for guests. One unit provided by Offsite will be designated for employee housing (see proposed site plan for location) and be situated on the SOP’s “Mobile Home” designated lot. Individual RV lots will be outfitted with “full utility hookups” including 3” sewer cleanouts, potable water and 50-amp electrical service. The units are designed to provide an experience equivalent to that found in a select-service hotel, and will include comforts such as high speed internet, dedicated workspace and small kitchenettes. In the scenario that all units were occupied to their maximum capacity, the total number of guests on site would be 60.

Amenities:

In addition to the RV’s, Offsite will offer additional modularly constructed amenity structures, offering unique programming that promotes wellness hospitality. This include two (2) community structures which are 250 square feet each for guest rental, one (1) 250 square foot structure to accommodate welcome and check-in supported with a public guest restroom and a small “camp store”. One (1) gender-neutral bath house provides two (2) toilets, two (2) sinks and two (2) showers for guests. One (1) 150 square foot electrical sauna, with accompanying cold plunge tank. One (1) 80 square foot storage and maintenance structure. Offsite will not offer food and beverage service, but does plan to provide a location for licensed food trucks and food providers to rent and serve guests during peak business hours. In addition to the enclosed structures, the site will have three (3) open air pavilions throughout the site. There will be one (1) 800 SF pavilion for guest gatherings, and two (2) 200 square foot decks to provide views of the surrounding landscapes. Existing walking pathways throughout the site will be updated with unpaved

pathways. There will be two (2) communal fire pits for patrons to use during operating hours, and will be maintained and managed by Offsite employees; These will be gas (not wood-burning) fire pits fashioned with spark arrestors, and will feature all required defensible space around and above the pit, and be strategically located within immediate sightline of staffing stations. Offsite will adhere to local burn bans.

Activities:

With Offite's goal to become a destination for work and inspiration, we expect our guests to always act with professionalism, courtesy and respect to the property and the local community. The primary activities hosted at Offsite will be work and personal retreats and are intended for groups and individuals seeking inspiration through a peaceful connection to nature. We do not anticipate noise levels to exceed reasonable levels at any time, and intend to have quiet hours for all outdoor spaces between 10pm and 8am. None of the guest amenities, including the decks, will be open during these hours and will be strictly enforced.

Additional Information:

Topos Ventures, our advisors and partners on this property, have engaged with professionals to advise on the management of stormwater, trash, and traffic and hazardous materials. We have engaged with VVH Consulting Engineers to develop a site plan that properly addresses all stormwater management and traffic concerns on site. All trash and recycling will be brought daily by employees to the designated dumpster, which will be locked and covered at all times. There will be one additional storage unit on site that will house operational storage and tools.

Attachment 6 - PC Resolution

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No. 2025-***000***

A Resolution Recommending the Board of Supervisors Approve General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102; Topos Ventures LLC, applicant. Assessors Parcel Number 002-220-001 (10407 Highway 49, Coulterville, CA 95311.

WHEREAS, applications for a General Plan/Area Plan Amendment; Conditional Use Permit; and Major Design Review were received on the 7th day of August 2024 from Topos Ventures LLC in order to implement a Special Occupancy Park on a 3.49±-acre parcel located at 10407 Highway 49 in Coulterville, CA (APN 002-220-001), within the Coulterville Town Planning Area Town Plan boundaries; and

WHEREAS, the General Plan/Area Plan Amendment proposes amending the Land Use Diagram contained in the Coulterville Town Planning Area Town Plan by reclassifying roughly one-third of the parcel from the Single Family Residential 2½-acre land use classification to the Highway Service Commercial classification thereby placing the entire parcel in the Highway Service Commercial classification; and

WHEREAS, the General Plan/Area Amendment also proposes amending Section VI(A)(1) – *Highway Service Commercial* of the Coulterville Town Plan to list Special Occupancy Parks as conditional uses within the classification; and

WHEREAS, the Conditional Use Permit component of the project is required to be processed since the proposed Special Occupancy Park would be a conditional use in the Highway Service Commercial classification; and

WHEREAS, the Major Design Review component of the application proposes a design of the project that is consistent with the applicable standards in the Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District; and

WHEREAS, the Special Occupancy Park consisting of twenty five (25) RV pads with RV (park model units) docked at each site and appurtenant park uses would be permitted by the State Housing and Community Development Department and would be required to comply with all applicable standards for Special Occupancy Parks contained in Chapter 25, Division 1, Chapter 2.2 of the California Code of Regulations; and

WHEREAS, the project site contained a motel/campground use since the mid-1960s until the development ceased operation roughly four years ago and the proposed project is designed to use much of the existing structure and improvement footprint on the site; and

WHEREAS, the campground component of the former project operated under a Special Occupancy Park permit from the State Housing and Community Development Department; and

WHEREAS, the project proposes to demolish the existing structures on the project site that have fallen into a significant state of deterioration and disrepair; and

WHEREAS, the Planning Department circulated the applications among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the Planning Department prepared environmental documents in accordance with the California Environmental Quality Act and local administrative procedures; and

WHEREAS, the CEQA Initial Study/proposed Mitigated Negative Declaration was circulated through the State Clearinghouse (SCH) for review by state agencies under SCH No. 2025030958; and

WHEREAS, a Staff Report and Initial Study were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a duly noticed Coulterville Town Planning Advisory Council meeting was scheduled for the 26th day of March 2025; and

WHEREAS, the Coulterville Town Planning Advisory Council did meet on the scheduled date and considered all the information in the public record, including the Draft Initial Study and Draft Planning Commission Staff Report and the testimony presented by the public concerning the application; and

WHEREAS, the Coulterville Town Planning Advisory Council unanimously recommended project approval to the Planning Commission at the meeting of March 26, 2025; and

WHEREAS, a duly noticed Planning Commission public hearing was scheduled for the 4th day of April 2025; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all the information in the public record, including the Initial Study and Staff Report, testimony presented by the public concerning the application, the comments of the applicants.

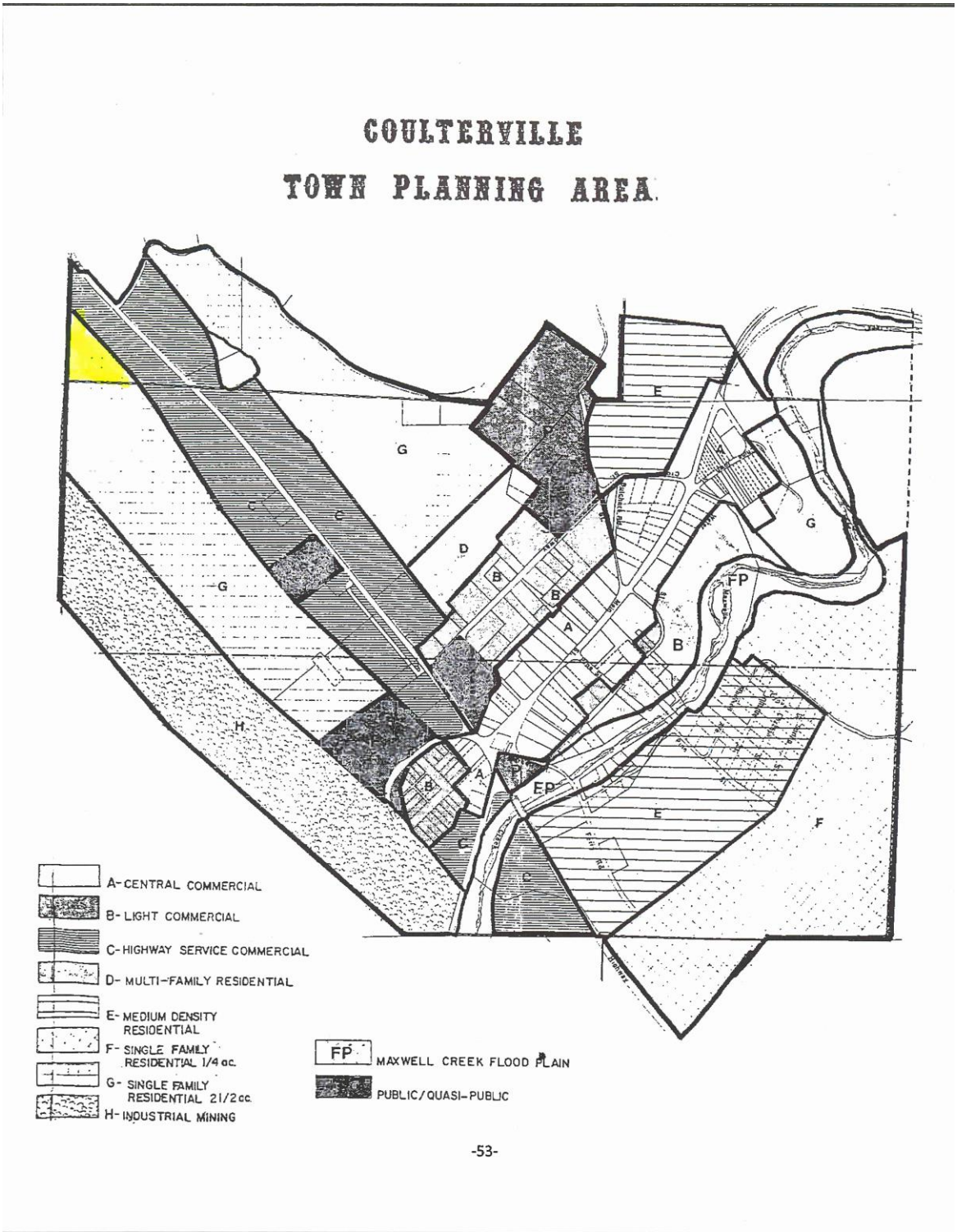
BE IT THEREFORE RESOLVED THAT the Planning Commission does hereby recommend that the Board of Supervisors:

1. Adopt a resolution adopting a Mitigated Negative Declaration and approving General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102 with findings, conditions, mitigation measures and mitigation monitoring program as set forth in Exhibits 1, 2 and 3 of this resolution, with the land use change to be effective on the effective date of the classification change. The proposed Coulterville Town Planning Area Town Plan Land Use Diagram shown in Volume II of the General Plan shall be amended to reclassify roughly one-third of APN 002-220-001 from the Single Family Residential 2½-acre classification to the Highway Service Commercial classification as shown on the diagram below.

2. Adopt an ordinance to amend the Land Use Diagram in the Coulterville Town Planning Area Town Plan to reclassify the Single Family Residential 2.5-acre portion of APN 002-220-001 to the Highway Service Commercial classification as follows:

Current Coulterville Town Planning Area Land Use Diagram

(Portion of Project Site to be Reclassified shown in Yellow Highlight)



3. Adopt an Ordinance to amend the text of Section VI(A)(1) – *Highway Service Commercial* in the Coulterville Town Plan to list Special Occupancy Parks as conditional uses within the classification

as follows (Additions shown in *italicized and underlined* type; deletions shown in ~~double strikethrough~~):

Highway Service Commercial:

Permitted Uses:

a. One single-family dwelling per parcel
b. Accessory buildings pertinent to the permitted uses.

Conditional Uses:

Within the Highway Commercial District the following uses subject to securing a use permit in each Case:

a. Dwellings and dwelling groups subject to the building area: lot width and yard requirements specified for medium density residential districts.
b. Hotels, Motels, Clubs, Lodge Halls, Hospitals, Sanitariums, ~~and~~ Clinics *and Special Occupancy Parks as defined in the California Health and Safety Code*.
c. Retail stores and shops of a highway commercial service character and conducted within a building, including restaurants and cafes , drive-in restaurants, refreshment stands, gift or curio shops, antique stores, bars or cocktail lounges, food stores and other uses which are of a similar character to those enumerated and will not be detrimental or obnoxious to the neighborhood in which they are located.
d. Outdoor advertising signs.
e. Public and quasi-public uses, including churches.
f. Service Stations.

ON MOTION BY Commissioner , seconded by Commissioner this resolution is duly passed and adopted this 4th day of April 2025 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Art Baggett, Chair
Mariposa County Planning Commission

Attest:

_____
Sophea Craighead Secretary to the
Mariposa County Planning Commission

Exhibit 1

Recommended Findings of Approval for General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102

Recommended General Plan/Area Plan Amendment Findings

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan/Area Amendment Application No. 2024-100

1. **FINDING:** This amendment is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   EVIDENCE: The project site has been used since the 1960s as a motel/campground development. The use ceased operations roughly four years ago. The former campground/RV portion of the development operated under a Special Occupancy Park permit from the California Housing and Community Development Department (HCD). Although the proposed project does not not include a motel use, the facility will be operated under a permit from HCD. The remaining facilities from the former project have fallen into a significant state of deterioration and disrepair and will be demolished as part of the proposed development of the project site. The site will be cleaned up and maintained with implementation of the proposed project. Development on the project site will be consistent with the design review standards contained in Section VI(D)(2) of the Coulterville Town Plan. These standards address site development, building design, landscaping and signs. In accordance with Section 17.66.010 of Title 17, Mariposa County Zoning Ordinance, it must be found that the application complies with the architectural theme and development guidelines established by the Board of Supervisors.

   Project construction, including internal driveways and turnarounds within the project site, will be required to comply with all applicable standards contained with Public Resources Code 4290 (State Fire Safe Standards). Structures on the project site will be required to comply with all applicable building and fire code standards. Vegetation on the project site will be required to be maintained in accordance with the fire safe standards contained in Public Resources Code 4291.

   In addition to these factors, the project will be permitted as a Special Occupancy Park by the California Housing and Community Development Department and must comply with all applicable standards for such parks. Those standards are contained in Chapter 25, Division 1, Chapter 2.2 of the California Code of Regulations. Following are the general code sections in which specific standards and regulations are contained:

   Article 1 - Administration and Enforcement
   Article 2 - General Park Requirements
   Article 3 - Electrical Requirements
   Article 4 - Fuel Gas Requirements
   Article 5 - Plumbing Requirements
   Article 6 - Fire Protection Standards for Parks
   Article 7 - Installations and Facilities

Article 8 - Permanent Buildings and Commercial Modulars
Article 9 - Accessory Buildings and Structures
Article 10 - Violations, Complaints, and Abatement
Article 11 - Informal Conferences and Hearing Procedures

The proposed amendment would allow Special Occupancy Parks as conditional uses in the Highway Service Commercial land use classification. Uses such as hotels, motels, clubs, lodge halls, hospitals, retail stores, restaurants, bars and cocktail lounges are currently conditionally allowed in this land use classification, which currently contains 30.4 acres in Coulterville. Future development of Special Occupancy Park uses that would be conditionally allowed in the classification would be reviewed in accordance with all applicable codes, statutes and regulations and would be subject to public review as is the proposed project.

The amendment to the Coulterville Town Plan's land use diagram placing the entirety of the 3.49±-acre project site in the Highway Service Commercial classification eliminates the currently existing split-classification on the parcel that limits the potential for a viable commercial development consistent with the purpose of a Town Plan. The CEQA Initial Study prepared for the project did not find that the project would have any potentially significant impact on human beings in the immediate vicinity or general area. Given these factors, it can be found that 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.

2. **FINDING:** This 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.

   EVIDENCE: The General Plan/Area Plan amendment implements the Mariposa County General Plan. Coulterville is defined in the Mariposa County General Plan as a Town Planning Area. Section 5.3.01(B)(1) of the General Plan describes these planning areas as follows: *"All residential, commercial, industrial, job-center, recreation and public uses, as defined in the General Plan, are consistent with the purpose of a town planning area."* The amendment, which places the entirety of the 3.49±-acre site in the Highway Service Commercial land use classification, allows for the establishment of a viable commercial development on the site. The existing split-classification of the parcel, which has the western portion of the site in the Single-Family Residential 2.5-acre classification, results in the site being only marginally viable for either single family or commercial development. There are currently 30.4 acres of land in Coulterville within the Highway Service Classification. The amendment provides that Special Occupancy Parks will be a conditional use in this classification area. The Coulterville Town Planning Area Town Plan is contained in Volume II of the Mariposa County General Plan. Section VI of the Plan contains Goals and Objectives for the development of the Coulterville Community. The proposed amendments to the text and land use diagram of the Town Plan as they relate to the Highway Service Commercial land use classification are not inconsistent with any of the stated Goals and Objectives for the development of Coulterville. It is consistent with the following goals and objectives:

   - To provide for and promote orderly residential and commercial development.
   - To promote commercial development that supports the concept of providing employment opportunities to local residents, and provide adequate services to residents of the community, overall service area and tourists to the area.

   Development within the Highway Service Commercial classification will be required to be consistent with all applicable commercial development standards contained in the Coulterville

Town Plan. The amendment provides a process for the establishment of Special Occupancy Park uses that will meet the needs of the traveling public.

3. **FINDING:** This amendment conforms to the requirements of State law and County policy.

   EVIDENCE: State law governing the adoption of general plans requires that the adopted plan include provisions for amendments. Those provisions are included in the adopted Mariposa County General Plan and in the Mariposa County Zoning Code. This application has been processed in accordance with all requirements of State laws and local ordinances.

4. **FINDING:** This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

   EVIDENCE: The amendment is consistent with development goals, policies and implementation measures contained in the Land Use Element of the Mariposa County General Plan. Goal 5-2 of this Element states: *"Create land use density and development patterns to manage growth in patterns avoiding sprawl."* Policy 5-2a states: *"Ensure that development shall occur first where services are located."* Implementation Measure (IM) 5-2a(2) states: *"Establish land development regulations defining permitted uses and establishing standards for close-to-services development."*

   The project site is located within the Coulterville Town Planning Area boundaries, which allows commercial development. The amendment will allow the conditional development of the entirety of the proposed project site with a Special Occupancy Park use, and will conditionally allow such uses within the additional land in Coulterville classified Highway Service Commercial. The "consequences" section of IM 5-2a(2) states *"The code will have siting criteria to ensure development occurs close to available public services. This means that isolated commercial development or "leapfrog" type development may not be possible even if other site criteria would normally allow commercial development."* Water and sewer service is provided to the project site by the Coulterville Community Services District, a dependent district operated by Mariposa County. The site has been used for similar development in the past. The proposed project is consistent with these General Plan policies.

   The project is consistent with additional goals, policies, and implementation measures in the Land Use Element. Goal 5-4 states: *"Designate land areas and establish siting criteria to enhance economic opportunities."* Policy 5-4a states: *"Cluster commercial and service development in Planning Areas and Rural Economic land use classifications."* Implementation Measure 5-4a(1) states: *"Commercial, healthcare, financial, and other service businesses intended to serve the greater County population, a regional or greater customer base, shall be located only within Town Planning Areas."* The amendment will allow the conditional approval of uses that serve a regional or greater customer base and which are located within a Town Planning Area. Therefore, the amendment is consistent with these policies.

5. **FINDING:** 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.

   EVIDENCE: The project site was used for a motel/campground development since the mid-1960s. That operation ceased operations roughly four years ago. The proposed project that would be conditionally allowed on the project site would utilize much of the existing footprint from the former development. There are no physical constraints to development of the project. The proposed amendment to reclassify the single-family residential portion of the site to the

Highway Service Commercial (HSC) classification and to amend the text for the HSC classification to allow consideration of Special Occupancy Parks as conditional uses in the classification, will afford a process that will allow the entire site to be used as a Special Occupancy Park project. Electrical facilities are currently located on the project site. Water and sewer service will be provided by the Coulterville Community Services District. There is an existing encroachment onto the project site from Highway 49 and there are existing driveways within the project site.

6. **FINDING:** The proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

   EVIDENCE: Reclassifying the single-family residential portion of the project site to the Highway Service Commercial classification, thereby making the entire site Highway Service Commercial, is logical and desirable because it will allow the site to be used as a Special Occupancy Park, which in turn will create employment opportunities and serve the touring public.

7. **FINDING:** The project as approved will not have a significant effect on the environment, or the significant impacts have been eliminated or substantially lessened or has been determined that the significant effects are unavoidable and acceptable due to overriding concerns.

   EVIDENCE: An Initial Study and a Mitigated Negative Declaration were prepared for the General Plan/Area Plan Amendment, Conditional Use Permit, and Major Design Review applications pursuant to Article 6 of the California Environmental Quality Act (CEQA). Approval of the project with significant impacts requires that findings be made by the lead agency pursuant to CEQA guidelines and requires a finding that the significant impacts of a project are either: (1) mitigated to a less-than-significant level or (2) that the public benefits of a project outweigh the significant impacts (requires a Statement of Overriding Consideration).

   The Initial Study concluded that all potentially significant project impacts on biological and cultural resources will be mitigated to a less than significant level with implementation of mitigation measures and a Mitigated Negative Declaration is adopted for the project. The project's Mitigated Negative Declaration, including CEQA Findings, mitigation measures and the mitigation monitoring program, is incorporated herein by reference.

Recommended Conditional Use Permit Findings

In accordance with Section 17.112.040 of the Mariposa County Zoning Code, the following findings are made for Conditional Use Permit Application No. 2024-101

A. **FINDING:** Adequate open space is being provided.

EVIDENCE: The proposed project site has been used for a motel/campground development since the mid-1960s. The operation ceased roughly four years ago. The proposed project will utilize much of the development footprint of the former project. The site plan for the conditional use permit shows that the development will retain much of the open space of the former project. The proposed project will retain the existing vegetation on the site to the maximum extent feasible. The project will be of a similar appearance to the former project for travelers along Highway 49. Adequate open space is provided.

B. **FINDING:** The site is physically suited for the proposed development.

EVIDENCE: The proposed project site has been used for a motel/campground development since the mid-1960s. The operation ceased roughly four years ago. The proposed project will utilize much of the development footprint of the former project and will implement a development similar to that for which the project site was formerly used. The project site can accommodate all of the components of the proposed Special Occupancy Park. Ample parking spaces will be provided. Section VI(A)(6) of the Coulterville Town Plan states that Highway Service Commercial areas shall meet the minimum parking standards of the County as approved and determined by the Planning Commission. The units in the proposed Special Occupancy Park will be stationary and from that perspective the operation of the facility will be similar in nature to a hotel or motel use. The use of Mariposa Town Plan Area standards for the number of required parking spaces for hotel and motels is warranted for this project. The project site has sufficient area to provide for thirty-three (33) parking spaces.

C. FINDING: Adequate provisions have been made for sewage disposal and handling of solid waste.

EVIDENCE: The project will connect to the Coulterville Community Services District for the provision of sewer service. The sewer demand analysis prepared by VVH Consulting Engineers for the project assumed sanitary sewer flows to be nearly identical to the domestic water demands for the project since there will be no landscape irrigation for the project. Therefore, the sanitary sewer flows for the project are estimated as follows:

Average Daily Wastewater Flow: 1,900 gallons per day
Peak Wastewater Flow: 120 gallons per minute.

The VVH analysis concludes that the condition, slope, and existing flows within the existing 6-inch sewer main along the project frontage are not currently known. However, a 6-inch sewer main installed at a minimum slope of 0.5% (0.005 ft/ft) can accommodate a flow of nearly 150 gpm when flowing only 70% full. It is therefore reasonable to assume that the existing 6-inch sewer main should accommodate the proposed 120 gpm peak flow from the development, assuming there are no downstream flow impediments or other unknown circumstances.

The proposed project will be required to submit all necessary engineering information to the Mariposa County Public Works Department relating to connection to the water and sewer systems prior to connecting to the existing systems. That process will definitively determine whether the systems will require any physical improvements in order to serve the project. A condition of approval is adopted for the project requiring that all design and construction requirements have been approved by the Mariposa County Public Works Department prior to the issuance of a grading or construction permit for the project.

The site plan for the project identifies an area for a refuse container. The Mariposa County Environmental Health Unit stated that the refuse containers must be rodent and bear resistant. The project is not of such a size and nature so as to result in noncompliance with governmental solid waste statutes and regulations. The CEQA Initial Study prepared for the project found that the project will have a less than significant impact on solid waste.

D. FINDING: The proposed development will have adequate potable water for public use and fire protection.

EVIDENCE: The project will connect to the Coulterville Community Services District for the provision of sewer service. The water demand analysis prepared by VVH Consulting

Engineers for the project states that average daily water demand for the project will be 1,900 gallons. The system's existing demand is 17,000 gallons.

Maximum Day Demand: Maximum Day Demand can be estimated as 2.3 x Average Day Demand, or: 2.3 x 18,900 = 43,470 gallons.

VVH analysis of the total effective available water storage for the Coulterville system factored available groundwater storage, estimated to be 106,236 gallons, and the storage tank volume of 205,000. Combining these resources results in the following total effective available storage within the system:

Tank Volume:	205,000 gallons
Groundwater Storage Volume:	106,236 gallons
Total Effective Available Storage:	311,236 gallons

The VVH analysis estimated the total minimum required storage volume for the Coulterville water system, including the proposed project, to be 252,768 gallons. This figure was based on equalization storage, emergency storage and fire flow storage.

The VVH analysis of water demand concludes with the following statement:

> *The total available storage volume provided by the combined existing tank and groundwater well capacity of 311,236 gallons is more than the total estimated required storage volume of 252,768 gallons. Therefore, the existing system should have sufficient storage volume to accommodate the proposed development.*

E. FINDING: The project complies with all standard and special setback requirements and appropriate buffers have been provided for adjacent land uses.

EVIDENCE: The placement of structures on the project site will be subject to all setback standards for the Highway Service Commercial land use classification shown in Section VI(A)(1) of the Coulterville Town Planning Area Town Plan. The site was used for a motel/campground use dating to the mid-1960s until that development was abandoned roughly four years ago. Adjacent property owners are familiar with the use of this site for commercial purposes, specifically Special Occupancy Park uses. Therefore, special setback requirements are not warranted for the project.

F. FINDING: Adequate access is available or is proposed to the development.

EVIDENCE: The project site is currently accessed by an encroachment from Highway 49. The encroachment will be required to be improved under an encroachment permit issued by Caltrans. Any construction within the highway encroachment area will be required to comply with all applicable Caltrans encroachment permit standards. Internal driveways will be required to comply with all State Fire Safe standards enforced by Mariposa County Fire/CAL FIRE including driveway grade, width and surfacing as well as any required turnarounds.

G. FINDING: The proposed use is consistent with the policies of the general plan and any applicable specific plan.

EVIDENCE: Currently, Special Occupancy Park uses are not permitted, either outright or conditionally, within any land use classification in the Coulterville Town Planning Area. Part

of the proposal for this project is a General Plan/Area Plan amendment to reclassify roughly one-third of the project site from the Single-Family Residential 2½-acre land use classification to the Highway Service Commercial classification, thereby placing the entirety of the parcel in the Highway Service Commercial classification. Another component of the General Plan/Area Plan is to amend the text for the Highway Service Commercial classification to add Special Occupancy Parks as conditional uses in the classification. A conditional use permit for the Special Occupancy Park use has been concurrently processed as part of this application. The approval of the General Plan/Area Plan amendments allow a process through which the conditional use permit can be considered and approved. The concurrent processing and approval of these applications brings the entirety of the project into conformance with the Coulterville Town Planning Area Town Plan and, therefore, the Mariposa County General Plan.

H. FINDING: The project as approved will not have a significant effect on the environment, or the significant impacts have been eliminated or substantially lessened, or determined that the significant effects are unavoidable and acceptable due to overriding concerns.

EVIDENCE: The CEQA Initial Study prepared for the project found that the project has the potential to have significant environmental impacts on the environmental checklist issues of Biological Resources and Cultural Resources. However, mitigation measures are proposed to reduce these potentially significant impacts to less than significant levels.

I. FINDING: The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the county.

EVIDENCE: The proposed project site has been used for a motel/campground development since the mid-1960s. The operation ceased roughly four years ago. The proposed project will utilize much of the development footprint of the former project and will implement a development similar to that for which the project site was formerly used. Adjacent property owners are familiar with the use of this site for commercial purposes, specifically Special Occupancy Park uses. Although the project site is located within the boundaries of a Town Planning Area, the immediate vicinity of the site is sparsely developed and populated. The CEQA Initial Study prepared for the project did not find that the project would have any potentially significant impact on human beings in the immediate vicinity or general area. Given these factors, it can be found that the proposed project is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

Recommended Major Design Review Findings

In accordance with Section 17.66.010 of the Mariposa County Zoning Code, the following findings are made for Major Design Review Application No. 2024-102:

The design of the structures on the site, including the park model units, as well as the proposed project signage and the use of existing landscaping is consistent with the *Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District* as described in Section VI(D)(2) of the Coulterville Town Plan. Although Section VI(D)(2)(A)(8) requires that all utilities, with the exception of propane storage tanks, be undergrounded within the project site, this requirement is waived because there is existing power on the project site in the form of power poles and overhead lines.

The design of the facility complies with the goals contained in Section VI(D)(1) – *Purpose and Intent of Standards* under Community Design in the Town Plan. In order to meet the purpose and intent of the standards to promote the public health, safety, and welfare of residents, the project is consistent with the following three general goals:

A. Enhance the community as a residential center and local service provider;
B. Stabilize and enhance property values; and
C. Promote Tourism

The project will remove dilapidated and deteriorated structures and redevelop the site to all required standards of construction and design.

Section VI(D)(2)(C)(13) in the Coulterville Town Plan mandates that parking areas and pedestrian ways shall be surfaced with AC paving, concrete or similar materials unless a determination is made that the traffic intensity of the use is low enough that such surfacing is not required. This text is similar to standards contained in the Mariposa Town Planning Area Town Plan, which allows alternative surfacing in parking and access areas if it can be found that the proposed use is sufficiently low intensity to allow such alternative surfacing [Section 17.336.030(C)(4) of the Mariposa Town Plan]. The Conditional Use Permit Site Plan shows that the existing main driveway through the project site from its intersection with Highway 49 will remain paved. This driveway will provide vehicles access to the store/check-in facility, communal lounge space, and manager's residence. The RV (park model) pads and the drive aisles in the RV area as well as all parking areas in those areas will be graveled. Gravel surfacing in the parking areas and drive aisles on the project site are acceptable due to the low vehicle speeds that will occur on the site. In addition, the proposed use is less intensive from the perspective of on-site traffic than other uses that can be considered in the Highway Service Commercial land use classification, such as retail stores, grocery stores, bars, restaurants and cafes. Further, the project will not operate as an RV park of the type that would allow private recreational vehicles to enter and exit the site for short stays on a regular basis. The "park model" RVs will be stationary on the project site.

The project proposes sufficient area to provide parking for thirty-three (33) vehicles. The Coulterville Town Plan does not contain specific parking space requirements for uses in the Highway Service Commercial land use classification. Parking requirements for projects in this classification are addressed in Section VI(A)(6) of the Town Plan, which states, *"The highway service commercial areas shall be required to meet the minimum parking area standards of the County as approved and determined by the Mariposa County Planning Commission."* Parking space requirements for hotel/motel uses in the Mariposa Town Planning Town Plan are one (1)

space per unit and two (2) additional spaces. The RV "park model" units proposed by this project for guests will be stationary. Guests at the project site will arrive and leave in individual vehicles. They will not typically bring individually-owned RVs for stays at the park. Therefore, the operation of the facility will be similar to a hotel or motel, where space for parking areas can be more limited in comparison to an RV park utilized by mobile units.

For the reasons stated above, it is found that utilizing the parking space demand for hotel/motels contained in Section 17.336.030(A)(2)(k) – *Parking Standards* in the Mariposa Town Planning Area Town Plan is appropriate for this project. There is sufficient area on the project site for thirty-three (33) parking spaces. It is also found that allowing alternative surfacing in the form of gravel for parking areas and parking access in accordance with allowances afforded by Section VI(D)(2)(C)(13) in the Coulterville Town Planning Area Town Plan and Section 17.336.030(C)(4) in the Mariposa Town Planning Area Town Plan is appropriate for this project. This finding is made in accordance with the authority granted to decision-makers for determining parking area requirements for projects in the Highway Service Commercial land use classification by Section VI(A)(6) of the Coulterville Town Plan.

It is found that the project, with implementation of conditions of approval, conforms to the *Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District* as established by the Board of Supervisors. The project also complies with additional commercial design standards for Coulterville.

Exhibit 2
Recommended Project Conditions and Mitigation Measures for Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102

File Number: GP/AP Application No. 2024-100; CUP Application No. 2024-101 and Major Design Review Application No. 2024-102

The following conditions were established for this project in order to ensure compliance with county codes and policies and compliance with CEQA.

The Conditional Use Permit is approved for the following:

1. Twenty five (25) RV pad sites for the docking of Recreational Vehicle Industry Association (RVIA) and Housing and Community Development Department RVs (park models). The models are to be continuously hooked up and no transient RV spaces would be offered for rental.
    - RV pads would be compacted gravel and would be "full hookup" with 50-amp electric pedestals, potable water supply, and 3" sewer cleanout connections.
    - One (1) mobile home site will be reserved for workforce housing of no more than two (2) employees.
    - RV park model units are approved for short term (30 days or less) rental only.
    - Two (2) 250 sq. ft. enclosed and conditioned structures for communal gathering.
    - 250 sq. ft. check-in building with "camp store" and ½ bathroom complete with electrical, water and sewer connections.
    - 200 sq. ft. electric sauna and cold-plunge tank
    - 800 sq. ft. pavilion for gatherings.
    - Two (2) 120 sq. ft. nature viewing decks.
    - 240 sq. ft. bathhouse with toilets, showers and sinks for guests.
    - 33 parking stalls
    - Ancillary uses such as two communal fire pits and a covered fire pit.

    (Planning Department Recommendation)

2. The implementation and operation of the Special Occupancy Park shall be in substantial conformance with the site plan dated August 21, 2024. The project shall provide thirty-three (33) on-site parking spaces as stated on the site plan.

3. In accordance with the submitted site plan, the main driveway within the project site from its intersection with Highway 49 to the store check-in facility shall remain paved. The parking areas and ancillary driveways to the parking areas and the RV pads that are proposed to be graveled shall be surfaced with two (2) inches of Class II aggregate base. The surfacing and dimensions of the main driveway, ancillary driveways and parking areas shall be maintained to the approved conditions for the life of the project.

    (Planning Department Recommendation)

4. Minor amendments to the approved site plan may be approved by the Planning Director provided that any expansion does not exceed 10% of the size of area of the approved facility (any amount of a reduction in size of area of the facility may be allowed), and provided a finding can be made that the

modification does not create impacts which were not addressed in the original project approval. The Planning Director may impose any conditions and/or requirements it finds necessary to guarantee compliance with the project approval findings.

(Planning Department Recommendation

5. This project is approved as of , 2025. This approval shall expire , 2028. If the conditions of approval are not completed by that date and a building or grading permit has not yet been issued for any component of the project, the applicant may request one or more-time extensions of up to eighteen (18) months each. The applicant must make this request in writing prior to , 2028. Time extension fees may be required.

   (Planning Department Recommendation)

6. Final design of structures and signage on the site shall be in substantial conformance with the example design photographs and elevations dated September 3, 2024 submitted and approved as part of the application. The proposed monument sign shall be consistent with the color and theme of the submitted signage examples. The total square footage of project signage, including the monument sign at the project entrance from Highway 49, shall be 64 square feet. Sign size shall be defined as the area of the smallest rectangle that wholly contains the sign. On-site directional signs of less than 10 sq. ft. and which do not advertise the business or contain the business logo or trademarks shall not be included in calculating overall sign area.

   (Planning Department Recommendation; Section VI(D)(2)(D) of the Coulterville Town Planning Area Town Plan)

7. Existing vegetation on the project site shall be retained to the maximum extent feasible as shown on the Landscaping Plan dated September 3, 2024 and in the accompanying written landscaping narrative in order to achieve maximum screening of structures and parking areas on the site. Tree and brush cover shall be maintained to achieve this screening for the life of the project. Any landscaping added to the project site shall be conducted in accordance with standards contained in Section VI(D)(2)(C) of the Coulterville Town Planning Area Town Plan.

   (Planning Department Recommendation)

8. Prior to the issuance of a grading or construction permit for the project, the project applicant shall have applied for a permit from the State Housing and Community Development to establish and operate the Special Occupancy Park on the project site. The project applicant shall provide evidence to the Mariposa County Planning Department that a permit has been applied for. No certificate of occupancy shall be issued for any structure on the project site until the permit to operate the Park has been obtained. A copy of the permit shall be provided to the Mariposa County Planning Department upon issuance.

   (Planning Department Recommendation)

9. An encroachment permit shall be obtained from the California Department of Transportation prior to any work being done on or adjacent to State Highway 49. A copy of the encroachment permit shall be provided to the Mariposa County Planning Department. All encroachment improvements shall be completed as required by Caltrans. Evidence that all encroachment permit improvements have been completed to the satisfaction of Caltrans shall be submitted to the Planning Department by the project applicant prior to the issuance of a Certification of Occupancy for the project site.

   (Planning Department/Caltrans Recommendation)

10. Prior to the issuance of a grading or construction permit for the project site, the project applicant shall submit engineered drainage plans to Caltrans for review to ensure that all Caltrans requirements regarding drainage from the project site into drainage facilities within the Caltrans right-of-way are addressed. The drainage plans shall be prepared to Caltrans standards. The plans shall show how any runoff into State drainage facilities from the site is to be treated to meet current stormwater quality standards. If flows into State drainage facilities will not be increased by the project, the project shall provide Caltrans with information utilized at that conclusion. Verification of Caltrans review and approval of the drainage plans shall be provided to the Mariposa County Planning Department prior to the issuance of the grading permit.

    (Planning Department Recommendation)

11. Prior to the issuance of a grading or construction permit for the project, the project applicant shall provide written evidence that the Mariposa County Fire Department has approved the site evacuation plan for the site; the width and surfacing of all driveways, drive aisles, turnaround and parking areas; and have provided any applicable operational standards for use of the fire pits on the project site.

    (Planning Department/County Fire Recommendation)

12. Prior to the issuance of a grading or construction permit for the project site, the project applicant shall provide written evidence from the Mariposa County Public Works Department that the Coulterville Community Services District will provide the project with water and sewer service. Any required off-site or on-site improvements to the Systems and the payment of all required connection fees shall be completed prior to the issuance of a Certificate of Occupancy for the project site. The project applicant shall provide the Planning Department with written evidence that all improvements have been completed.

    (Planning Department)

13. Prior to the issuance of a grading permit for the project site, the project applicant shall contact the Regional Water Quality Control Board to determine if a National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity is required to be obtained. The project applicant shall provide written evidence that the permit is either required or not required. If required, the project applicant shall comply with all requirements of the permit and provide written evidence to Mariposa County Planning Department that the requirements have been met prior to the issuance of a Certificate of Occupancy for the project site.

    (State Water Quality Control Board Order No. 99-08-DWQ, National Pollutant Discharge Elimination System)

14. All refuse disposal containers shall be rodent and bear resistant. The project applicant shall submit for review and approval all refuse disposal container design to the Mariposa County Environmental Health Unit (EHU). Written evidence of approval of the refuse disposal units by EHU shall be provided to the Mariposa County Planning Department.

    (Planning Department/Environmental Health Recommendation)

15. The existing on-site water supply well shall not be used for domestic water consumption. If the project applicant proposes the decommissioning of the existing private water supply well a well destruction permit shall be required to be obtained from EHU.

    (Environmental Health Unit Recommendation)

16. Prior to issuance of a certificate of occupancy for the proposed store/check-in facility, the project applicant shall obtain, if applicable, a Food Facility Permit from EHU.

17. The proposed cold plunge tank shall be built to commercial standards. The tank may require a commercial pool/spa operating permit from EHU. If required, the project applicant shall obtain this permit prior to finalization of the building permit for the tank facility.

    (Environmental Health Unit Recommendation)

18. Prior to the issuance of a grading or construction permit, including demolition permits, for the project site, the project applicant shall provide written evidence to the Planning Department from the County Environmental Health Unit and Building Department, verifying that all surveys and protocols were conducted that may be required of the structures for hazardous materials detection, such as lead based paints, asbestos, mercury, and as may be required in conformance with the Department of Toxic Substance Control requirements. Additionally, that all on-site soils being disturbed are adequately tested as required; and all imported soil and fill material are tested to assess any contaminants of concern meet screening levels as outlined in DTSC's PEA Guidance Manual Mariposa County The project applicant shall provide the Planning Department with written evidence that all applicable requirements have been met..

    (Planning Department and Department of Toxic Substance Control Recommendation)

19. Internal driveways and drive aisles shall be designed and constructed in accordance with all applicable provisions of Public Resources Code 4290. The project applicant shall provide Mariposa County Planning Department with written evidence from Mariposa County Fire Department/CAL FIRE that the engineering design of the internal accessways are of adequate width, grade, surfacing, and construction design to meet the requirements of the fire protection agencies.

    (State Fire Safe Regulations; CAL FIRE/County Fire; Planning Department Recommendation)

20. The project shall comply with all applicable State Fire Safe requirements of Public Resources Code 4290 and 4291 for the life of the project.

    (Planning Department Recommendation)

21. Immediately upon completion of the required grading, road and encroachment improvements, the project applicant shall re-vegetate all exposed soils and install other erosion control measures as recommended by the Resource Conservation District (RCD). The project applicant shall also contact the RCD for an inspection. Inspection fees shall be the responsibility of the project applicant. A letter or other evidence shall be submitted to the Planning Department by RCD stating that the re-vegetation and erosion control provisions have been completed prior to building permit final and prior to the issuance of a Certificate of Occupancy.

    (Resource Conservation District Recommendation)

22. Prior to issuance of a building permit (other than grading) all flammable vegetation shall be removed from each building site a minimum distance of one hundred (100) feet from any flammable building material, including finished structure. This condition shall not apply to vegetation proposed to remain as finished site landscaping, or offsite vegetation

    (Planning Department Recommendation)

23. All exterior lighting fixtures shall be of a hooded type and shall be designed and located to confine lighting directly on the premises. Lighting should be of minimum, but adequate, intensity. The light fixtures shall be a "full cutoff" fixture as listed in the International Dark Sky Standards. A lighting plan showing the design and location of all exterior lights, including any lighting at sidewalk level, shall be submitted. Exterior lighting fixtures shall not shine light upon or directly illuminate any surface other than the area required to be lighted, unless such lighting is required for security purposes. The Planning Director shall approve the design of the lighting fixtures prior to issuance of the grading permit.

    (Mariposa County General Plan; Planning Department Recommendation)

24. Prior to the issuance of a building or grading permit and prior to issuance of a Certificate of Occupancy, all fees associated with the County's processing of this project and filing of associated documents shall be paid.

    (Planning Department Recommendation)

25. The Property Owner (Owner) shall indemnify, protect, defend, and hold harmless the County, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the County, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, any approval of the County, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the County, concerning the project and the approvals granted herein. Actions concerning the project and approvals granted shall include, but not be limited to, the environmental determination made pursuant to the California Environmental Quality Act (CEQA). Furthermore, Owner shall indemnify, protect, defend, and hold harmless the County, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the County indemnify and defend such governmental entity. County shall promptly notify the Owner of any claim, action, or proceeding. County will further cooperate in the defense of the action.

    An agreement on a form approved by Mariposa County Counsel shall be executed within twenty (20) working days of the date of project action. Non-compliance with this condition may result in revocation of project approval by the County.

    (Planning Department Recommendation)

26. Construction activities occurring outdoors shall not commence prior to the hours of 7:00 a.m. Monday through Friday, and 8:00 a.m. on Saturdays. All construction activities occurring outdoors shall cease by sunset Monday through Saturday. No outdoor construction shall be permitted on Sundays. The Planning Department shall monitor noise through complaints by the neighbors. Any deviations from the construction hours shall require Planning Department consideration and approval prior to any changes to the hours other than allowed by this condition.

    (Planning Department Recommendation)

27. Prior to issuance of permits or the acceptance of the operational plan for Special Events as required above, all fees associated with the County's processing of the project and filing of associated CEQA documents (applicable to the conditional use permit) shall be paid. The Department of Fish and Wildlife CEQA filing fee ($2,968.75 as of January 1, 2025) and County Clerk fee ($50 as of January 1, 2025) shall be paid by the applicant within five (5) working days of the approval of the application because if the fee is not paid within 5 working days, and the Notice of Determination is not filed with

the County Clerk prior to close of business on the 5th day after the project final approval, the environmental determination is not operative, vested, or final. (Section 21089(b) Public Resources Code).

The County Clerk requires that one check be submitted to cover both of these fees, for a total of $3,018.75 (effective January 1, 2025), and that it be in the form of a cashier's check or money order payable to "Mariposa County;" The County Clerk will not accept a personal check for these fees. Submit the check to Mariposa Planning who will file this fee and other required documents with the County Clerk. NOTE: The filing fees are adjusted annually, effective January 1st of each year, pursuant to Fish and Wildlife (Game) Code. (State Fish and Wildlife Code)

Mitigation Measures:

28. If removal of buildings or trees is to occur between April 1 and September 30 (general maternity bat roost season) of any given year, within 30 days prior to their removal, a qualified biologist shall survey the building and trees to be removed for roosting pallid and western red bats. Survey protocol shall include a search for individuals, guano, and staining and listening for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites. If bats are not observed to be roosting or breeding, no further action is required and building and tree removal can proceed. If a non-breeding pallid or western red colony is detected during pre-removal surveys, the individuals shall be humanely evicted under the direction of a qualified biologist to ensure that no harm or "take"of any bats occurs during project construction. If a maternity colony is detected during pre-removal surveys, the qualified biologist shall identify a suitable disturbance-free buffer around the colony. The buffer shall remain in place until the biologist determines that the nursery is no longer active. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of demolition, construction or grading activities and throughout the construction process.

(Mitigation Measure 4.a.1. [*Mitigation measure nos. are as they are shown in the Initial Study and additional project documentation*])

29. Prior to commencement of demolition, construction or grading activities on the project site from February 1 – August 31 (nesting season) in any year, a qualified biologist shall conduct a pre-construction survey for active raptor and migratory bird nests. The survey shall occur within seven (7) days of the onset of demolition, construction or grading activities. Nest surveys shall include all areas on and within 250 feet (500 feet for raptors) within the project site. (The survey can be direct observation from within the project site onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey.) Should any active nests be discovered in or near the proposed construction zones, the qualified biologist shall identify a suitable construction-free buffer around the nest within the project site. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged. (This measure shall not apply to neighboring properties without the expressed oral or written consent of neighboring property owners.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to issuance of permits for demolition, construction or grading activities and throughout the construction process.

(Mitigation Measure 4.d.1)

30. Prior to commencement of construction or grading activities within the Caltrans (State Route 49) right-of-way between February 1 – September 30 in any given year, a qualified biologist shall

conduct a pre-construction survey for suitable nesting bird habitat. The survey shall occur within seven (7) days of the onset of construction or grading activities. (The survey can be direct observation from within the right-of-way onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey. This consent requirement shall not apply to the proposed project site.) Should any active nests be discovered in or near the proposed construction area, the qualified biologist shall identify a suitable construction-free buffer within the right-of-way and on the project site around the nest per California Department of Fish and Wildlife guidelines. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged and until authorized by Caltrans District 10 Environmental Office. (This measure shall not apply to neighboring properties adjacent to the Caltrans right-of-way without the expressed oral or written consent of neighboring property owners. This consent requirement shall not apply to the proposed project site.) Results of the pre-construction survey and a statement regarding implementation of any mitigation measures shall be provided to the Caltrans District 10 Environmental Office prior to the start of construction within the right-of-way. The Planning Department shall also be provided a copy of the results of any survey and required mitigation for impacts within the Caltrans right-of-way.

(Mitigation Measure 4.d.2)

31. In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty (50) feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.

(Mitigation Measure 5.a.1)

Exhibit 3
Recommended Mitigation Monitoring Program for Conditional Use Permit Application No. 2024-101

Mitigation Measure No.	Mitigation Measure	Mitigation Monitoring
4.a.1	*If removal of buildings or trees is to occur between April 1 and September 30 (general maternity bat roost season) of any given year, within 30 days prior to their removal, a qualified biologist shall survey the building and trees to be removed for roosting pallid and western red bats. Survey protocol shall include a search for individuals, guano, and staining and listening for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites. If bats are not observed to be roosting or breeding, no further action is required and building and tree removal can proceed. If a non-breeding pallid or western red colony is detected during pre-removal surveys, the individuals shall be humanely evicted under the direction of a qualified biologist to ensure that no harm or "take"of any bats occurs during project construction. If a maternity colony is detected during pre-removal surveys, the qualified biologist shall identify a suitable disturbance-free buffer around the colony. The buffer shall remain in place until the biologist determines that the nursery is no longer active. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of demolition, construction or grading activities and throughout the construction process.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.
4.d.1	*Prior to commencement of demolition, construction or grading activities on the project site from February 1 – August 31 (nesting season) in any year, a qualified biologist shall conduct a pre-construction survey for active raptor and migratory bird nests. The survey shall occur within seven (7) days of the onset of demolition, construction or grading activities. Nest surveys shall include all areas on and within 250 feet (500 feet for raptors) within the project site. (The survey can be direct observation from within the project site onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey.) Should any active nests be discovered in or near the proposed construction zones, the qualified biologist shall identify a suitable construction-free buffer around the nest within the project site. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	qualified biologist has determined that the young have fledged. (This measure shall not apply to neighboring properties without the expressed oral or written consent of neighboring property owners.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to issuance of permits for demolition, construction or grading activities and throughout the construction process.	
4.d.2	*Prior to commencement of construction or grading activities within the Caltrans (State Route 49) right-of-way between February 1 – September 30 in any given year, a qualified biologist shall conduct a pre-construction survey for suitable nesting bird habitat. The survey shall occur within seven (7) days of the onset of construction or grading activities. (The survey can be direct observation from within the right-of-way onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey. This consent requirement shall not apply to the proposed project site.) Should any active nests be discovered in or near the proposed construction area, the qualified biologist shall identify a suitable construction-free buffer within the right-of-way and on the project site around the nest per California Department of Fish and Wildlife guidelines. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged and until authorized by Caltrans District 10 Environmental Office. (This measure shall not apply to neighboring properties adjacent to the Caltrans right-of-way without the expressed oral or written consent of neighboring property owners. This consent requirement shall not apply to the proposed project site.) Results of the pre-construction survey and a statement regarding implementation of any mitigation measures shall be provided to the Caltrans District 10 Environmental Office prior to the start of construction within the right-of-way. The Planning Department shall also be provided a copy of the results of any survey and required mitigation for impacts within the Caltrans right-of-way.*	This mitigation measure will be monitored by The California Department of Transportation (Caltrans) through the encroachment permit process.
5.a.1	*In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified*	The project applicant or his on-site designee shall be responsible for ensuring compliance with this mitigation and the Mariposa County Planning Department will monitor the measure through the project construction permitting

	immediately. No work shall be done within fifty (50) feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.	process.

Attachment 4 - Initial Study

County of Mariposa

California Environmental Quality Act
DRAFT Initial Study

A. PROJECT INFORMATION:

Project Title:	**General Plan/Area Plan Amendment Application No. 2024-100/Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102**
Lead Agency:	Mariposa County
Date:	March 19, 2025
Contact:	Steve Engfer, Director Mariposa County Planning Department 5100 Bullion Street, Mariposa, CA 95338 P.O. Box 2039, Mariposa CA 95338 Phone: (209) 966-5151 Fax: (209) 742-5024 Email: *sengfer@mariposacounty.org*
Project Applicant:	Topos Ventures LLC 1931 Cordova Rd. #1173, Fort Lauderdale, FL, 33316 Phone Number: (518) 878-6496 Email: info@topos.ventures
Current Property Owner	Yosemite Motel Investment LLC 2217 East Lester Ave., Fresno, CA 93720 Phone Number: (303) 883-6788 Email: maheshp11@aol.com
Location:	The project site is located at 10407 Highway 49, Coulterville, CA, 95311 within the Coulterville Town Planning Area boundaries, approximately one-half north of the intersection of Main Street and Highway 49 in Coulterville. The site takes direct access from State Highway 49. The Assessor's Parcel Number for the 3.49±-acre parcel is 002-220-001. (Parcel acreage based on record of survey filed on January 29, 2025 in Book of Maps at Page 3129, Mariposa County Records). The property is situated in the SW ¼ of Section 34, T.2S., R. 16E., MDBM. It is located on the Coulterville California 7.5 Minute USGS Quadrangle (37°42'57.54" N and 120°12'12.17" W).
Existing Facilities	The project site is the location of the former Yosemite Gold Country Lodge & Campground. This former project consisted of two Special Occupancy Park (SOP) mobile home lots; six SOP RV lots with drains, and four SOP lots without drains; a nine-unit motel with an office/reception area; laundry building; bathroom/shower building; 30-35 parking stalls; mobile home unit; internal driveways; and appurtenant structures.

Project Description:

Proposed Project by Topos Ventures LLC:

- Demolish and remove the motel building, office/reception/manager's residence (AKA "Lodge"), laundry building, shop building, bathroom/shower building, mobile homes, cabin shells, and other unusable remnants of the former motel/HCD Special Occupancy Park.
- Decommission private water supply well in favor (and continued use) of municipal public water service.
- Reorganize the park layout to accommodate 25 RV pad sites. Twenty-five Recreational Vehicle Industry Association (RVIA) and Housing and Community Development Department RVs (park models) will be docked at each pad and continuously hooked up; No transient RV spaces would be offered for rental.
    - RV pads would be compacted gravel and would be "full hookup" with 50-amp electric pedestals, potable water supply, and 3" sewer cleanout connections.
    - One (1) mobile home site will be reserved for workforce housing of no more than two (2) employees.
- Two (2) 250 sq. ft. enclosed and conditioned structures for communal gathering.
- 250 sq. ft. check-in building with "camp store" and ½ bathroom complete with electrical, water and sewer connections.
- 200 sq. ft. electric sauna and cold-plunge tank
- 800 sq. ft. pavilion for gatherings.
- Two (2) 120 sq. ft. nature viewing decks.
- 240 sq. ft. bathhouse with toilets, showers and sinks for guests.
- 33 parking stalls
- New signage, landscaping and lighting meeting Coulterville Town Planning Area design standards.
- Underground domestic water, sewer collection, and electric throughout the site will feature code compliant design and construction material standards.
- Ensure compliance with all applicable statutes, regulations and standards.

Water and sewer service would be provided by the Coulterville Municipal Services District, a dependent district operated by Mariposa County.

The project will be permitted as a Special Occupancy Park by the California Housing and Community Development Department. Standards for such parks are contained in Chapter 25, Division 1, Chapter 2.2 of the California Code of Regulations. Following are the general code sections in which specific standards and regulations are contained:

Article 1 - Administration and Enforcement (§ 2000 to 2052)
Article 2 - General Park Requirements (§ 2100 to 2126)
Article 3 - Electrical Requirements (§ 2130 to 2190)
Article 4 - Fuel Gas Requirements (§ 2200 to 2236)
Article 5 - Plumbing Requirements (§ 2240 to 2284)

Article 6 - Fire Protection Standards for Parks (§ 2300 to 2319)
Article 7 - Installations and Facilities (§ 2320 to 2360)
Article 8 - Permanent Buildings and Commercial Modulars (§ 2382 to 2399)
Article 9 - Accessory Buildings and Structures (§ 2422 to 2518)
Article 10 - Violations, Complaints, and Abatement (§ 2600 to 2619)
Article 11 - Informal Conferences and Hearing Procedures (§ 2750 to 2759)

Days of Operation and Employees:
The project will operate seven days per week and is anticipated to have four (4) part-time and two (2) full-time employees on site at any given time. One full-time general manager will live on site. Additional employees include an assistant general manager and up to four part-time maintenance and/or housekeeping staff hired from the general area. Seasonality and occupancy will dictate the part-time staffing levels.

Project Applicant:
Topos Ventures is a real estate development company dedicated to integrating hospitality with the outdoors by fostering connections with natural surroundings. The company states that it offers unique, refreshing and authentic experiences. Whether it is advisory services, third party development or investment partnerships, the company states it is focused on staying true to this mission.

Project Operator:
The Special Occupancy Park would be permitted by the State Department of Housing and Community Department and would be operated by Offsite Camp, Inc. Offsite Camp states it is dedicated to transforming traditional campgrounds into modern tech-enabled hospitality spaces designed for outdoor exploration. The company further states that it emphasizes sustainability, efficiency and affordability.

Entitlements and Approvals Sought by the Applicant to Implement the Proposed Project:

- General Plan/Area Plan Map Amendment: In order to implement the Special Occupancy Park project, the approximately one third of the project site currently classified as Single-Family Residential (SFR) 2½ acres[1] would need to be reclassified to the Highway Service Commercial (HSC) classification, thereby making the entire site Highway Service Commercial. Reclassification of a portion of the project site will require a general plan amendment since the Coulterville Town Plan is included in Volume II of the county's General Plan; therefore, any change to that Plan is an amendment to the General Plan.
- General Plan/Area Plan Text Amendment: Special Occupancy Park uses, such as proposed by this project, are not listed as either permitted

[1] The text and land use map contained in the Coulterville Town Planning Area Town Plan are in conflict regarding the name of this classification. The text refers to the classification as "Rural Residential" and the land use map identifies the classification as "Single Family Residential 2.5 acres." It is the map that is proposed for amendment, so the term Single Family Residential" is used to describe the amendment.

or conditionally permitted in the HSC land use classification. Except for single-family residential and accessory uses, every use in the HSC classification is a conditional use. Section VI(A)(1) – *Highway Service Commercial* in the Coulterville Town Plan lists hotels and motels as conditional uses in the HSC classification. In order to implement the project, the applicant seeks an amendment to this section of the Town Plan to add Special Occupancy Park uses as conditional in the HSC classification. Should the text amendment be approved, Special Occupancy Parks would be conditional uses within the 30.40-acre area in Coulterville currently classified HSC. The approximately one third of the project site acreage proposed for reclassification would bring the total land classified HSC to approximately 31 acres. The project proponent has submitted a site plan for the amendment.

- Conditional Use Permit (CUP): The Special Occupancy Park project would be subject to the processing and approval of a conditional use permit if the text amendment is approved. The project proponent has submitted a preliminary site plan for the CUP application.
- Major Design Review: The Coulterville Town Plan contains development standards for commercial uses. The project would be subject to those standards, which address grading, placement of utilities, building design, landscaping and signs. The project proponent has submitted preliminary grading, landscaping and sign plans as well as exterior elevations of proposed structures.

Surrounding Land Uses:

North	5.253 acres	Low Density Residential
East	5.137 acres	Los Density Residential (Coulterville Planning Area)
South	19.4 acres	Low Density Residential/Agricultural
West	20/2.2 acres	Agricultural

Site Development Characteristics:

The biological evaluation of the project site prepared by Live Oaks Associations, Inc. states that the site has hilly topography with elevations ranging from approximately 1,785 to 1,850 feet. It contains two soils mapping units: Loafercreek-Gopheridge complex, 15 to 30 percent slopes; and Loafercreek-Bonanza complex, 3 to 15 percent slopes. Most of the site has experienced soil-disturbing activities such as grading, excavation, and compaction. Natural drainages are absent from the site. Two habitat/land use types, categorized as ruderal and oak woodland, are located on the project site. The ruderal areas of the site comprise the operational footprint of the proposed project and are characterized by naturalized and landscaped vegetation that grows in disturbed areas. The smaller oak woodland area is undeveloped and located along the southern boundary of the site.

Project Studies:

The following studies and additional material submitted by the project proponent as part of the application for this project, including site plan and diagrams, are attached and available for review (except the Cultural Resources Survey) at the Mariposa County Planning Department, which can be reached at (209) 966-5151 or at 5100 Bullion Street (lower floor), Mariposa, CA or at the following web page link: https://www.mariposacounty.org/1129/Current-Projects

Recommendations and conclusions of these studies are discussed in this Initial Study and additional submitted project material is also discussed in appropriate checklist sections of the study.

a. Pre-Application Review Agency Comments, January-February 2024.
b. Project Site Photos, September 5, 2024.
c. General Plan/Area Plan Amendment; Conditional Use Permit; and Major Design Review Applications.
d. Mandatory Findings and Questions for General Plan/Area Plan Amendment; Conditional Use Permit; and Major Design Review approvals, September 5, 2024.
e. General Plan/Area Plan Amendment-Zoning Map, dated August 28, 2024.
f. Written Project Narrative submitted by Applicants, August 2024.
g. Conditional Use Permit Site Plan with Aerial View of Site, August 21, 2024.
h. Design Review: Modular Structure Floor Plans/Exterior Elevations, Landscape Plan and Landscape Narrative.
i. Design Review Standards Narrative, September 5, 2024.
j. Conditional Use Permit Evacuation Route Plan, August 21, 2024.
k. Project Site Drainage Plan Map, August 21, 2024.
l. Preliminary Grading Plan, August 28, 2024.
m. Preliminary Water and Sanitary Sewer Demand Analysis Offsite at Yosemite Project, Conditional Use Permit, Coulterville, CA dated July 22, 2024; VVH Consulting Engineers.
n. Phase I Environmental Site Assessment dated January 17, 2024; Nelson Enviro LLC.
o. Regulatory Requirements, Safety Protocols, Response Readiness, submitted September 3, 2024.
p. Draft Traffic Assessment, dated July 26, 2024; Stephen Dillon, P.E.
q. Culture Resource Survey and Archaeological Survey Report for the Yosemite Gold Project, Culturescape, October 2024.
r. Biological Evaluation Letter, Yosemite Gold Country Lodge & Campground Redevelopment Project, Mariposa County, CA, Live Oak Associates, Inc., November 7, 2024.

Reference Documents:

County Documents Consulted:
Mariposa County General Plan
Coulterville Town Planning Area Town Plan
Title 17, Mariposa County Zoning Ordinance

State Agency Project Approvals or Potential Approvals:

All of the documents cited and relied upon in the preparation of this Initial Study are available at the County of Mariposa Planning Department located at 5100 Bullion St. (lower floor), Mariposa, CA (209) 966-5151 and at the following web page link: https://www.mariposacounty.org/1129/Current-Projects (with the exception of the Cultural Resources Survey for this property, which is confidential,) and are hereby incorporated into the record for this Initial Study.

- Special Occupancy Park from the California Housing and Community Development Department.
- State Water Resources Control Board – Division of Drinking Water – Drinking water permit. *(Project will connect to an existing community water system that operates under an existing permit from the State Water Resources Control Board's Division of Drinking Water.)*

Potential:

- Regional Water Quality Control Board (RWQCB) – General Permit for Discharges of Storm Water Associated with Construction Activity.

B. SUMMARY OF PROJECT IMPACT TO ENVIRONMENTAL FACTORS:

(blank): no impact

L: Less than Significant Impact

M: Less than Significant Impact with Mitigation

PS: Potentially Significant

L	*Aesthetics*		*Agriculture/Forest Res.*	**L**	*Air Quality*
M	*Biological Resources*	**M**	*Cultural Resources*	**L**	*Energy*
L	*Geology/Soils*	**L**	*Greenhouse Gas Emissions*	**L**	*Hazards and Hazardous Mat.*
L	*Hydrology/Water Quality*		*Land Use/Planning*		*Mineral Resources*
L	*Noise*		*Population/Housing*	**L**	*Public Services*
	Recreation	**L**	*Transportation*	**L**	*Tribal Cultural Res.*
L	*Utilities/Service Systems*	**L**	*Wildfire*	**M**	*Mandatory Findings of Significance*

This study found that the project has the potential to have significant impacts on Biological Resources and Cultural Resources. However, mitigation measures are proposed to reduce these potentially significant impacts to less than significant levels. These measures are shown in the Biological Resources and Cultural Resources sections of this study, and in Section D, Mitigation Monitoring.

C. TABLE OF CONTENTS

Section A--CEQA Determination of Impact 8

Section B--Environmental Checklist..... 12

Section C--Mandatory Findings of Significance 55

Section D--Mitigation Monitoring……57

Figures

Figure 1--Project Vicinity Map……...…….9

Figure 2--Proposed General Plan/Area Plan Amendment Map……10

Figure 3--Conditional Use Permit Site Plan……..11

Section A
CEQA DETERMINATION OF IMPACT

On the basis of this initial evaluation:

☐	1)	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☑	2)	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	3)	I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	4)	I find the proposed project MAY have a "potentially significant impact" or "Less Than Significant With Mitigation" impact on the environment, but at least one effect: 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☐	5)	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects: (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

By: Skip Strathearn Date: March 19, 2025

Title: Senior Planner Representing: County of Mariposa

Signature: /s/

Figure 1
Project Vicinity Map

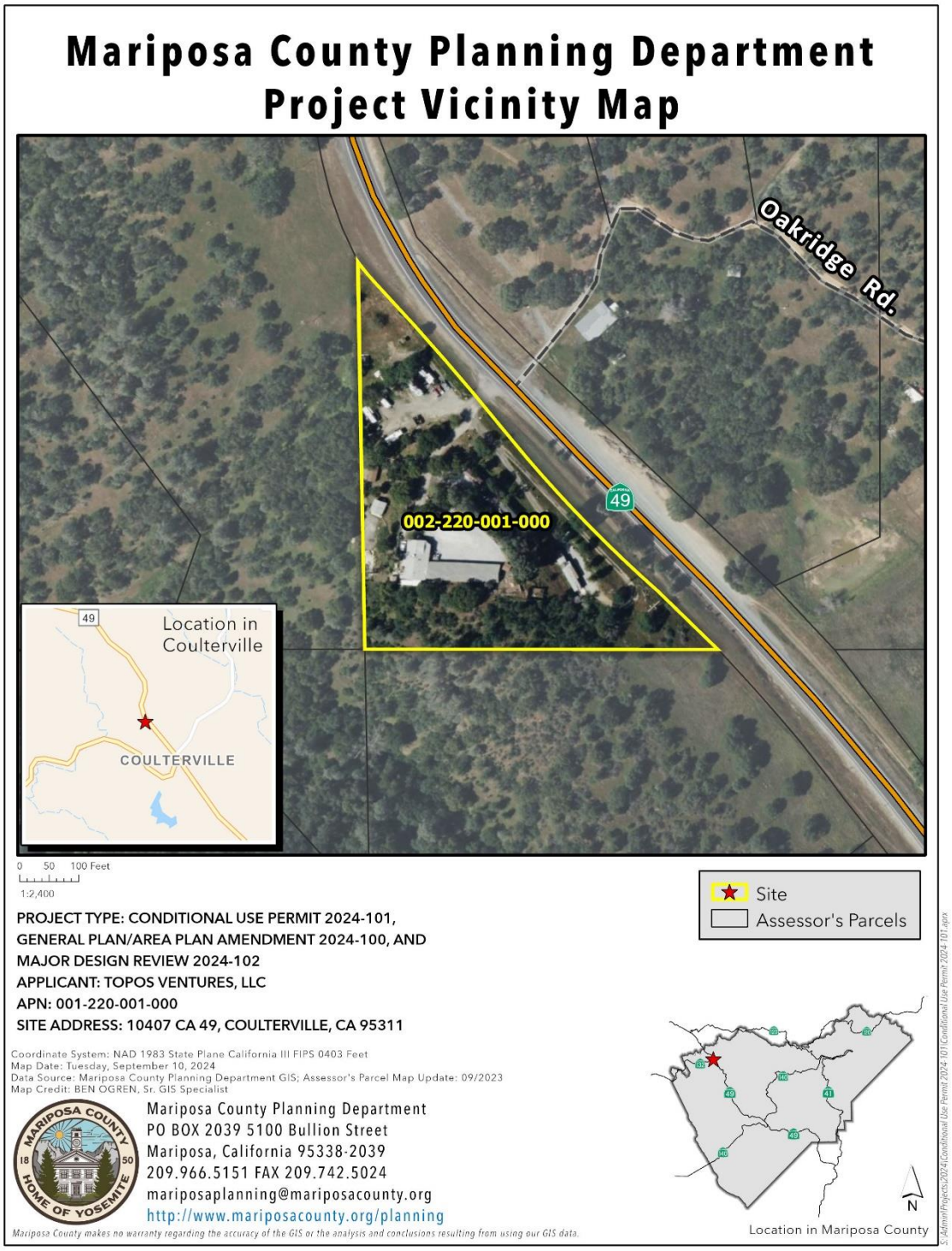


Figure 2
Proposed General Plan/Area Plan Amendment Map

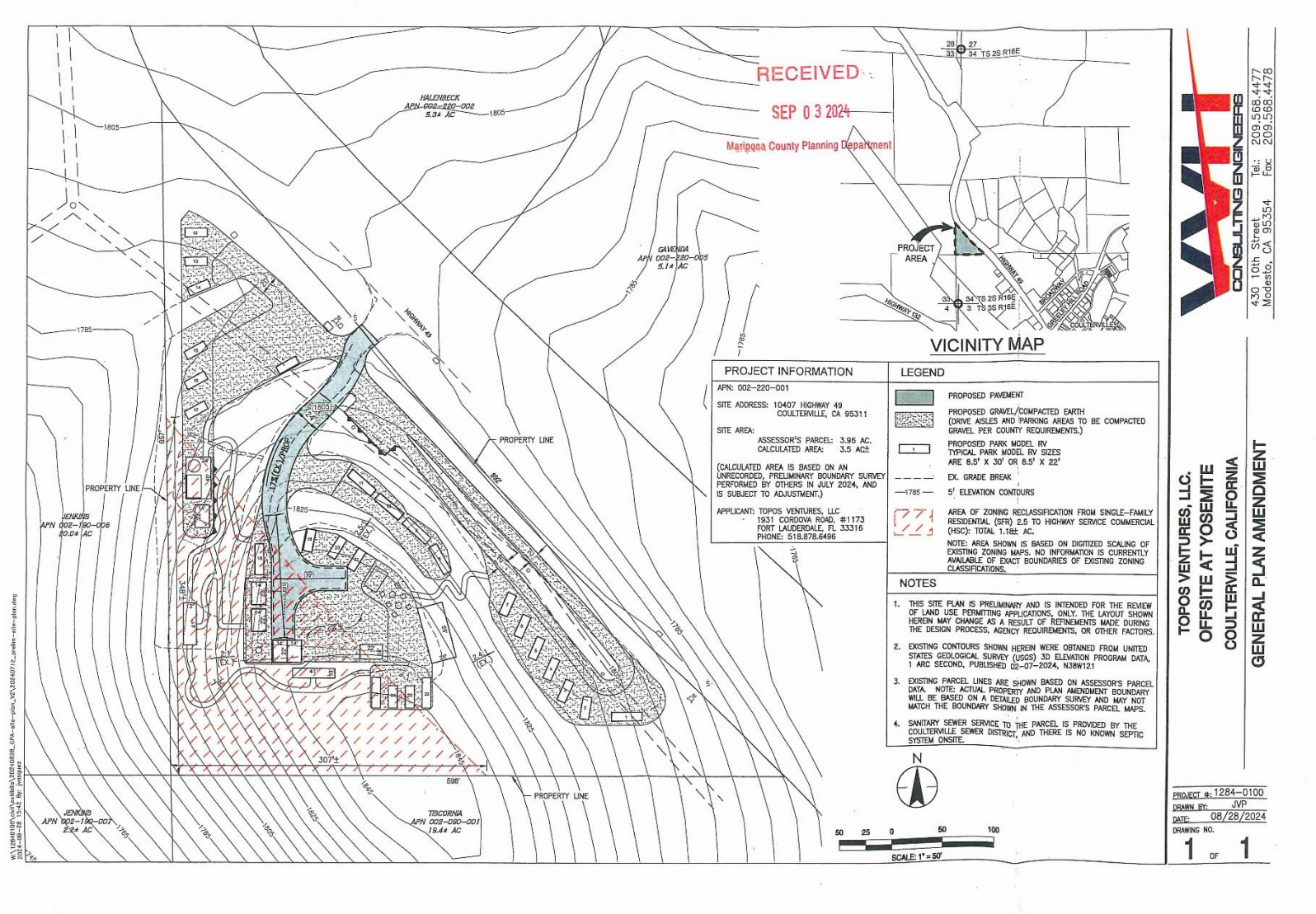
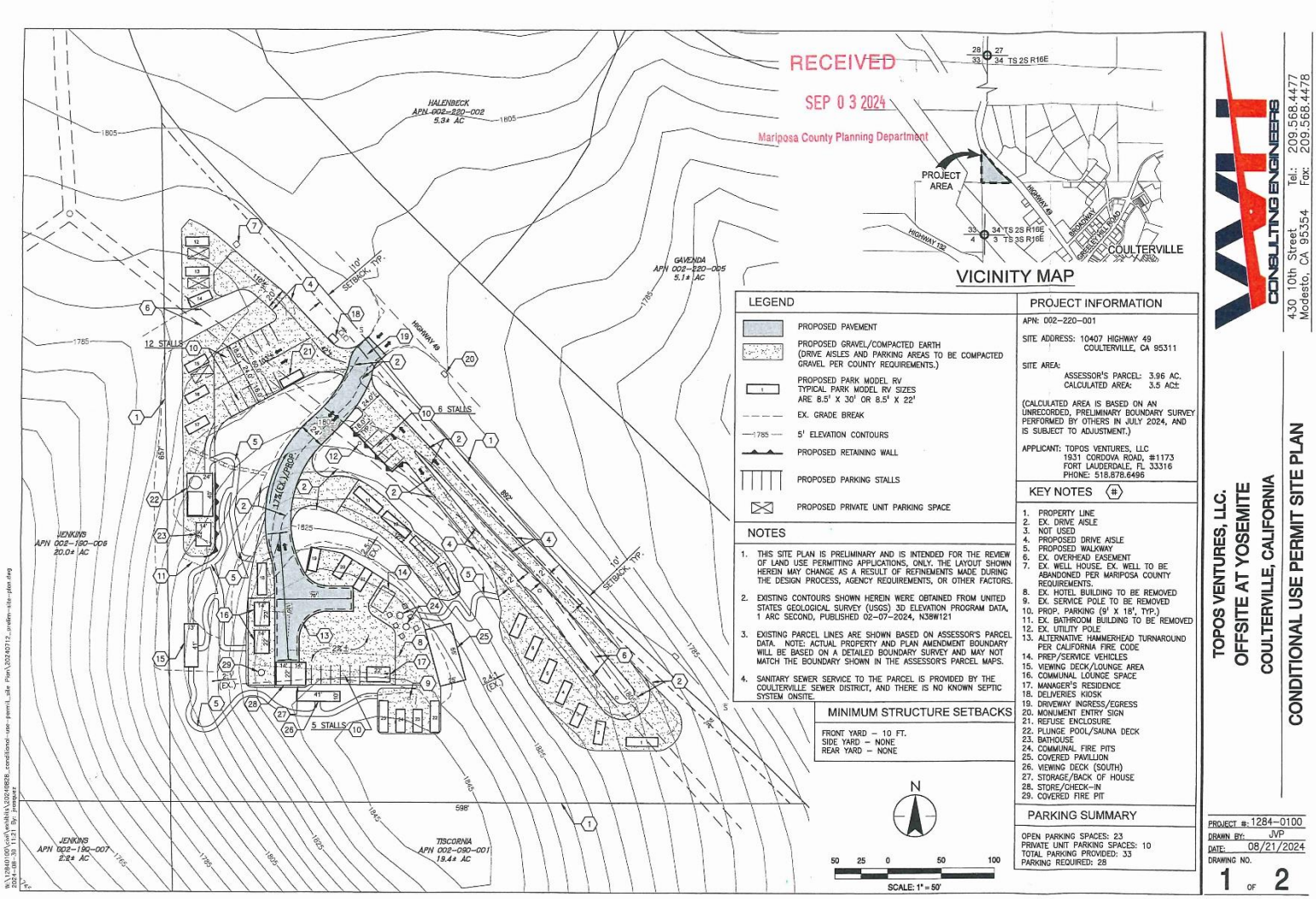


Figure 3
Conditional Use Permit Site Plan



Section B
CEQA ENVIRONMENTAL CHECKLIST
EVALUATION OF ENVIRONMENTAL IMPACTS

1. AESTHETICS

1. AESTHETICS Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Have a substantial adverse effect on a scenic vista?				√
b) Substantially damage scenic resources, including but not limited to: trees, rock outcroppings, and historic buildings within a state scenic highway?				√
c) In nonurbanized areas, substantially degrade the existing visual character or quality of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				√
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			√	

1. a & c Scenic Vistas/Visual Character

A significant impact would be one having a substantial adverse effect on a scenic vista or substantially degrade the existing visual character in the area. The proposed project is located on the extreme northern section of the Coulterville Town Planning Area. The area of the project site is characterized by low density residential and agricultural uses. The 3.49±-acre project site has contained the Yosemite Gold Country Motel and Campground since the 1960s. The facilities of that defunct project have fallen into a significant state of disrepair and deterioration. The site takes direct access from State Highway 49 and there is an existing encroachment onto the project site from the highway. Development on the project site has historically been visible from Highway 49.

As noted above, the existing facilities on the project site are significantly deteriorated. The applicant for the proposed Special Occupancy Park project proposes demolishing existing facilities in order to construct the project. Implementation of this project will have the effect of removing the existing impediment to the enjoyment of the scenic resources and views in the area by travelers along Highway 49.

The project will be required to adhere to the standards of the Coulterville Town Planning Area Town Plan that address the aesthetics of a project. These standards are contained in Section VI(D) – *Community Design* of the Town Plan. The purpose and intent of the standards is to "Enhance the community as a residential center and local

service provider"; "Stabilize and enhance property values"; and "Promote tourism." To those ends, the Town Plan establishes Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District. These guidelines for development within the district address site development, including grading, maximum building area for development, undergrounding utilities; building design standards that address diversity of architectural style, appropriate scale, avoidance of monotony of design, screening of mechanical equipment, colors, etc.; landscaping standards that address the type of landscaping to occur and landscaping within parking areas, parking lot shading, perimeter landscaping, provisions for irrigation, etc.; and sign standards.

As part of the Major Design Review application for the project, the applicant has submitted example photographic renderings of the appearance of the buildings and park model RVs on the site. The design review narrative states that the buildings feature a warm toned natural wood siding, with black corrugated metal roofing, black window frames and black architectural details. The applicants also submitted a landscaping plan with a corresponding written landscape narrative. The project proposes to preserve the natural character of the existing landscape, making only minimal modifications to current site conditions when absolutely necessary. The site plan has been designed to consider existing landscape features, including topography and vegetation, ensuring that the natural environment and architecture are complementary. The narrative states that there are ample existing trees located along the perimeter of all parking areas and that the trees will provide shading for over 40% of all parking spaces. Road signs, on-site directional and use/building locations signs are proposed to be aluminum mounted to wooden posts or attached to buildings.

Conclusion:
The project proposes demolishing existing facilities on the project site that are in a significant state of disrepair and deterioration and construct a Special Occupancy Park project that will be required to adhere to all applicable design goals, policies and standards contained in the Coulterville Town Planning Area Town Plan. Due to these factors, it can be found that the project will enhance scenic vistas and the scenic character of this area along Highway 49 that are currently marred by the deteriorating remnants of a defunct project. It will have a positive effect on the aesthetics of the area. *Given these factors, the proposed project will have no impact on scenic vistas and the visual character of the area.*

1.b State Scenic Highway
A significant impact would be one that substantially damages scenic resources within a state scenic highway. Although the project is located on State Highway 49 and would be visible from the highway, this section of Highway 49 is not designated as a state scenic highway. *Thus, the project will have no impact.*

1.d. Create Light or Glare
A significant impact would be one that creates a new source of substantial light or glare that would adversely affect day or nighttime views in the area. All exterior lighting will be required to be consistent with International Dark Sky guidelines in accordance with Policy 11-1d and Implementation Measure 11-1d(1) contained in the Mariposa County General Plan. The project will be required to adhere to safety and security lighting standards for Special Occupancy Parks contained in §2108 of Title 25, Division 1, Chapter 2.2, Article 2 of the California Code of Regulations. It does not appear these mandatory lighting requirements would conflict with International Dark Sky Guidelines. The previous project on the site had the potential to create new sources of light and glare in the area. The uses proposed by this project will be similar to the proposed project and will not introduce new light and glare sources to an undisturbed site. The proposed exterior elevations, building materials and colors submitted by the project applicant for buildings and park model RVs on the project site strongly suggest that the project would not be a significant source of light and glare. *Given these factors, the project will have a less than significant impact.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in

the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

2. AGRICULTURE and FOREST RESOURCES

2. AGRICULTURE RESOURCES Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				√
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				√
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)) or timberland (as defined in Public Resources Code section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				√
d) Result in loss of forest land or conversion of forest land to non-forest use?				√
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				√

2.a & b Convert Important Farmland/Conflict with Zoning for Agricultural Use, or a Williamson Act Contract

A significant impact would be one that converts farmland designated as "prime," "unique" or "farmland of statewide importance" to nonagricultural uses; or conflicts with Williamson Act land. The project is not located in an important farmland area, according to the State Department of Conservation's Mariposa County Important Farmland Map (2020). The map shows the project in the "Other Land" farmland category, which is applied to land not included in any other mapping category, such as land utilized for low density rural developments; timber and wetland areas, certain mining operations, water bodies smaller than 40 acres, etc. In addition, the project site is located within the Coulterville Town Planning area boundaries and has been used for commercial purposes since the 1960s. A portion of the site is classified Highway Service Commercial in the Town Plan. The project will have

no impact on agricultural lands. It is not under a Williamson Act Contract, nor is it zoned for agricultural uses. *The project would have no impact on these issues.*

2.c & d Conflict with Forest Land/Timberland Zoning/Conversion of Forest Land to Non-Forest Use

A significant impact would occur if the project conflicts with forest land zoning, rezones defined forest land or timberland, or conflicts with timberland zoned Timber Production. A portion of the 3.49±-acre project site, which has been used for motel/campground purposes since the 1960s, is located in the Highway Service Commercial land use classification within the Coulterville Town Planning Area. This classification allows for an array of commercial uses. A smaller portion of the project site is classified (zoned) for residential purposes. The site is not zoned for forest land or timberland production. The project site, which is located at roughly the 1,840-foot elevation in an area dominated by the oak woodland habitat, contains no forest land as defined in Public Resources Code (PRC) Section 12220(g) nor timberland as defined in PRC Section 4526. "Forest land" is land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. "Timberland" means land, other than land owned by the federal government and land designated by the State Board of Forestry as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the board on a district basis.

The project site has been significantly modified by commercial development. The site is not zoned or classified for timber production, nor is it proposed to be so zoned or classified for timber production. A portion of the project site is currently classified/zoned for commercial development and the remainder of the site will be so classified if the General Plan/Area Plan Amendment is approved. (See Section B.11 – *Land Use and Planning* for further discussion of this issue.)

Given the factors cited above, the project will have no impact on zoning for forest land or timberland, nor will it result in the loss of forest land or conversion of forest land to non-forest use.

2.e Conversion of Farmland; Conversion of Forest Land

A significant impact would occur if the project resulted in the conversion of farmland to non-agricultural use or conversion of forest land to non-forest use. The project site has been used for commercial purposes since the 1960s. It does not convert farmland of importance nor forest land. *The project will have no impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.3 AIR QUALITY

3. AIR QUALITY – [Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.] Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				√
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			√	
c) Expose sensitive receptors to substantial pollutant concentrations?				√
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?				√

B.3.a Air Quality Plan and Violation of Air Quality Standards

The project would have a significant impact if it conflicted with or obstructed implementation of any applicable air quality plan. The project is located in the Mountain Counties Air Basin (MCAB), which comprises seven air districts. Air quality in Mariposa County is regulated by the Mariposa County Air Pollution Control District (MCAPCD). The MCAB has been assigned either attainment or unclassified status for federal air quality standards. Therefore, MCAPCD is not required to prepare or implement an attainment plan. Accordingly, there is no applicable air quality plan. In addition, the proposed project is a redevelopment of a former commercial use. The 3.49±-acre project site contained a motel/campground use since the 1960s. That use operated as a state-permitted Special Occupancy Park until roughly four years ago. The proposed project will also operate as a Special Occupancy Park. *Thus, the project will have no impact on implementation of an Air Quality Plan.*

B.3.b Cumulative Impacts

The project would have a significant impact if it resulted in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard. This impact is related to regional criteria pollutant impacts. Project specific emissions that exceed the thresholds or significance for criteria pollutants would be expected to result in a cumulatively considerable net increase of any criteria pollutant for which the County is in non-attainment under applicable federal or state ambient air quality standards. The project site has been significantly disturbed from the past motel/campground use. The proposed project will utilize existing driveways, parking lots, park model RV pads and building footprints to the maximum extent feasible. Any grading activities undertaken to implement the project have the potential to temporarily increase the level of dust in the air which may have a localized temporary effect on ambient air quality. However, grading is required to comply with Appendix J – *Grading* contained in the 2022 California Code of

Regulations Title 24. Compaction requirements for grading must be met. For grading work during the winter months, no additional soil moisture is needed to meet the compaction requirements and dust emissions are not typical. For grading work during the summer months, addition of soil moisture is typically necessary in order to meet compaction requirements. Consequently, dust emissions are minimized. Enforcement of applicable grading standards will ensure that construction activities for this project will not create substantial amounts of dust or other airborne pollutants. The site plan submitted by the project applicant shows that the main driveway within the project site from its intersection with Highway 49 will remain paved. Drive aisles extending from the main driveway and parking areas are proposed to be compacted earth with gravel surfacing. In addition, the *Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District*, which encompasses the project site, states that grading shall be minimized by utilizing multiple or stepped buildings which conform with the natural topography. *Based on these factors, the project will have a less than significant cumulative impact on criteria pollutants.*

B.3.c,d Sensitive Receptors to Pollutants

The project would have a significant impact if it exposed sensitive receptors to substantial pollutant concentrations. The MPAPCD does not have a set of guidelines to determine significance of whether a project would expose sensitive receptors to pollutants.

Sensitive receptors refer to those segments of the population most susceptible to poor air quality (i.e., children, the elderly, and those with pre-existing serious health problems affected by air quality). Land uses that have the greatest potential to attract these types of sensitive receptors include schools, parks, playgrounds, daycare centers, nursing homes, hospitals, and residential communities.

The project site is located in an area characterized by low density residential and large parcel agricultural/grazing uses. There are no sensitive receptors in its immediate vicinity. Coulterville Park, a County park, is located roughly one-half mile from the project site. The proposed Special Occupancy Park project is not the type of development that would generate pollutants that would impact sensitive receptors. The project site has historically contained a motel/campground use. The proposed project will redevelop the project site to a similar use. *Therefore, the project has no potential to expose sensitive receptors to substantial concentrations of pollutants*.

B.3.d Other Emissions Affecting Substantial Number of People

A significant impact would be one that results in other emissions (such as those leading to odors) adversely affecting a substantial number of people. As noted previously in this Initial Study, the project site is located in an area characterized by low density residential development and agricultural/grazing uses. The proposed Special Occupancy Park project is not the type of development that would generate other emissions or odors that would effect a substantial number of people. The project site has historically contained a motel/campground use. The proposed project will redevelop the project site to a similar use. A Phase I Environmental Site Assessment (dated January 17, 2024) was prepared for the project site by Nelson Enviro, LLC and is part of the record for this project. Section 6.3.5 of that assessment stated the following: *"No strong, pungent or noxious odors were observed on the subject property during the site reconnaissance." Based on these factors, the project would have no impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.4 BIOLOGICAL RESOURCES

4. BIOLOGICAL RESOURCES Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		√		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?				√
c) Have a substantial adverse effect on state or federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				√
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		√		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				√
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				√

A biological evaluation of the project site was prepared by Live Oak Associates, Inc. by QK. The title of the evaluation is *Biological Evaluation Letter, Yosemite Gold Country Lodge & Campground Redevelopment Project, Mariposa County, CA,* and is dated November 7, 2024. The biological report is available for review by contacting the Mariposa County Planning Department at (209) 966-5151 or at 5100 Bullion Street (lower floor) Mariposa, CA.

The following text is a summary of the biological evaluation.

Two habitat/land use types, categorized as ruderal and oak woodland, are located on the project site. The ruderal areas of the site comprise the operational footprint of the proposed project and are characterized by naturalized and landscaped vegetation that grows in disturbed areas. The smaller oak woodland area is undeveloped and located along the southern boundary of the site. There are no natural drainages on the project site.

Ruderal:
The ruderal, primarily developed and proposed developed areas of the project site have some value for native wildlife, primarily common species tolerant of or attracted to human development and landscaping. Amphibian use of this area is expected to be absent due to the absence of nearby aquatic breeding features. The site provides habitat for a few reptiles and for various bird species. Raptors such as Cooper's hawk and western screech owls may occur on the site. Mammals native to the area are expected to occasionally or regularly use or pass through the project site. Various bat species could roost in abandoned buildings and forage on or over ruderal areas of the site.

Oak woodland:
Herbaceous vegetation in this area includes non-native grasses. Native forbs exist in this area. Trees and shrubs in the oak woodland create a relatively dense canopy and include blue oak, interior live oak, foothill pine, buck crush and large patches of poison oak. Nearly all of the wildlife species expected in the ruderal areas of the site would also be expected in the oak woodland area of the site.

Special Status Species:
Many species of plants and animals within the state of California have low populations, limited distributions, or both. Such species may be considered "rare" and are vulnerable to extirpation as the state's human population grows and the habitats these species occupy are converted to agricultural and residential uses. State and federal laws have provided the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) with a mechanism for conserving and protecting the diversity of plant and animal species native to the state. A sizable number of native plants and animals have been formally designated as threatened or endangered under state and federal endangered species legislation. Others have been designated as "candidates" for such listing. Still others have been designated as "species of special concern" by the CDFW. The California Native Plant Society (CNPS) has developed its own set of lists (i.e., California Rare Plant Ranks, or CRPR) of native plants considered rare, threatened, or endangered (CNPS 2024). Collectively, these plants and animals are referred to as "special status species."

The California Natural Diversity Data Base (CNDDB; CDFW 2024) was used to query special status species occurrences in the Coulterville U.S. Geological Survey 7.5-minute quadrangle, in which the site is situated.

B.4.a Candidate, Sensitive or Special Status Species/
A significant impact would occur if the project had a substantial adverse effect on any candidate, sensitive or special status species (rare, endangered of threatened).

Table 1 on pgs. 8 and 9 of the biological evaluation of the project site lists nine special status plant species that could occur in the project vicinity. The evaluation concludes that all nine species are considered absent from or unlikely to occur on the project site due to an absence of suitable habitat and/or soils, the site's being situated outside of the species' distribution, or a combination thereof. The project is not expected to adversely effect these species,

either directly or indirectly, and impacts are considered less than significant under CEQA. Mitigation measures are not warranted.

Table 1 lists two special status animal species that could possibly occur on the project site. They are as follows:

Pallid Bat – California Species of Special Concern
This bat could potentially roost in the site's vacant building and could potentially forage on or over the site. Trees on the site did not appear to provide hollows or cavities suitable for roosting.

Western Red Bat – California Species of Special Concern
This bat could potentially roost in the site's trees and could forage over the site.

The project will not result in a significant loss of roosting or foraging habitat for these species. Although a few potential roost sites may be removed, numerous similar roosting opportunities will remain available elsewhere, potentially on the project site and in the project vicinity. The site does not offer unique foraging habitat for these bats. Similar foraging habitats are abundant in the project vicinity and elsewhere in the region.

During the maternity season, typically April 15 to September 30, these species may roost, sometimes in large numbers, within the site's buildings (pallid bats) and trees (western red bats). Removal of buildings or trees that contain maternity colonies could lead to the mortality of many bats, which could be considered a significant impact under CEQA.

Implementation of the following measure will reduce potentially significant impacts on roosting of special status bat species to less than significant levels:

Mitigation Measure 4.a.1
If removal of buildings or trees is to occur between April 1 and September 30 (general maternity bat roost season) of any given year, within 30 days prior to their removal, a qualified biologist shall survey the building and trees to be removed for roosting pallid and western red bats. Survey protocol shall include a search for individuals, guano, and staining and listening for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites. If bats are not observed to be roosting or breeding, no further action is required and building and tree removal can proceed. If a non-breeding pallid or western red colony is detected during pre-removal surveys, the individuals shall be humanely evicted under the direction of a qualified biologist to ensure that no harm or "take" of any bats occurs during project construction. If a maternity colony is detected during pre-removal surveys, the qualified biologist shall identify a suitable disturbance-free buffer around the colony. The buffer shall remain in place until the biologist determines that the nursery is no longer active. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of demolition, construction or grading activities and throughout the construction process.

Monitoring for Mitigation Measure 4.a.1:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

B.4.b Sensitive Natural Communities
A significant impact would occur if the project had a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. The biological evaluation of the project site states that California contains a wide range of natural communities, or unique assemblages of plants and animals.

These communities have largely been classified and mapped by the California Department of Fish and Wildlife as part of their Vegetation Classification and Mapping Program. Natural communities are assigned state and global ranks according to their rarity and the magnitude and trend of the threats they face. Any natural community with a state rank or 3 or lower (on a 1 to 5 scale) is considered "sensitive" and must be considered in CEQA review. Sensitive natural communities are absent from the project site. *The project would have no impacts on sensitive natural communities or critical habitats.*

B.4.c Wetlands

A significant impact would occur if the project would have a substantial adverse effect on State or federally protected wetlands. Jurisdictional waters are those rivers, creek, drainages, lakes, ponds, reservoirs and wetland that are subject to the authority of the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW) and/or the Regional Water Quality Control Board (RWQCB). In general, the USACE regulates navigable waters, tributaries to navigable waters, and wetlands with a continuous surface connection to these waters, where wetland are defined by the presence of hydric soils, hydrophytic vegetation, and wetland hydrology. All waters under USACE jurisdiction are also regulated by the RWQCB as waters of the State. Additionally, the RWQCB asserts jurisdiction over certain isolated features outside the jurisdiction of the USACE. The CDFW has jurisdiction over waters that have a defined bed and bank. Aquatic features, including any potentially jurisdictional waters or wetlands, are absent from the project site. *The project will have no impact on a State or federally protected wetland.*

B.4.d Native Species/Wildlife Corridors/Nursery Sites

A significant impact would occur if the project substantially interfered with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. The project site contains possible nesting habitat for a number of avian species in vegetation and in or on buildings. A few inactive nests were observed in enclosed spaces of the existing lodge building on the site. Nearly all avian species are protected under the Migratory Bird Treaty Act and related state laws. Avian species potentially nesting on or immediately adjacent to the site include the Brewer's blackbird, California scrub jay, spotted towhee, and house finch, among others. If birds were to nest on or immediately adjacent to the project site at the time of construction, project-related activities could result in the destruction or abandonment of active nests. Construction activities that adversely affect the nesting success of birds or result in the mortality of individual birds may violate state and federal laws and would be considered a significant impact. *Implementation of the following mitigation measure will reduce potentially significant impacts on nesting birds to less than significant levels.*

Mitigation Measure 4.d.1

Prior to commencement of demolition, construction or grading activities on the project site from February 1 – August 31 (nesting season) in any year, a qualified biologist shall conduct a pre-construction survey for active raptor and migratory bird nests. The survey shall occur within seven (7) days of the onset of demolition, construction or grading activities. Nest surveys shall include all areas on and within 250 feet (500 feet for raptors) within the project site. (The survey can be direct observation from within the project site onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey.) Should any active nests be discovered in or near the proposed construction zones, the qualified biologist shall identify a suitable construction-free buffer around the nest within the project site. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged. (This measure shall not apply to neighboring properties without the expressed oral or written consent of neighboring property owners.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to issuance of permits for demolition, construction or grading activities and throughout the construction process.

Monitoring for Mitigation Measure 4.d.1:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

Caltrans noted that there are mature trees within or near the right-of-way that could provide suitable nesting habitat and that if construction activities will occur between February 1 and September 30 in any year, a pre-construction survey must be conducted by a qualified biologist prior to the start of construction. If a nest or nests are observed, a protective buffer must be established around the nest per California Department of Fish and Wildlife guidelines. No work is allowed within the protection buffer limits until the young have fledged and until authorized by Caltrans District 10 Environmental Office. Results of the pre-construction survey must be provided to the Caltrans District 10 Environmental Office prior to the start of construction. Impacts on nesting habitat within the Caltrans right-of-way is considered to be a potentially significant impact requiring mitigation to reduce the potential impacts to less than significant levels. *Implementation of the following mitigation measure will reduce potentially significant impacts on nesting habitat to less than significant levels.*

Mitigation Measure 4.d.2
Prior to commencement of construction or grading activities within the Caltrans (State Route 49) right-of-way between February 1 – September 30 in any given year, a qualified biologist shall conduct a pre-construction survey for suitable nesting bird habitat. The survey shall occur within seven (7) days of the onset of construction or grading activities. (The survey can be direct observation from within the right-of-way onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey. This consent requirement shall not apply to the proposed project site.) Should any active nests be discovered in or near the proposed construction area, the qualified biologist shall identify a suitable construction-free buffer within the right-of-way and on the project site around the nest per California Department of Fish and Wildlife guidelines. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged and until authorized by Caltrans District 10 Environmental Office. (This measure shall not apply to neighboring properties adjacent to the Caltrans right-of-way without the expressed oral or written consent of neighboring property owners. This consent requirement shall not apply to the proposed project site.) Results of the pre-construction survey and a statement regarding implementation of any mitigation measures shall be provided to the Caltrans District 10 Environmental Office prior to the start of construction within the right-of-way. The Planning Department shall also be provided a copy of the results of any survey and required mitigation for impacts within the Caltrans right-of-way.

Monitoring for Mitigation Measure 4.d.2:
This mitigation measure will be monitored by The California Department of Transportation (Caltrans) through the encroachment permit process.

Wildlife movement corridors are routes that animals regularly and predictably follow during seasonal migration, dispersal from native ranges, daily travel within home ranges, and inter-population movements. Movement corridors in California are typically associated with valleys, ridgelines, and rivers and creeks supporting riparian vegetation. The project site does not contain any geographical features that could function as a wildlife movement corridor.

B.4.e Ordinances and Policies Protecting Biological Resources
A significant impact would be one that conflicts with any local policies or ordinances protecting biological resources. In compliance with CEQA, Mariposa County must consider project conformance with applicable goals and policies of the Mariposa County General Plan and the Coulterville Town Planning Area Town Plan. Goal 11-

4 of the general plan is to; "Conserve and enhance the ecosystems, plant communities, wildlife habitats, and the inherent diversity of both plant and animal species for the recreational, commercial, aesthetic, and basis ecosystems needs." To meet this goal the County has developed a number of policies and associated implementation measures that are included in the Conservation and Open Space Element of the general plan. The redevelopment of the significantly disturbed project site will not conflict with goals, policies, and implementation measures in the general plan that address environmental protection. Section VI. *Goals and Objectives* in the Coulterville Town Plan includes the following objective: *"To plan for the preservation and protection of environmentally sensitive areas of the community area."* The project site has been significantly disturbed by past development and it is not within an environmentally sensitive area of the community, which are generally associated with the Maxwell Creek corridor. *The project would have no impact on this issue.*

B.4.f Habitat Conservation/Community Preservation Plans

A significant impact would be one that conflicts with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or State habitat conservation plan. No HCPs or NCCPs are in effect in the project vicinity. *The project will have no impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.5 CULTURAL RESOURCES

5. CULTURAL RESOURCES Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?		√		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		√		
c) Disturb any human remains, including those interred outside of dedicated cemeteries?		√		

A Cultural Resources and Archaeological Survey was conducted on the 3.49±-acre project site by Culturescape on October 28, 2024. The survey results report contains the following information:

Part 1: Project Information
Part 2: Archaeological Records Check Information
Part 3: Native American Correspondence Information
Part 4: Pre-Field Research
Part 5: Training and Experience of Archaeological Surveyors
Part 6: Survey Methods and Procedures
Part 7: Survey Results
Part 8: Evaluation of Significance

Part 9: Protection Measures
Part 10: Implementation of Protection Measures

The following summarizes the survey results.

B.5.a, b, & c Historic/Archaeological Resources/Human Remains

A significant impact would be one that would cause a substantial adverse change in the significance of an historic, archaeological, unique paleontological resource; or a unique geologic feature. No historic or prehistoric cultural materials were found on the project site.

Part 7: *Survey Results* of the report survey states the following: "No sites found within the project area."
Part 8: *Evaluation of Significance* states the following: "Not Applicable."
Part 9: *Protection Measures* states the following: "The current project does not threaten any resources."
Part 10: *Implementation of Protection Measures* states the following: "None needed."

The report states that the area has undergone heavy mechanized alteration which includes a series of terraces and graded, graveled roads. An October 31, 2024 letter to the project applicants from Mark Kile of Culturescape states that the results of the survey were negative for any historic or prehistoric cultural materials and that the property has been heavily developed using cut and fill construction on the eastern side of the property with the underlying soils comprised of 50% Loafer Creek, 25% Gopher Ridge, and 10% Bonanza. The letter further states the area demonstrates a low sensitivity to cultural materials; however, it is always the possibility that buried deposits may be located as a result of subsurface construction. If buried materials are encountered during construction, then work must stop in that area until a qualified archaeologist can evaluate the nature and significance of the find.

Mariposa County applies the following mitigation to development projects to address the potential for cultural materials and/or human remains to be found during project construction. *Implementation of this measure will reduce potential impacts on cultural resources and human remains during project construction to a less than significant level.*

Mitigation Measure 5.a.1:

In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty (50) feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project proponent to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.

Monitoring for Mitigation Measure 5.a.1:
The project proponent or his on-site designee shall be responsible for ensuring compliance with this mitigation and the Mariposa County Planning Department will monitor the measure through the project construction permitting process.

(Note: The Native American consultation process for the proposed project is discussed in Section B.18 – *Tribal Cultural Resources*.)

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.6 ENERGY

6. ENERGY Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			√	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			√	

B.6. a & b Energy
A significant impact would occur if the project resulted in wasteful, inefficient, or unnecessary consumption of energy resources during construction or conflicted with a renewable energy plan or energy efficiency.

There are no unusual project characteristics or processes involved in this project that would require the use of equipment that would be more energy intensive than is used for comparable activities, or the use of equipment that would not conform to current emissions standards and related fuel efficiencies. Furthermore, through compliance with applicable requirements and/or regulations through the building permit process, the project would be consistent with State requirements, and would not consume energy resources in a wasteful or inefficient manner.

State and local agencies regulate the use and consumption of energy through various methods and programs. As a result of the passage of Assembly Bill 32 (AB 32), which seeks to reduce the effects of Greenhouse Gas (GHG) Emissions, a majority of the state regulations are intended to reduce energy use and GHG emissions. These include, among others, California Code of Regulations Title 24, Part 6–Energy Efficiency Standards, and the California Code of Regulations Title 24, Part 11– California Green Building Standards (CALGreen). The Mariposa County Building Department enforces the applicable requirements of the Energy Efficiency Standards and Green Building Standards in Title 24. Accordingly, the proposed project would not conflict with or obstruct State or local plans for renewable energy or energy efficiency.

Electrical service is available to the project site and this service was used by the previous motel/campground development. The proposed project will involve the demolition of the existing deteriorating facilities that comprised the former development. Those facilities were constructed decades ago and would be considered far less energy inefficient in relation to new structures and uses constructed under new energy conservation standards. The proposed project will redevelop the site to a use similar in nature to the former project but will do so with more adequate energy efficiency. Although the proposed project will consume energy, due to the factors cited above, *the project will have a less than significant impact on the issue of energy.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.7 GEOLOGY AND SOILS

7. GEOLOGY AND SOILS -- Would the project: a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				√
ii) Strong seismic ground shaking?				√
iii) Seismic-related ground failure, including liquefaction?				√
iv) Landslides?				√
b) Result in substantial soil erosion or the loss of topsoil?				√
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				√
d) Be located on expansive soil, as defined in Table 18-1-B of the				√

Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				√
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			√	

B.7.a, b, c & d Faults, Ground Shaking, Ground Failure and Landslides/Soil Erosion/Loss of Topsoil/Liquefaction/Subsidence/Lateral Spreading/Collapse/ Expansive Soil

A significant impact would be one that would result in potential adverse effects associated with earthquake, seismic ground shaking, liquefaction or landslides; would result in substantial soil erosion or loss of topsoil; be located on an unstable geological unit or soil or that would become unstable leading to landsliding, lateral spreading, subsidence, liquefaction or collapse; or be located on expansive soils

Site preparation and grading will be subject to Appendix J (Grading) of the California Building Code. Building construction on the project site will be subject to all applicable standards, including required soils compaction, contained in Title 24 of the 2022 California Building Code, including Chapter 18 – *Soils and Foundations*. The standards within the Building Code are designed to provide maximum safety for people and property in the construction of new facilities. In addition, Title 25, Division 1 – *Housing and Community Development*, Chapter 2.2 – *Special Occupancy Parks*, Article 8 – *Permanent Building and Commercial Modulars* in the California Code of Regulations addresses construction standards within Special Occupancy Parks. The existing regulatory environment will ensure that the project will not cause substantial adverse effects on the issues described in this section. In addition, the *Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District*, which encompasses the project site, states that grading shall be minimized by utilizing multiple or stepped buildings which conform with the natural topography. *Due to these factors, the project will have no impact on these issues.*

B.7.e Septic Systems

A significant impact would occur if septic tanks or systems are utilized for the project and the soil is unable to support their use. The project will be provided sewer service by the Coulterville Community Services District, a dependent special district operated by Mariposa County. *The project will have impact on this issue.*

B.7.f Paleontological or Unique Geologic Features

A significant impact would occur if the project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature. The results of the Cultural Resources Survey of the project site are that the site is negative for any historic or prehistoric cultural materials. The survey is discussed in Section B.5 – *Cultural Resources* of this Initial Study. The area demonstrates a low sensitivity for cultural materials. Mitigation Measure 5.a.1 as shown in B.5 – *Cultural Resources* will reduce potential impacts to paleontogical resources found during site excavation to a less than significant level. The site has been significantly disturbed and is not known to contain any unique geologic features. *The project will have a less than significant impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in

the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.8 GREENHOUSE GAS EMISSIONS

8. GREENHOUSE GAS EMISSIONS Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			√	
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?			√	

B.8.a & b Impacts: Greenhouse Gas (GHG) Emissions

A significant impact would occur if the project generated greenhouse gas emissions that may have a significant impact on the environment or conflict with a plan adopted to reduce the emissions of greenhouse gases.

The Mariposa County Air Pollution Control District (MCAPCD) has not adopted its own greenhouse gas (GHG) thresholds or prepared a Climate Action Plan that can be used as a basis for determining project significance.

The California Air Resources Board 2017 Climate Change Scoping Plan lists new policies and actions to accomplish the State's 2030 GHG reduction target of 40 percent below 1990 levels by 2020 to ensure California meets its target of reducing GHG emissions to 80 percent below 1990 levels by 2050.

Below is a list of applicable strategies in the Scoping Plan.

- ✓ California Light-Duty Vehicle GHG Standards – Implement adopted standards and planned second phase of the program. Align zero-emission vehicle, alternative and renewable fuel and vehicle technology programs for long-term climate change goals.

- ✓ Energy Efficiency – Pursuit of comparable investment in energy efficiency from all retail providers of electricity in California. Maximize energy efficiency building and appliance standards.

- ✓ Low Carbon Fuel – Development and adoption of the low carbon fuel standard.

These strategies are of statewide concern and/or cannot be implemented by a single development project. However, it can be found that the project would not conflict with any of these policies. The project proposes redevelopment of a site that has contained a Special Occupancy Park in the past. The project will comply with all required greenhouse gas emission standards related to construction and operation. The project is not of such a nature as to generate significant amounts of greenhouse gas emissions. *Due to these factors, the project would have a less than significant impact on greenhouse gas emissions.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.9 HAZARDS AND HAZARDOUS MATERIALS

9. HAZARDS AND HAZARDOUS MATERIALS Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			√	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			√	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				√
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				√
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				√
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			√	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving			√	

wildland fires?				

B.9.a & b Transport of Hazardous Materials/Upset and Accident

A significant impact would be one that produces a substantial risk to the public from routine transportation, use, or disposal of hazardous material, or from reasonably foreseeable accidental release into the environment of such material through upset or accident. Development on the site will not result in the handling, transport or use of hazardous materials except for those associated with normal construction practices. Construction activity may include temporary storage and use of potentially hazardous material such as fuel and oil. Any spills would be subject to local, state, and federal regulations, which minimize the risk associated with construction activities. Special Occupancy Park uses typically do not use or store large amounts of hazardous materials. The project would not involve the use, storage, transportation or disposal of hazardous materials. The proposed project will be subject to all standards governing Special Occupancy Park uses in California. These standards, shown in Title 25, Division 1 – *Housing and Community Development*, Chapter 2.2 – *Special Occupancy Parks*, include Article 4, which addresses Fuel Gas Requirements within such parks. Due to these factors, *the project will have a less than significant impact on these issues.*

B.9.c School Proximity

A significant impact would be one that emits hazardous emissions or results in the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. There are no schools located within a quarter-mile of the project site. In addition, the project is not such a nature as to emit nor handle hazardous materials. *Thus, the project will have no impact.*

B.9.d Exposure from Existing Contaminated Sites

A significant impact would be one that is located on a listed contamination site and exposes the public or the environment to the hazard. The project site is not listed on the Mariposa County Environmental Health Unit's list of hazardous sites. A Phase I Environmental Site Assessment (dated January 17, 2024) was prepared for the project site by Nelson Enviro, LLC and is part of the record for this project. (The assessment is available for review by contacting the Mariposa County Planning Department.) The assessment states that the following were not found on the project site:

- hazardous substances
- petroleum products
- underground storage tanks
- strong pungent, or noxious odors
- standing surface water and pools or sumps containing liquids likely to be hazardous substances or petroleum, products
- drums, totes and intermediate bulk containers
- hazardous substances and petroleum product containers not in connection with identified uses
- unidentified substance containers
- PCB-containing items
- stains or corrosion on floors, walls, or ceilings
- drains and sumps
- pits, ponds, or lagoons
- stained soil or pavement
- stressed vegetation

The assessment states that no areas of concern were observed. The assessment further states the following:

"Opinion

Based on the results of the Phase I Environmental Assessment, it is my opinion that this assessment has revealed no evidence of Recognized Environmental Conditions, Historical Recognized Environmental Conditions, or Controlled Recognized Environmental conditions in connection with this subject property. No additional environmental assessment work is recommended by Nelson Enviro, LLC at this time."

Based upon the conclusion of this assessment, the project will have no impact on the issue of contaminated sites.

B.9.e Hazards Near Airports and Airstrips

A significant impact would be one that results in a safety hazard for people residing or working in the vicinity of a public airport or private airstrip. The project site is not within two miles of a public airport, and no private airstrips are known to exist within the area of the project site or that would be affected by this project. *Thus, there will be no impact.*

B.9.f Emergency Response/Evacuation Plans

A significant impact would be one that impairs the implementation of or interferes with an emergency response or evacuation plan. The community of Coulterville, including the project site, is located at the intersection of two State highways, 49 and 132, which makes it well-situated for evacuation in the event of an emergency. The highways run north/south and east/west, respectively, from the community. The project site has direct access to State Highway 49 and will not interfere with emergency response or evacuation of the area in the event of an emergency.

The project applicant submitted an on-site evacuation plan, which is part of the record for the project. Development on the project site is subject to all applicable State Fire Safe Standards contained in Public Resources Code 4290 and 4291, as codified in the California Code of Regulations. The site plan and evacuation plan show the main driveway through the project site is to be 24 feet in width and paved. The width of this main driveway meets the standard of a minimum two 10-feet travel lanes for two-way traffic as described in Section 1273.01(a) of Public Resources Code (PRC) 4290. The paved surfacing of the driveway meets the standard of Section 1273.02(a) of PRC 4290. The additional driveways within the proposed project that connect to the main driveway are proposed to be 20 feet in width for two way traffic and 12 feet in width for one-way traffic and are to be graveled, which meets Section 1273.01(a)(b) of PRC 4290 standards.

There is a 70 foot long turnaround/backing area for emergency vehicles. The project will be required to meet dead-end road length standards contained in Section 1273.08(a) of the PRC. This standard for parcels zoned for less than an acre in size is 800 feet. The site plan for the project shows the main driveway to be roughly 350 feet in length from its intersection with Highway 49 to its terminus on site. A turnout may be required along the main driveway in accordance with Section 1275.05(c) of PRC 4290. Evacuation of all facilities on the project site will use the main driveway for egress from the site. The driveway intersects with State Highway 49.

The site plan for the project shows that a portion of the main driveway will have a grade of 17%, which exceeds the Section 1273.03(b) standard of 16%. However, this section of the State code allows a grade of up to 20%, with approval from the local jurisdiction and with mitigations to provide for the same practical effect.

Mariposa County Fire Department/CAL FIRE commented on the project when under pre-application review (Pre-Application Review No. 2023-166). The agency provided standards from Public Resources Code 4290 to which the project will be subject. The standards address roadway/driveway width, surface, grades, radius, turnarounds, turnouts, dead-end length, gate entrances as well as standards for addressing, emergency water, building and parcel siting and setbacks, ridgelines and disposal of flammable vegetation and fuels. Mariposa County Fire Department/CAL FIRE will review construction and grading plans and inspect project implementation at all phases of development to ensure compliance with all applicable standards.

Design and construction of the on-site driveways and turnaround will be approved by Mariposa County/CAL FIRE. The regulatory environment implementing State Fire Safe Standards will ensure that project ingress/egress is constructed to all applicable standards. *Therefore, the project will have a less than significant impact on this issue.*

B.9.g Risk of Wildland Fires

A significant impact would be one that exposes people or structures to a significant risk of wildland fires. The project site is located in the Very High Fire Hazard Severity Zone, according to the fire hazard severity zone map for Mariposa County maintained by CAL FIRE. As noted above, the project will be subject to all applicable State Fire Safe Standards, which will ensure adequate ingress/egress in the event of a fire emergency. When the project was considered under Pre-Application Review No. 2023-166, the Mariposa County Fire Department commented that construction of facilities on the site will be subject to applicable standards contained in the 2022 California Fire Code as codified in Part 9 of Title 24 of California Code of Regulations. The department also stated the project shall comply with requirements of Public Resources Code 4290 as described in Section 8.9.f above.

In addition, the Coulterville CAL FIRE station is located one-half mile north of the project site along Highway 49.

Design and construction of the on-site driveways and turnaround will be approved by Mariposa County Fire/CAL FIRE. Construction of on-site facilities will be required to comply with all building code standards which are designed to ensure people and property safety, including the California Fire Code. The project site plan shows two communal fire pits located in the vicinity of the covered pavilion and store/check-in facility at the highest elevation of the site and a covered fire pit located immediately adjacent to the store/check-in facility. Those amenities will be required to be operated in accordance with all fire safe standards. The regulatory environment implementing State Fire Safe and building code standards will ensure that the project is constructed to all applicable standards. *Therefore, the project will have a less than significant impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.10 HYDROLOGY & WATER QUALITY

10. HYDROLOGY AND WATER QUALITY Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			√	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			√	
c) Substantially alter the existing drainage pattern of the site or area, including			√	

through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in a substantial erosion on- or off-site;			√	
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site			√	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			√	
iv) impede or redirect flood flows?			√	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				√
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			√	

B.10.a Water Quality Standards/Waste Discharge Requirements/Water Quality

A significant impact would occur if the project violated a water quality standard or waste discharge requirements or otherwise substantially degraded surface or groundwater quality. The issue of project impacts to groundwater sources is addressed in B.10.b & e below. The project applicant submitted preliminary grading and drainage plans for the project site. These plans were prepared by VVH Consulting Engineers. These plans are part of the record for the project and can be obtained by contacting the Mariposa County Planning Department.

Grading to implement the project will be subject to the standards of Appendix J (Grading) of the California Building Code. These standards address, excavations; fills; setbacks; drainage and terracing; and erosion control. There are no surface water sources such as streams, creeks or springs located on the project site. The western portions of the project site have historically drained onto neighboring properties to the west and south and that will continue with implementation of the proposed project, according to the drainage map submitted by the project applicant. The drainage map shows that the runoff volume to the west side of the project with implementation of the project will increase by 0.07 acre-feet in comparison to existing conditions, which includes existing impervious surfaces on the site. (Note: Runoff volumes shown on the drainage map represent volumes for an average rainfall season in the area.)

The 2.574-acre area on the eastern portion of the project site currently drains into an existing AC dike along Highway 49 within the Caltrans right-of-way. This portion of the site will continue to drain in this manner with implementation of the project. Impervious surface in this area will increase from the existing 7,212 sq. ft. (c=0.95) to 16,934 sq. ft. with project implementation in comparison to existing conditions. Runoff into the drainage swale along Highway 49 will increase by 0.07 acre-feet.

The submitted drainage map shows that total impervious area will increase from 7,698 sq. ft. under existing conditions to 24,233 sq. ft. with project implementation. Pervious area will decrease from 180,220 sq. ft. to 163,685 sq. ft.

In addition, if more than one acre of land will be disturbed, the project will be subject to a National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity from the Regional Water Quality Control Board. This permitting is part of the existing regulatory environment and is addressed in the standard conditions of approval for projects in Mariposa County.

Appendix J standards state that drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices.

The project site has been significantly disturbed by past development activities, which have created impervious surfaces on the project site. The increase in runoff from project implementation as described above is not significant and will have a less than significant impact on drainages to the west and south of the project site. However, the slight increase in drainage onto neighboring properties will be addressed by Appendix J standards at the time of review of the grading permit. The regulatory environment will ensure that the project's impact on the quality of surface waters in the vicinity is less than significant. *Implementation of State grading standards will ensure a less than significant impact on surface water resources from site development.*

The proposed project will be served by the Coulterville Community Services District, a dependent special district operated by Mariposa County. The Coulterville water and sewer systems are subject to all applicable government requirements that are designed for protection of people and the environment. The project will not violate any water quality standards or waste discharge requirements nor will it otherwise substantially degrade surface or ground water quality

(Note: Potential project impacts on the State drainage facility in the State highway right-of-way and groundwater resources are discussed below in sections B.10.a and B.19.b, respectively, in this Initial Study.)

B.10.b & e Changes in Groundwater Resources

A significant impact would be one that substantially depletes groundwater quantities or interferes with groundwater recharge. The issue of project impacts to groundwater sources is discussed in Section B.19.b of this Initial Study. *The conclusion of that discussion is that the project would have a less than significant impact on groundwater resources.*

The project would not conflict with a water quality control plan or sustainable groundwater management plan.

B.10.c Drainage Patterns/Impervious Surfaces; Substantial Erosion; Flooding; Stormwater System Capacity; Polluted Runoff

A significant impact would be one that substantially alters drainage and surface flows through alteration of the course of a stream or river or through the addition of impervious surfaces in a manner that results in substantial erosion or siltation on- or off-site; substantially impacts drainage patterns causing flooding on- or off-site; contributes runoff causing the capacity of drainage systems to be exceeded or provides substantial polluted runoff; or redirects flood flows. Section B.10.a above provides a detailed discussion of potential impacts on drainage in the area from project. That discussion is based on the drainage map and analysis provided by the project applicant. *The conclusion of that section is that project implementation would have a less than significant on drainage and surface water quality in the area.*

The project is not of such a size and nature so as to generate substantial erosion, increase flood potential, generate substantial amounts of polluted runoff or impede or redirect flood flows.

Drainage Facility Within Highway 49 Right-of-Way

For certain projects located along State highways in Mariposa County, Caltrans has provided comment that State drainage facilities shall not be significantly impacted by the project. Caltrans did not provide such comment on this project. Comments on prior projects have stated that if historical undeveloped topography shows drainage from the project site flowed into the State right-of-way of Highway 140, it may continue to do so providing peak flows are not increased from the pre-construction quantity. Site runoff must be treated to meet present stormwater quality standards. If drainage does not flow into the State right-of-way currently, then it will not be allowed to flow into the right-of-way in the future with project development. The applicant will need to calculate runoff peak discharges for 10 and 100-year storm events for pre- and post construction.

The drainage plan submitted by the project applicant shows that there would be an increase in runoff of 0.07 acre-feet into the State drainage facility over existing conditions with project implementation. As per the discussion in Section B.10.a above, it does not appear these impacts on the drainage facility would be significant. However, a condition of approval is proposed to be placed on the project that would require that this issue be adequately addressed prior to project construction.

B.10.d Release of Pollutants in Flood Hazard, Tsunami or Seiche Zones from Project Inundation:

The project site is not in a flood hazard zone and would not result in polluted runoff in flood conditions. The project is not located in a dam inundation zone and is not subject to seiche. Mariposa County is not subject to tsunamis. *The project would have no impact on these issues.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.11 LAND USE & PLANNING

11. LAND USE AND PLANNING Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Physically divide an established community?				√
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				√

B.11.a Physically Divide an Existing Community

A significant impact would occur if the project physically divided an established community. Roughly two-thirds of the project site is located in the Highway Service Commercial (HSC) land use classification with the remaining acreage in the Single Family Residential (SFR) 2.5-acre[2] classification within the Coulterville Town Planning Area boundaries. The project site contained motel/campground uses for six decades until roughly four years ago. Those uses were legally existing nonconforming uses because their establishment pre-dated the adoption of the Coulterville Town Planning Area Plan. The Town Plan does not allow motels in the SFR 2.5-acre land use classification, nor does it allow campground uses in the HSC classification. The proposed project would not introduce a use that would be significantly divergent from the prior and relatively recent use of the site. The project proposes a General Plan/Area Plan Amendment to amend the Coulterville Town Planning Area Town Plan land use map to place the entire 3.49±-acre site in the HSC land use classification, and to amend the text of the HSC classification to conditionally permit Special Occupancy Park uses in the classification. If the amendment is approved, all of the property in the HSC classification in the Town Plan area boundaries would be available for consideration of Special Occupancy Park uses. Currently, there are 30.40 acres in this classification within Coulterville boundaries. The total land in this HSC classification would be approximately 31 acres if the amendment is approved. Under the amended text, each individual Special Occupancy Park application for property within the HSC classification would be subject to consideration and approval of a Conditional Use Permit and the public hearing process. The HSC classification conditionally permits uses such as motels, hotels, clubs, hospitals, sanitariums, clinics and uses such as restaurants and cafes, shops, churches and service stations. The proposed amendment can only be approved if it is found to be consistent with the goals, policies and standards of the Mariposa County General Plan and the Coulterville Town Planning Area Town Plan. *The consideration and adoption of mandatory findings will ensure that the project will not physically divide an established community. The project will have no project on this issue.*

B.11.b Conformance with General Plan Designation, Zoning and Other Environmental Policies

A significant impact would occur if the project conflicted with a land use plan, policy or regulation adopted to avoid or mitigate an environmental effect. The project site has been significantly disturbed by a prior motel/campground development. The proposed project is similar in nature to the prior project and can be considered a redevelopment of the site. As noted in B.11.a above, the project proposes a General Plan/Area Plan Amendment to place the entirety of the 3.49±-acre project site in the Highway Service Commercial land use classification and to allow for Special Occupancy Park uses to be conditionally permitted in the Highway Service Commercial land use classification. The proposed amendment can only be approved if it is found to be consistent with the goals, policies and standards of the Mariposa County General Plan and the Coulterville Town Planning Area Town Plan. The proposed project is consistent with the Environmental Constraints and Mitigation Measures contained in the Coulterville Town Planning Area Town Plan and its environmental impact report. The project will not conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect. *The project will have no impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

[2] The text and land use map contained in the Coulterville Town Planning Area Town Plan are in conflict regarding the name of this classification. The text refers to the classification as "Rural Residential" and the land use map identifies the classification as "Single Family Residential 2.5 acres." It is the map that is proposed for amendment, so the term Single Family Residential" is used to describe the amendment.

B.12 MINERAL RESOURCES

12. MINERAL RESOURCES Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				√
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local General Plan, specific plan or other land use plan?				√

B.12.a, b Mineral Resources

A significant impact would occur if the project resulted in the loss of availability of a mineral resource of value to the region and state, or resulted in the loss of a locally important mineral resource shown on land use planning maps. The project site is located within the Coulterville Town Planning Area boundaries and has been significantly disturbed by past development. It is currently classified for single family residential and highway service commercial uses. No portion of the site is located in the Industrial Mining District land use classification as described in the Coulterville Town Plan. The Mariposa County General Plan and the Coulterville Town Plan do not identify the project area as an important mineral recovery site. The project will not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state. *Thus, the project will have no impact.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.13 NOISE

13. NOISE Would the project result in:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			√	
b) Generation of excessive			√	

groundborne vibration or groundborne noise levels?				
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				√

B.13.a Generation of Substantial Noise That Exceeds Established Standards

A significant impact would occur if the project resulted in the generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

The Mariposa County General Plan states that the rural lifestyle found in Mariposa County results in a noise environment that is well below 55 dba CNEL standard. The Mariposa County Noise-Land Use Compatibility Chart, shown as Figure 12-1 in Volume III, Technical Background Reports of the Mariposa County General Plan, shows that Ldn or CNEL decibel levels of up to 60 are normally acceptable community noise exposure levels for low density single family residential development. Up to 70 decibels is conditionally acceptable. Noise during construction may exceed these levels in the immediate vicinity, but construction is expected to be of limited duration and occur during normal working hours. In addition, there are very few residential uses located in the immediate vicinity of the project site. Properties to the north, south and east of the project site are used for agricultural purposes. Mariposa County does not have an adopted noise ordinance, but typically does adopt a conditional of approval for development projects that limits the days and hours that construction activities can occur.

For six decades the project site contained a motel/campground development. The campground portion of the former development on the site operated as a Special Occupancy Park regulated and permitted by the State. The proposed project will be permitted as a Special Occupancy Park and will be similar in nature to the former use. The project will not introduce a new use to the area that would generate significant noise. The proposed use is low impact from the perspective of noise.

Given the uses proposed by the project, the site's long-term use as a motel/campground, the limitations on construction activities, and the limited residential development around the project site, it can be determined that the project will have a less than significant impact on the issue of noise.

B.13.b Groundborne Vibration or Noise

A significant impact would occur if the project resulted in the generation of excessive ground-borne vibration or ground-borne noise levels. The project is not the type that would generate excessive groundborne vibration or groundborne noise levels when established and in operation. The proposed project can be considered a redevelopment of the previous use on the project site. The prior project included a campground that operated under a Special Occupancy Park permit from the State. The proposed project will similarly operate under such a permit. The days and hours of construction activities will be limited to prevent vibration and noise impacts in the vicinity of the project site. In addition, there is limited residential development in the area surrounding the project site. *The project will have a less than significant impact on this issue.*

B.13.c Exposure to Airport or Airstrip Noise

A significant impact would occur if there is exposure of people residing or working in the project area to excessive noise from public airports or private airstrips. The project site is not located near an airport or airstrip. *The project will have no impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.14 POPULATION & HOUSING

14. POPULATION AND HOUSING Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				√
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				√

B.14.a Population Growth Inducement

A significant impact would result if the project induces substantial population growth in an area. The project applicant states that the project is anticipated to have four (4) part-time and two (2) full-time employees. An assistant general manager and up to four part-time maintenance and/or housekeeping staff will be hired from the general area. Seasonality and occupancy will dictate the part-time staffing levels. Except for the on-site housing of the park's general manager, no residential development is proposed as part of the project. The proposed Special Occupancy Park project will not result in substantial population growth in the area. *The project will have no impact on this issue.*

B.14.b Displacement of Housing/People

A significant impact would result if the project displaced substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. The project has no potential to displace substantial numbers of existing people or housing. It is considered to be a redevelopment of the project site that has been used for motel/campground purposes since the 1960s. The project will provide housing for the general manager. *The project will have no impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the

classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.15 PUBLIC SERVICES

15. PUBLIC SERVICES	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			√	
b) Police protection?			√	
c) Schools?				√
d) Parks?				√
e) Other public facilities?			√	

A project would have a significant impact if it results in substantial impacts on public services and public service providers in a manner described above.

B.15.a & b Emergency Services Improvement Impacts

Goal 9-9 of the General Plan states, *"Maintain quality emergency service delivery."* Policy 9-9a calls for defining acceptable service standards and creating a comprehensive plan to attain and maintain service delivery, and Implementation Measures 9-9a(1) and 9-9a(2) call for the preparation and implementation of an emergency services plan to implement the goal. The project will not have a negative impact on this goal, policy or these implementation measures. New development, by its very nature, has the potential to increase demand for emergency services. However, the project is considered to be a redevelopment of the project site that has been used for motel/campground purposes since the 1960s. As noted in Sub-section B.9.g. above, the project site is located in the Very High Fire Hazard Severity Zone, according to the fire hazard severity zone map for Mariposa County maintained by CAL FIRE. The project is served by the Coulterville Community Services District for domestic water and fire flow. There are two fire hydrants located along the highway frontage on the project site.

A summary of the *Preliminary Water and Sanitary Sewer Demand Analysis* prepared for the project including its potential impact on the community water system is provided in Section B.19.b of this Initial Study. The analysis prepared by VVH Engineers concludes with the following statement:

> *The total available storage volume provided by the combined existing tank and groundwater well capacity of 311,236 gallons is more than the total estimated required storage volume of 252,768 gallons. Therefore, the existing system should have sufficient storage volume to accommodate the proposed development.*

The project's contribution to emergency service demand in the area, including police protection, would not be significant given the nature of the proposed use and the fact that the site has been used for a similar purpose since the 1960s. The existing facilities on the project site have fallen into a significant state of disrepair and deterioration that have become an attractive nuisance for vandals. The proposed project will remove those facilities, which can be seen as removing a source of calls for law enforcement service. The project will not result in the need for new emergency service facilities. The Coulterville CAL FIRE station is located one-half mile north of the project site along Highway 49. Coulterville-Company-26, a Mariposa County volunteer fire company, is located roughly one-half mile from the project site in the community of Coulterville. *The project will have a less than significant impact on emergency service facilities*.

B.15.c School Improvement Impacts

This project will not result in the construction of new schools or cause the alteration of existing schools. New construction on the project site will be required to pay school impact fees through the building permit process, which are established to address development project impacts on schools. It is likely that part-time maintenance/housekeeping employees at the project will be drawn from the local employment base, thereby not inducing new impact on schools. *The project will have no impact on schools.*

B.15.d Park Improvement Impacts

The project has no potential to create new demand for parks facilities. The project will not result in new growth which would cause a demand for new park facilities. Existing facilities will provide adequate service to the project; no new facilities are needed. Coulterville Park, a Mariposa County facility, is located roughly one-half from the project site. *Thus, the project will have no impact on parks facilities.*

B.15.e Other Public Facility Impacts, Including Road Improvement Impacts

Water and Sewer Public Facilities

Water and sewer service will be provided to the project site by the Coulterville Community Services District, a dependent special district operated by Mariposa County. The Mariposa County Public Works Department was afforded the opportunity to comment on the proposed project at the pre-application review stage. The following summarizes that department's comments.

> The department commented that the existing public water and sewer system can serve the project but may require improvements to do so. The public water system will also require evaluation of the impacts of the project. Initial review of the sewer reveals the potential need of an upgrade of an existing lift station. The project will be required to install a backflow preventor at the connection to the public water system. Currently, Mariposa County has planned improvements to increase the overall capacity of the existing water system, therefore there should not be an issue. However, project needs and impacts still must be determined. The County is open to a cooperative project to improve the entire system.

Subsequent to the submittal of Public Works' comments, the project applicant commissioned the preparation of a water and sewer demand analysis. VVH prepared the analysis titled *Preliminary Water and Sanitary Sewer Demand Analysis Offsite at Yosemite Project Conditional Use Permit, Coulterville, CA*. A summary of the report's conclusions regarding water demand and storage availability is shown in Section B.19.b of this Initial Study.

The conclusions of the analysis are as follows:

- Water demands for the project have been estimated as follows:
    - Average Daily Demand: 1,900 gallons
    - Water Demand Load (Maximum Flow): 120 gallons per minute
    - Minimum Water Supply for Fire Suppression: 3,000 gallons
    - Required Fire Flow: 500 gallons per minute

- The total water storage volume required for the overall Coulterville water system, including the proposed project, is estimated to be approximately 253,000 gallons. By comparison, the total available water storage provided by the system is approximately 311,000 gallons. These figures are based on preliminary calculations, but still indicate that the existing system should have enough storage capacity to accommodate the proposed development.

The analysis states that County staff indicated that there is an existing 2 inch metered service connection to the site that was used by the former motel, which has an estimated available pressure of 35 psi at the connection point. County staff has also indicated that a booster pump system was previously installed by the motel in order to increase domestic water pressure. This available pressure will likely require installation of a booster pump system to provide adequate pressures for the higher elevation portions of the project. Pressure and flow tests will need to be performed at the existing fire hydrants and meter to verify available pressure and flow to the site. (There are two fire hydrants located along the highway frontage on the project site.)

Sewer System:
The analysis prepared by VVH Consulting Engineers states that Mariposa County does not have any published requirements for sanitary sewer generation rates from new developments. Sanitary sewer flows from the project are assumed to be nearly identical to the domestic water demands for the project since there will be no landscape irrigation for the project. Therefore, the sanitary sewer flows for the project are estimated as follows:

Average Daily Wastewater Flow: 1,900 gallons per day
Peak Wastewater Flow: 120 gallons per minute.

The VVH analysis concludes that the condition, slope, and existing flows within the existing 6 inch sewer main along the project frontage are not currently known. However, a 6 inch sewer main installed at a minimum slope of 0.5% (0.005 ft/ft) can accommodate a flow of nearly 150 gpm when flowing only 70% full. It is therefore reasonable to assume that the existing 6 inch sewer main should accommodate the proposed 120 gpm peak flow from the development, assuming there are no downstream flow impediments or other unknown circumstances.

The proposed project will be required to submit all necessary engineering information to the Mariposa County Public Works Department relating to water and sewer demand prior to connecting to the existing systems. That process will definitively determine whether the systems have adequate capacity to serve the project site and/or if any physical improvements are required in order for the project to connect to the systems. A condition of approval is proposed to be adopted for the project that will require that all design and construction requirements have been approved by the Mariposa County Public Works Department prior to the issuance of a grading or construction permit for the project. *Due to these factors, the project will have a less than significant impact on water and sewer facilities.*

(Note: The project's potential impact on Highway 49 is included in B.17.a of this Initial Study.)

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in

the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.16 RECREATION

16. RECREATION	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				√
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				√

B.16.a Use of Existing Recreational Facilities

A significant impact would result if the project increased the use of existing recreational facilities or such use was accelerated due to the project, and the increase in use had the potential to cause substantial physical deterioration of facilities. Patrons of the project will utilize existing recreation facilities in the area, including large-scale parks such as Yosemite National Park. Facilities at Coulterville Park may be used by patrons at the site. Such use would not lead to physical deterioration of existing parks and recreational facilities. The project has no potential to result in substantial physical deterioration of parks and recreational facilities. *The project will have no impact on this issue.*

B.16.b Construction or Expansion of New Recreational Facilities

A significant impact would result if the project included recreational facilities that might adversely affect the physical environment due to construction or expansion. The project does not include development of recreational facilities and none would be required to be constructed or expanded due to this project. *The project will have no impact.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.17 TRANSPORTATION

17.TRANSPORTATION Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			√	
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			√	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			√	
d) Result in inadequate emergency access?			√	

B.17.a & c Circulation System/Geometric Design Feature Hazards

A significant impact would result if the project conflicted with a program, plan, ordinance or policy addressing the circulation system. Caltrans commented on the project during the pre-application review stage of project processing. The following characterizes Caltrans' input on the project:

- The existing driveway needs to be upgraded to current Caltrans Highway Design Manual standards.
- The project proponent will need to provide the off-tracking analysis for recreational vehicles entering and existing the property.
- Due to the longer entry and exit timers necessary for RVs, which negatively impacts highway safety/operations by creating new conflict points and turning movements, the proposed project needs to consider widening the shoulders on the north and south sides of the site driveway to provide at least a 12-ft wide and 100-foot long approach and departure tapers.

Caltrans further commented on the environmental aspects of disturbance to the Caltrans right-of-way (Highway 49). An encroachment permit must be obtained for disturbance to the right-of-way and the permitting processing will require compliance with CEQA and the preparation of special studies addressing cultural and historic resources, biological resources, hazardous waste locations, and/or other environmental resources within the right-of-way. Caltrans specifically cited potential project impacts on bird nesting habitat in the Highway 49 right-of-way. That issue is addressed in Section B.4.d of this Initial Study.

Subsequent to the submittal of Caltrans comments, the project applicant commissioned the preparation of a traffic assessment for the project. The Yosemite Gold Country Lodge DRAFT Traffic Assessment, dated July 26, 2024, was prepared by Kimley Horn and is part of the record for this project. The study can be obtained by contacting the Mariposa County Planning Department. The reader is referred to this document for information related to assessment methodologies, sources and specific calculations based on those methodologies and sources used for determining potential project impacts. The following summarizes the content and conclusions of that assessment.

The assessment analyzed corner sight distance at the Highway 49/project driveways intersection.

Corner Sight Distance:
Sight distance at the intersection was evaluated for the unsignalized parking lot driveway leg based on current horizontal and vertical geometric conditions. The evaluation was performed in accordance with the Caltrans *Highway Design Manual*. The analysis states that as the RV units on-site will be "park model" and will function as motel/hotel units, passenger vehicle parameters are used as the critical basis for this assessment. Based on the Highway Design Manual, the standard Corner Sight Distance (CSD) time gap for a passenger car at an unsignalized public road intersection is 6.5 seconds for a right turn or crossing maneuver from a stop and 7.5 seconds for a left turn from a stop. Satisfying the CSD time gap is desired for unsignalized intersections.

Trip Generation:
The project is anticipated to generate 65 daily weekday trips, with 21 trips during the weekday AM peak hour, 13 trips during the weekday PM peak hour, and 24 trips during the Saturday peak hour.

Minimum Required Throat Depth (MRTD):
Methodology contained in the Institute of Transportation Engineers was used to determine MRTD. The methodology uses traffic volumes approaching the side-street stop control (project trips), conflicting volumes for turns from the minor street, and percentages of left turn and right turn movements to determine the MRTD. The project driveway was evaluated as a Full-Access driveway. Table 2 on page 2 of the assessment shows that the throat depth is sufficient as measured from the SR-49 edge to the internal driveway curb return.

Site Access, Circulation, and Parking:
The site configuration provides sufficient space for the vehicle types anticipated to access the parking area. the circulation pattern for the project site as shown on Exhibit 1 of the assessment is anticipated to be sufficient in accommodating emergency vehicle access and circulation for all reasonable vehicle types. Instances of vehicles larger than a private automobile utilizing the parking lot are anticipated to be infrequent. The assessment concludes that the 33 parking spaces proposed for the project exceed that which would be required (28 spaces) as per Section 17.336.030 of Mariposa County Code.

Driveway Sight Distance:
The Corner Sight Distance time gap is evaluated looking left and looking right from the proposed driveway location to account for all egressing maneuvers. Time gap data was collected at the proposed driveway location during a site visit on July 16, 2024. Table 3 on page 3 of the analysis shows that the observed time gap looking left from the project driveway does not meet the desired time gap of 7.5 seconds.

Stopping Sight Distance (SSD) represents the absolute minimum sight distance that should be provided. Based upon a prevailing weekday highway speed of 64 mph and a required stopping sight distance of 580 (as per Caltrans Highway Design Manual), Table 3 on page 3 of the assessment shows that the observed SSD in both directions at the project driveway satisfies the required SSD. The observed SSD looking left is 630 feet; looking right the SSD is 965 feet.

Safety Evaluation
Figures maintained by Caltrans regarding traffic accidents between MPA 45.00 and MPA 47.00 on Highway 49 (area of project site) from January 1, 2017 to December 31, 2023 show that there were two accidents during that time period. They were property damage only. The Caltrans report showing those figures (*Traffic Accident Surveillance and Analysis Systems Table 8 – SR-49 MPA 45.00-MPA 47.00 January 1, 2017-September 30, 2023, Caltrans, Kevin Le, generated July 18, 2024*) concludes that the total rate of crashes on the examined Highway 49 roadway segment is below the statewide average for similar facilities.

Design Vehicle Turning Movements:
Attachment B of the assessment shows inbound and outbound RV turning movements at the project site. The assessment states that although the anticipated project characteristics do not include consistent RV traffic, the proposed driveway improvements shown in Attachment C will adequately accommodate RVs accessing the lodging facilities on the site. Improvements shown in Attachment C should conform to Caltrans standards for access onto a state highway per the *Highway Design Manual*.

Based upon the analysis contained therein, the assessment concludes with the following:

- The project is anticipated to generate 65 daily weekday trips. The project is anticipated to generate 21 trips during the weekday AM peak hour, 13 trips during the weekday PM peak hour, and 24 trips during the Saturday peak hour.
- The project provides sufficient throat depth to allow for safe and efficient on-site operations.
- The project site plan provides sufficient access and circulation to convey reasonably anticipated vehicle types. The project provides a sufficient number of on-site parking spaces per the applicable County code.
- The project driveway does not meet desired Caltrans Highway Design Manual Corner Sight Distance time gap standards looking left per field observations. The project driveway does meet minimum Caltrans Highway Design Manual Stopping Sight Distance standards for all movements based on field observations and collected roadway segment speed data on Highway 49.
- Per data provided by Caltrans, the roadway segment of Highway 49 proximate to the project site exhibits a crash rate below the statewide average for similar facilities. The project is not anticipated to significantly alter this existing condition.
- Based on the generated turning movements, the project site and associated driveway improvements will adequately accommodate recreational vehicles (RVs).

The proposed project will use the existing driveway on the project site. The site has taken direct access from Highway 49 since the 1960s when the motel/campground use was established. Attachment C of the traffic impact assessment prepared for the project shows the improvements the project proposes to the intersection of the project site's driveway and Highway 49. The driveway's intersection with Highway 49 will be required to conform to all applicable Caltrans standards and any work performed within the Caltrans right-of-way will require an encroachment permit from Caltrans. The necessity for the project to obtain an encroachment permit from Caltrans prior to any work occurring in the Highway 49 right-of-way is proposed to be made a condition of approval on the Conditional Use Permit.

Based upon the information in the record as of the publication of this Initial Study, including the traffic assessment prepared for the project, there are no other improvement requirements to Highway 49 that have been identified.

Based upon the factors described above including the fact that the driveway onto the project site from Highway 49 is existing and will be improved to Caltrans standards and the conclusions of the traffic assessment prepared for the project, it can be determined that the project will have a less than significant impact on Highway 49.

B.17.b Conflict With CEQA Guidelines §15064.3, Subdivision (b)
A significant project impact would be one that conflicts with or is inconsistent with CEQA Guidelines §15064.3. This section states that vehicles miles traveled (VMT) is the most appropriate measure of transportation impacts. VMT is the product of a number of trips and the length of those trips. An analysis of a project's VMT assists in determining the project's contribution to greenhouse gas emissions and the effect on the State's goals for reducing emissions. This section of CEQA Guidelines states that "vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Section 15064.3(b)(1) states that for land use projects vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor

should be presumed to cause a less than significant transportation impact. Projects that decrease VMT in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.

The State of California Governor's Office of Planning and Research (OPR) published a Technical Advisory (TA) on Evaluating Transportation Impacts in CEQA (December 2018) to provide advice and recommendations, which agencies and other entities may use at their discretion. The TA acknowledges that lead agencies should set criteria and thresholds for VMT and transportation impacts. However, it provides guidance to residential, office and retail uses, citing these as the most common land uses. Beyond these three land uses, there is no guidance provided for any other land use type. The TA also notes that land uses may have a less than significant impact if they are located within a low VMT area or in close proximity to a transit route, and suggests that screening maps be used for this determination. TA Section E(1) – *Screening Thresholds for Land Use Projects* contains a subsection titled *Screening Thresholds for Small Projects*. This subsection states the following:

> *Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less than significant impact.*

As noted above, the project is anticipated to generate 65 daily weekday trips. The project is anticipated to generate 21 trips during the weekday AM peak hour, 13 trips during the weekday PM peak hour, and 24 trips during the Saturday peak hour. In addition, the project is located along a State highway and is a redevelopment of a site that up until roughly four years ago contained a similar use that dated to the 1960s.

Based upon these factors, the project's VMT is considered less than significant and no further analysis is required..

B.17.d Emergency Access

A significant impact would result if the project resulted in inadequate emergency access. See Section B.9.f *Emergency Response/Evacuation Plans* for a discussion of the project's impacts on emergency response and evacuation plans. That section addresses emergency access. *That section concludes that the project would have a less than significant impact on these issues, including emergency access.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.18 TRIBAL CULTURAL RESOURCES

18. TRIBAL CULTURAL RESOURCES Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			√	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.			√	

B.18.a, b Tribal Cultural Resources

A significant impact would occur if the project had a significant impact on tribal cultural resources, which are defined in the table above. As noted in Section B.5 – *Cultural Resources*, a Cultural Resources and Archaeological Survey was conducted on the 3.49±-acre project site by Culturescape on October 28, 2024. No historic or prehistoric cultural materials were found on the project site. In a summary letter to the project applicant, Culturescape states the area demonstrates a low sensitivity to cultural materials; however, it is always the possibility that buried deposits may be located as a result of subsurface construction. If buried materials are encountered during construction, then work must stop in that area until a qualified archaeologist can evaluation the nature and significant of the find.

Mariposa County applies mitigation to development projects to address the potential for cultural materials and/or human remains to be found during project construction. The report further states that in the unlikely event that buried archaeological deposits are encountered in the project area, the finds must be evaluated by a qualified archaeologist. Should human remains be encountered, the County Coroner must be contacted immediately; if the remains are determined to be Native American, then the Native American Heritage Commission must be contacted as well. *Implementation of Mitigation Measure 5.a.1 as described in the Cultural Resources section will reduce*

potential impacts on cultural resources and/or human remains discovered during site development to a less than significant level.

This project was initially reviewed by affected agencies under Pre-Application Review No. 2023-166. During that review period, the Southern Sierra Miwuk Nation sent an email to Mariposa Planning on February 21, 2024 stating the tribe had no knowledge of cultural resources within the direct APE.

Native American Consultation Notification:
This project involves the processing and potential adoption of a Mitigated Negative Declaration under CEQA. When such a document is proposed for adoption, Native American tribes on the County's Native American contact list, which is obtained from the Native American Heritage Commission (NAHC), are notified that they have thirty (30) days to request a consultation on the project. This notification is required pursuant to Public Resources Code Section 21080.3.1. Mariposa Planning sent an email to 19 tribal representatives and a mailed letter to two representatives on the contact list on September 26, 2024 notifying them that they had until October 28, 2024 to request a consultation.

Since the project involves a general plan amendment, Native American tribes on the contact list provided by NAHC are also allowed 90 days to request a consultation under provisions of Public Resources Code §65352.3. Tribal representatives were notified of this 90-day period in the same September 26, 2024 correspondences referenced above. That letter notified representatives that they had until December 26, 2024 to request a consultation on the project.

A follow-up email was sent to the tribes with email addresses on November 18, 2024 notifying them of the completion of the cultural resources and archaeological survey for the project site and that the survey is available upon request. A hard copy notice was sent to the two representatives without email addresses on November 12, 2024.

Adam Lewis, Tribal Cultural Resources Assistant for the Calaveras Band of Mi-Wuk Indians, sent an email to Mariposa Planning on September 28, 2024 stating that he had no comments and referred to the Southern Sierra Miwuk Nation for comments. Joanna Portillo-Hsu, Environmental and Planning representative for the Chicken Ranch Rancheria of Me-Wuk Indians, sent an email to Mariposa Planning on November 8 stating that the tribe had no comment on the project at that time.

On November 11, 2024, Jazzmyn Gegere Brochini of the Southern Sierra Miwuk Nation requested a copy of the cultural resources and archaeological survey prepared for the site. The survey report was emailed to her on November 12, 2024.

Given these factors, including the implementation of Mitigation Measure 5.a.1, it can be found that the project will have a less-than-significant impact on tribal cultural resources.

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.19 UTILITIES & SERVICE SYSTEMS

19. UTILITIES AND SERVICE SYSTEMS Would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			√	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			√	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			√	
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			√	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			√	

B.19.a Water, Wastewater Treatment; Stormwater Drainage; Electric Power, Natural Gas, Telecommunications Facilities

A significant impact would result if the project required or resulted in the relocation or construction of these facilities that would cause significant environmental effects. The project's potential impacts on the community water system serving the project site is discussed in detail in sections B.15.e and B.19.b of this Initial Study. Potential impacts on the community sewer system serving the project site are discussed in detail in Section B.15.e of this study. Potential impacts on the drainage system in the area are discussed in Section B.10.a. Potential impacts on the drainage facility in the Caltrans Highway 49 right-of-way are discussed in Section B.10.c. The conclusions in those sections are that the project will have a less than significant impact on those facilities.

Electric service is provided to the site by PG&E.

All project utilities and infrastructure will be constructed to all applicable building code standards and/or standards of utility providers. *Oversight of the design, permitting, installation and maintenance of utility systems serving the project will ensure that the project will have a less than significant impact on this issue.*

B.19.b Water Supply

A significant impact would result if the project did not have sufficient water supplies available to serve the project and reasonably foreseeable future development in normal, dry or multiple dry years. Water is provided to the project site by the Coulterville Community Services District, a dependent special district operated by Mariposa County. The project applicant submitted a report titled *Preliminary Water and Sanitary Sewer Demand Analysis Offsite at Yosemite Project Conditional Use Permit, Coulterville CA.* The analysis was prepared by VVH Consulting Engineers and is part of the record for this project. The following summarizes this analysis.

The existing community water system is an active, permitted public water system operating under the State Water Resources Control Board Division of Drinking Water. The system is supplied by a single groundwater well that produces 110 gallons per minute and storage is provided by a single 205,000 gallon tank and booster pump system. There is a two-inch metered service connection to the site that was used by the former motel.

The proposed project's average daily water demand is estimated to be approximately 1,900 gallons per day. Based on the estimated fixture unit count, the project Water Demand Load is estimated to be approximately 120 gallons per minute. The analysis estimates that the required water supply for fire suppression purposes is 3,000 gallons, which is the minimum water supply required for a structure with exposure hazards, according to National Fire Protection Association standards. The required minimum fire flow is 500 gallons per minute. These fire suppression estimates shown on pgs. 3-5 in the analysis prepared by VVH Engineering Consultants are based on an analysis utilizing National Fire Protection Association standards.

Overall Water System Demands

The VVH report states that a full, detailed analysis of the existing water system's capacity to accommodate the proposed development is beyond the scope of the analysis. However, a preliminary analysis of the existing water system demand and storage capacity can be undertaken to determine if sufficient water storage is available for the proposed development.

Average Day Demand: *The County of Mariposa Engineer's Report* prepared by Pinnacle Advanced Reliability Technologies for the Coulterville system indicates a total of 85 active, existing residential services. Assuming an average daily demand of 200 gallons per unit per day, the total Average Day Demand of the existing system and proposed project can be computed as follows:

Existing System (85 x 200)	17,000 gallons
Project Avg. Day Demand	1,900 gallons
Total Average Day Demand	18,900 gallons

Maximum Day Demand: Maximum Day Demand can be estimated as 2.3 x Average Day Demand, or: 2.3 x 18,900 = 43,470 gallons.

VVH analysis of the total effective available water storage for the Coulterville system factored available groundwater storage, estimated to be 106,236 gallons, and the storage tank volume of 205,000. Combining these resources results in the following total effective available storage within the system:

Tank Volume:	205,000 gallons
Groundwater Storage Volume:	106,236 gallons
Total Effective Available Storage:	311,236 gallons

The VVH analysis estimated the total minimum required storage volume for the Coulterville water system, including the proposed project, to be 252,768 gallons. This figure was based on equalization storage, emergency storage and fire flow storage.

The VVH analysis of water demand concludes with the following statement:

> *The total available storage volume provided by the combined existing tank and groundwater well capacity of 311,236 gallons is more than the total estimated required storage volume of 252,768 gallons. Therefore, the existing system should have sufficient storage volume to accommodate the proposed development.*

(Notes: There is an existing well on the project site, but it is not proposed to be used for domestic drinking purposes. The Mariposa County Environmental Health Unit states that they have no information on this well and that it shall not be used for public drinking water purposes. The demand analysis states that the project is not anticipated to include any landscaping that would require irrigation. Therefore, landscape irrigation demands are not included in the estimate for average daily water demand.)

Based upon this water demand analysis, it can be determined that the project will have a less than significant impact on the quantity of groundwater resources.

B.19.c Wastewater Treatment Capacities

A significant impact would result if a wastewater treatment provider does not have the capacity to serve the project in addition to its existing commitments. Potential impacts on the community sewer system serving the project site are discussed in Section B.15.e of this study. *The conclusion of that section is that the project would have a less than significant impact on sewer facilities.*

B.19.d,e Solid Waste

A significant impact would occur if a project generated solid waste in excess of state or local standards or in excess of local infrastructure or otherwise impair the attainment of solid waste reduction goals or did not comply with reduction statutes related to solid waste. The site plan for the project identifies an area for a refuse container. The Mariposa County Environmental Health Unit stated that the refuse containers must be rodent and bear resistant. The project is not of a size and nature that would result in noncompliance with governmental solid waste statutes and regulations. *Due to these factors, the project will have a less than significant impact.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

B.20 WILDFIRE

20. WILDFIRE If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially significant impact	Less than significant with mitigation incorporation	Less than significant impact	No impact
a) Substantially impair an adopted			√	

emergency response plan or emergency evacuation plan?				
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			√	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			√	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			√	

B.20.a Emergency Response or Evacuation Plan

A significant impact would result if a project located in or near State Responsibility Areas or very high fire hazard severity zones would result in substantial impacts on adopted emergency response or emergency evacuation plans. (Please see subsection B.9.f in the Hazard and Hazardous Materials section of this study for a discussion of the project impacts on emergency response and evacuation plans. *The project's potential impact on emergency response and evacuation plans is considered to be less than significant.*

B.20.b & c Exposure to Pollutant Concentrations/infrastructure Installation

A significant impact would occur if the project exposed project occupants to pollutant concentrations from wildfire. The issue of wildfire impacts is discussed in B.9.g of this study. The project site is located in the Very High Fire Hazard Severity Zone, according to the fire hazard severity zone map for Mariposa County maintained by CAL FIRE. As noted above, the project will be subject to all applicable State Fire Safe Standards, which will ensure adequate ingress/egress in the event of a fire emergency. When the project was considered under Pre-Application Review No. 2023-166, the Mariposa County Fire Department commented that construction of facilities on the site will be subject to applicable standards contained in the 2022 California Fire Code as codified in Part 9 of Title 24 of California Code of Regulations. The department also stated the project shall comply with requirements of Public Resources Code 4290 as described in Section 8.9.f of this study.

Design and construction of the on-site driveways and turnaround will be approved by Mariposa County/CAL FIRE. Construction of on-site facilities will be required to comply with all building code standards which are designed to ensure people and property safety, including the California Fire Code. The regulatory environment implementing State Fire Safe and building code standards will ensure that project is constructed to all applicable standards.

It should be noted that the project site has been used for motel/campground uses since the 1960s and that the project is a redevelopment of the site to a similar use to the former project. It will not introduce a new use that will generate greater wildfire risk.

Given these factors, the project's impact on this issue is less than significant.

B.20.d Exposure of People or Structures to Risks

A significant impact would occur if the project exposed people or structures to significant risks as described in the table above. The project site would not be subject to flooding. The project site is located in a general area that has experienced threats from wildfire. However, it is unlikely, given the site topography, that people or structures would be exposed to significant risk, including from landslides, as a result of runoff, post fire instability, or drainage changes. Structures and infrastructure will be constructed to all applicable standards. It is unlikely that an event would amend drainages within the project area so as to pose a significant risk to people or structures. (See subsection B.7.a, b, c & d *Faults, Ground Shaking, Ground Failure and Landslides/Soil Erosion/Expansive Soil* in the Geology and Soils section of this study for a discussion of those issues, and subsection B.10.c *Drainage Patterns/Impervious Surfaces; Substantial Erosion; Flooding; Stormwater System Capacity; Polluted Runoff* in the Hydrology and Water Quality section of this study for a discussion of drainage issues. T*he project will have a less than significant impact on this issue.*

(NOTE: Should the General Plan/Area Plan Amendment be approved, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31-acre area classified Highway Service Commercial in the community of Coulterville. The potential environmental impacts on this issue from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.)

Section C
MANDATORY FINDINGS OF SIGNIFICANCE

Finding:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		√		
2. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			√	
3. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			√	

Impact Discussion & Conclusions:

1. The project has the potential to significantly impact biological resources, specifically, special status bat species and nesting raptor and migratory birds and other bird species, both within the project site, in the immediate vicinity of the project and within the Caltrans right-of-way of Highway 49. Mitigation measures are proposed to reduce these potentially significant impacts to less than significant levels. The project has the potential to impact cultural resources during grading and construction activities on the project site. Mitigation is proposed to reduce this potentially significant impact to a less than significant level.

2. Currently, 30.40 acres of land in the Coulterville Town Planning Area are classified Highway Service Commercial (HSC). The project proposes the reclassification of approximately one third of the project site acreage to HSC, which would bring the total HSC classified land to approximately 31 acres. With approval of the General Plan/Area Plan Text amendment, Special Occupancy Parks would be conditional uses within the entirety of the approximately 31 -acre HSC area. Currently, the HSC classification conditionally permits uses such as hotels, motels, hospitals, retail establishments, restaurants and churches. It is unlikely that the addition of Special Occupancy Park uses to the list of current conditional uses in the HSC classification will have a significant cumulative effect. Special Occupancy Park uses would be similar in nature to hotels and motels from the perspective of environmental impact. The potential environmental impacts from specific projects within the classification in the future would be reviewed based upon the proposed development and individual site circumstances.

   The project is considered a redevelopment of the project site to a use similar in nature to the former project on the site. The project will result in increased air emissions, including greenhouse emissions; groundwater

use; noise; traffic; public services; utilities, and potentially increased risks to property and people from wildland fires. However, these impacts are not considered to be significant, are individually limited, and not cumulatively considerable. Mariposa County adopts a standard condition of approval on commercial development projects that addresses potentially significant noise impacts. The project's potential impacts on biological and cultural resources can be reduced to less than significant levels with the implementation of proposed mitigation measures.

3. The project does not have the potential to cause substantial direct or indirect adverse effects on human beings. Any potential impacts on human beings are less than significant.

Based upon the environmental review conducted within this initial study, and the anticipated level of impact as a result of the project, a mitigated negative declaration will be adopted for the project.

Section D
MITIGATION MONITORING

Mitigation Measure No.	Mitigation Measure	Mitigation Monitoring
4.a.1	*If removal of buildings or trees is to occur between April 1 and September 30 (general maternity bat roost season) of any given year, within 30 days prior to their removal, a qualified biologist shall survey the building and trees to be removed for roosting pallid and western red bats. Survey protocol shall include a search for individuals, guano, and staining and listening for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites. If bats are not observed to be roosting or breeding, no further action is required and building and tree removal can proceed. If a non-breeding pallid or western red colony is detected during pre-removal surveys, the individuals shall be humanely evicted under the direction of a qualified biologist to ensure that no harm or "take"of any bats occurs during project construction. If a maternity colony is detected during pre-removal surveys, the qualified biologist shall identify a suitable disturbance-free buffer around the colony. The buffer shall remain in place until the biologist determines that the nursery is no longer active. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of demolition, construction or grading activities and throughout the construction process.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.
4.d.1	*Prior to commencement of demolition, construction or grading activities on the project site from February 1 – August 31 (nesting season) in any year, a qualified biologist shall conduct a pre-construction survey for active raptor and migratory bird nests. The survey shall occur within seven (7) days of the onset of demolition, construction or grading activities. Nest surveys shall include all areas on and within 250 feet (500 feet for raptors) within the project site. (The survey can be direct observation from within the project site onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey.) Should any active nests be discovered in or near the proposed construction zones, the qualified biologist shall identify a suitable construction-free buffer around the nest within the project site. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	the young have fledged. (This measure shall not apply to neighboring properties without the expressed oral or written consent of neighboring property owners.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to issuance of permits for demolition, construction or grading activities and throughout the construction process.	
4.d.2	*Prior to commencement of construction or grading activities within the Caltrans (State Route 49) right-of-way between February 1 – September 30 in any given year, a qualified biologist shall conduct a pre-construction survey for suitable nesting bird habitat. The survey shall occur within seven (7) days of the onset of construction or grading activities. (The survey can be direct observation from within the right-of-way onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey. This consent requirement shall not apply to the proposed project site.) Should any active nests be discovered in or near the proposed construction area, the qualified biologist shall identify a suitable construction-free buffer within the right-of-way and on the project site around the nest per California Department of Fish and Wildlife guidelines. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged and until authorized by Caltrans District 10 Environmental Office. (This measure shall not apply to neighboring properties adjacent to the Caltrans right-of-way without the expressed oral or written consent of neighboring property owners. This consent requirement shall not apply to the proposed project site.) Results of the pre-construction survey and a statement regarding implementation of any mitigation measures shall be provided to the Caltrans District 10 Environmental Office prior to the start of construction within the right-of-way. The Planning Department shall also be provided a copy of the results of any survey and required mitigation for impacts within the Caltrans right-of-way.*	This mitigation measure will be monitored by The California Department of Transportation (Caltrans) through the encroachment permit process.
5.a.1	*In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty (50) feet of*	The project proponent or his on-site designee shall be responsible for ensuring compliance with this mitigation and the Mariposa County Planning Department will monitor the measure through the project construction permitting process.

	the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project proponent to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.	

Attachment 5 – Proposed MND

PROPOSED
MARIPOSA COUNTY
MITIGATED NEGATIVE DECLARATION

(Pursuant to California Administrative Code, Section 15070)

APPLICANT/APPLICATION: **General Plan/Area Plan Amendment Application No. 2024-100/Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102. Topos Ventures LLC; applicant.**

PROJECT DESCRIPTION: There are three components to the project; an amendment to the Coulterville Town Planning Area Town Plan as follows;

- General Plan/Area Plan Map Amendment: In order to implement the Special Occupancy Park project, the approximately 1.18-acre portion of the project site currently classified as Single-Family Residential (SFR) 2½ acres would need to be reclassified to the Highway Service Commercial (HSC) classification, thereby making the entire site Highway Service Commercial. Reclassification of a portion of the project site will require a general plan amendment since the Coulterville Town Plan is included in Volume II of the county's General Plan; therefore, any change to that Plan is an amendment to the General Plan.
- General Plan/Area Plan Text Amendment: Special Occupancy Park uses, such as proposed by this project, are not listed as either permitted or conditionally permitted in the HSC land use classification. Except for single-family residential and accessory uses, every use in the HSC classification is a conditional use. Section VI(A)(1) – *Highway Service Commercial* in the Coulterville Town Plan lists hotels and motels as conditional uses in the HSC classification. In order to implement the project, the applicant seeks an amendment to this section of the Town Plan to add Special Occupancy Park uses as conditional in the HSC classification. Should the text amendment be approved, Special Occupancy Parks would be conditional uses within the 30.40-acre area in Coulterville currently classified HSC. The 1.18 acres proposed for reclassification on the project site would bring the total land classified HSC to 31.58 acres. The project proponent has submitted a site plan for the amendment.
- Conditional Use Permit (CUP): The Special Occupancy Park project would be subject to the processing and approval of a conditional use permit if the text amendment is approved. The project proponent has submitted a preliminary site plan for the CUP application.
- Major Design Review: The Coulterville Town Plan contains development standards for commercial uses. The project would be subject to those standards, which address grading, placement of utilities, building design, landscaping and signs. The project proponent has submitted preliminary grading, landscaping and sign plans as well as exterior elevations of proposed structures.

The project proposes the following

- Demolish and remove the motel building, office/reception/manager's residence (AKA "Lodge"), laundry building, shop building, bathroom/shower building, mobile homes, cabin shells, and other unusable remnants of the former motel/HCD Special Occupancy Park.
- Decommission private water supply well in favor (and continued use) of municipal public water service.
- Reorganize the park layout to accommodate 25 RV pad sites. Twenty-five Recreational Vehicle Industry Association (RVIA) and Housing and Community Development Department RVs (park

models) will be docked at each pad and continuously hooked up; No transient RV spaces would be offered for rental.
    - RV pads would be compacted gravel and would be "full hookup" with 50-amp electric pedestals, potable water supply, and 3" sewer cleanout connections.
    - One (1) mobile home site will be reserved for workforce housing of no more than two (2) employees.
- Two (2) 250 sq. ft. enclosed and conditioned structures for communal gathering.
- 250 sq. ft. check-in building with "camp store" and ½ bathroom complete with electrical, water and sewer connections.
- 200 sq. ft. electric sauna and cold-plunge tank
- 800 sq. ft. pavilion for gatherings.
- Two (2) 120 sq. ft. nature viewing decks.
- 240 sq. ft. bathhouse with toilets, showers and sinks for guests.
- 33 parking stalls
- New signage, landscaping and lighting meeting Coulterville Town Planning Area design standards.
- Underground domestic water, sewer collection, and electric throughout the site will feature code compliant design and construction material standards.
- Ensure compliance with all applicable statutes, regulations and standards.

The project will be permitted as a Special Occupancy Park by the California Housing and Community Development Department. Standards for such parks are contained in Chapter 25, Division 1, Chapter 2.2 of the California Code of Regulations.

No significant effect is based on review procedures of the following County Departments or Divisions:

☒	Building Department	☒	County Environmental Health Unit
☒	Planning Commission	☒	Public Works Department

Other: Mariposa County Fire Department, Mariposa County Assessor, California Department of Fish and Wildlife, California Department of Transportation (Caltrans), the American Indian Council of Mariposa County (Southern Sierra Miwuk Nation), additional Native American contacts on the list maintained by the Native American Heritage Commission; State Regional Water Quality Control Board, CAL FIRE,

No significant effect is based on mitigation measures and mitigation monitoring as shown in Exhibit 1:

(Note – Mitigation Measures are subject to change upon final review of the project by Mariposa County. The final Mitigated Negative Declaration will incorporate all deletions or additions to measures.)

Initial Study was prepared by Skip Strathearn, Senior Planner, and is on file at Mariposa County Planning Department, 5100 Bullion Street, Mariposa, California 95338

Steve Engfer, Director Date
Mariposa Planning

Mitigation Measure No.	Mitigation Measure	Mitigation Monitoring
4.a.1	*If removal of buildings or trees is to occur between April 1 and September 30 (general maternity bat roost season) of any given year, within 30 days prior to their removal, a qualified biologist shall survey the building and trees to be removed for roosting pallid and western red bats. Survey protocol shall include a search for individuals, guano, and staining and listening for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites. If bats are not observed to be roosting or breeding, no further action is required and building and tree removal can proceed. If a non-breeding pallid or western red colony is detected during pre-removal surveys, the individuals shall be humanely evicted under the direction of a qualified biologist to ensure that no harm or "take"of any bats occurs during project construction. If a maternity colony is detected during pre-removal surveys, the qualified biologist shall identify a suitable disturbance-free buffer around the colony. The buffer shall remain in place until the biologist determines that the nursery is no longer active. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of demolition, construction or grading activities and throughout the construction process.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.
4.d.1	*Prior to commencement of demolition, construction or grading activities on the project site from February 1 – August 31 (nesting season) in any year, a qualified biologist shall conduct a pre-construction survey for active raptor and migratory bird nests. The survey shall occur within seven (7) days of the onset of demolition, construction or grading activities. Nest surveys shall include all areas on and within 250 feet (500 feet for raptors) within the project site. (The survey can be direct observation from within the project site onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey.) Should any active nests be discovered in or near the proposed construction zones, the qualified biologist shall identify a suitable construction-free buffer around the nest within the project site. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	the young have fledged. (This measure shall not apply to neighboring properties without the expressed oral or written consent of neighboring property owners.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to issuance of permits for demolition, construction or grading activities and throughout the construction process.	
4.d.2	*Prior to commencement of construction or grading activities within the Caltrans (State Route 49) right-of-way between February 1 – September 30 in any given year, a qualified biologist shall conduct a pre-construction survey for suitable nesting bird habitat. The survey shall occur within seven (7) days of the onset of construction or grading activities. (The survey can be direct observation from within the right-of-way onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey. This consent requirement shall not apply to the proposed project site.) Should any active nests be discovered in or near the proposed construction area, the qualified biologist shall identify a suitable construction-free buffer within the right-of-way and on the project site around the nest per California Department of Fish and Wildlife guidelines. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged and until authorized by Caltrans District 10 Environmental Office. (This measure shall not apply to neighboring properties adjacent to the Caltrans right-of-way without the expressed oral or written consent of neighboring property owners. This consent requirement shall not apply to the proposed project site.) Results of the pre-construction survey and a statement regarding implementation of any mitigation measures shall be provided to the Caltrans District 10 Environmental Office prior to the start of construction within the right-of-way. The Planning Department shall also be provided a copy of the results of any survey and required mitigation for impacts within the Caltrans right-of-way.*	This mitigation measure will be monitored by The California Department of Transportation (Caltrans) through the encroachment permit process.
5.a.1	*In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning*	The project proponent or his on-site designee shall be responsible for ensuring compliance with this mitigation and the Mariposa County Planning Department will monitor the measure through the project

	Department shall be notified immediately. No work shall be done within fifty (50) feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project proponent to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.	construction permitting process.

Exhibit 1

Mitigation Measure No.	Mitigation Measure	Mitigation Monitoring
4.a.1	*Prior to commencement of construction or grading activities on the project site from April 1 to August 31 and the issuance of construction or grading permits for the project, a qualified biologist knowledgeable on the identification of special-status plant species shall conduct a pedestrian survey of areas of the project disturbance footprint plus a 100-foot buffer within the project area, only if the buffer area is located on property owned by the project proponent or on which the project proponent has or will obtain easements for project facilities, to determine if special status plant species are present. The surveys shall be floristic in nature and shall be conducted during the last bloom periods for the target species prior to start of construction activities at each site in accordance with the most current United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) protocols. This would mean that should construction begin outside of the April 1 to August 31 period of a given year, the operative survey would be one that occurred within the April 1 to August 31 period of the prior year. (Bloom periods and areas where surveys would need to be conducted for each species are as described in Table 6-1 of the Biological Analysis Report.) For construction beginning in June, July or August of a given year, surveys for all species could occur in April and May of that year. Locations of any special-status plant species observed during the survey shall be mapped and described in the Biological Site Review Report.* *If non-listed special-status plant species (Yosemite onion, Tulare Rockcress, Bolander's woodreed, Hall's daisy, short-leaved hulsea, Holzinger's orthotrichum moss) are detected on-site, an Environmentally Sensitive Area (ESA), buffer shall be established with a minimum buffer of 15 feet until CDFW is notified and the process described below is undertaken. No disturbance shall occur in this ESA. The buffer area shall be identified through fencing or similar method. If any non-listed special-status plant species are present and cannot be avoided, the California Department of Fish and Wildlife shall be contacted at least 10 days prior to disturbance to allow for the collection of seed from these plant species (the construction schedule can proceed whether the CDFW collects seed or not.)*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	If Tompkin's sedge, which is a listed species, is present and cannot be avoided, impacts should be minimized to the greatest extent feasible in consultation with the USFWS and/or CDFW, as appropriate. *A Restoration and Revegetation Plan (RRP) shall be developed prior to construction and shall include the following:* • *Target mitigation ratios for impact special-status plant species.* • *The source for restoration plantings and seed mixes. Native seed shall be sourced locally from a native plant nursery to maintain genetic integrity with the plant species on-site or otherwise is known to occur within the same types of habitats in the region.* • *Methods for plant installation including size and species to be planted, and planting and irrigation installation. Methods for seed installation including species of seed and planting and irrigation. Management and maintenance methods shall be included.* • *Criteria and methods for determining successful establishment of mitigation efforts.* • *Contingency and adaptive management efforts if restoration efforts are not successful.* • *Monitoring and reporting requirements. Seeded areas shall be monitored through at least one winter to ensure that seed has sprouted successfully. Restoration plantings shall be monitored for at least three (3) years to determine if they have successfully become established (irrigation shall not occur during the last year of monitoring).* *Topsoil for areas that are occupied by special-status plant species should be retained and re-spread over disturbed areas from where it was extracted after construction has been completed.* *The Planning Department shall be provided a copy of the results of any Biological Site Review Report and proposed mitigation prior to initiation of construction or grading activities.*	
4.a.2	*This measure applies to the northern 15-acre parcel only. Within 14 days of the commencement of construction or grading activities on the parcel, a qualified biologist, knowledgeable of all life stages of the California red-legged frog and the Sierra Nevada yellow-legged frog, shall conduct two survey events in accordance with United States Fish and Wildlife Service (USFWS) protocols to determine if the species inhabit the affected area. Each survey shall*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	consist of one daytime survey and one nighttime survey, and each survey event shall be conducted with at least give days between them. The surveys shall be phased with construction of the project. If either frog species is detected during the pre-activity surveys, construction activities shall be postponed in the location where the frogs are detected until the frogs leave the site on their own. Once the biologist has determined that the frogs have left the site, work may resume. An exclusion fence shall be constructed between occupied habitat and the construction area to prevent the species from re-entering the construction area. The location and design of the exclusion fencing shall be determined by the qualified biologist. Construction or grading may proceed with caution under the direct supervision of the biologist. The biologist shall have the authority to halt work at any time to avoid injury or death to either frog species. Alternatively, the frog species may be relocated from the project site prior to the start of grading or construction activities only under the permission of the USFWS and the California Department of Fish and Wildlife, which would typically require an Incidental Take Permit. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of construction or grading activities and throughout the construction process.	
4.a.3	*This measure applies to the entirety of the project site. Within 14 days of the commencement of construction or grading activities on the project site, a qualified biologist shall conduct a survey for roosting pallid, western mastiff, and western red bats, including a daytime inspection and a flyout inspection at dusk to determine if the species inhabit the affected area. The survey(s) shall be phased with construction of the project. If bats are detected, an acoustical sampling shall be conducted to determine species. If pallid bats, western mastiff bats, or western red bats are identified to be roosting in the trees in the grading or construction area, work shall commence until bats have been passively excluded from the tree through the installation of one-way doors or other exclusion devices. Electronic bat aversion devices may also be used in addition to the one-way doors. Relocation of bats from the affected area may not be performed during the breeding season (March 1 to September 15.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of construction or grading activities and throughout the construction process.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.
4.a.4	*This measure applies to the entirety of the project site. Within 14 days of the commencement of construction or*	This mitigation measure will be monitored by the

	grading activities on the project site, a qualified biologist, knowledgeable in the identification of fisher and American badger, shall conduct a survey to determine if the species inhabit the affected area. The pedestrian survey(s) shall cover the affected area plus a 500-foot buffer, (the buffer area including only areas located on property owned by the project proponent or on which the project proponent has or will obtain easements for project facilities), and shall achieve 100% visual coverage. The survey effort shall be phased with construction of the project. If dens that these species could use are detected during the survey(s), an Environmentally Sensitive Area (ESA) shall be implemented between construction and the den. The nature and location of the buffer shall be determined by the qualified biologist. If the den must be removed for project construction, the den shall be monitored for a minimum of five (5) days and nights with trail cameras to determine if the den is in use. If no animal activity is detected, the dens may be carefully dismantled and demolished under the direct supervision of a qualified biologist until the terminus of every tunnel is clearly visible, and then backfilled. If at any time during den removal one of these species is encountered, den removal will cease immediately, and the animal will be allowed to leave on its own as determined by the qualified biologist before den removal can resume. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of construction or grading activities and throughout the construction process.	Mariposa County Planning Department through the project construction permitting process.
4.a.5	*Prior to grading or construction activities in an undeveloped area on the project site, all personnel involved in grading or construction activities shall attend a Construction Personnel Environmental Awareness Training and Education Program. The program shall be developed by a qualified biologist and shall include the following:* • *Information on the life history of all the special-status species identified in the project's Biological Analysis Report determined to have potential to occur on the project site, including migratory birds and raptors.* • *A discussion of each species' legal protection, status, the definition of "take" under the Endangered Species Act, measures the project proponent must implement to protect the species, reporting requirements, specific measures that each worker shall employ to avoid take of wildlife species, and penalties for violation of the State and federal Endangered Species acts.* • *Information on how and where to bring injured wildlife for treatment in the case any animals are injured*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	on the project site, and how to document wildlife mortalities and injuries. • *An attendance form signed by each worker indicating that environmental training has been completed with the attendance form kept on record by the qualified biologist.* *The Planning Department shall be provided a copy of the Construction Personnel Environmental Awareness Training and Education Program and signed copies of the attendance forms prior to the commencement of any grading or construction activities and the issuance of grading or construction permits.*	
4.a.6	*The project proponent shall implement the following best management practices to avoid and minimize impacts to special-status biological resources during grading or construction activities:* • *Project-related vehicles should observe a daytime speed limit of 20 mph within the project site.* • *Off-road traffic outside of areas designated essential for grading and construction activities shall be prohibited.* • *All grading and construction activities shall occur during daylight hours.* • *To prevent inadvertent entrapment of animals during construction of the project, all excavated, steep-walled holes or trenches more than two (2) feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one of more escape ramps constructed of earthen-fill or wooden plans shall be installed.* • *Before holes or trenches are filled, they should be thoroughly inspected for trapped animals. If at any time a trapped or injured special-status animal species is discovered, the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW), as appropriate, shall be contacted before proceeding with the work.* • *In the case of trapped animals, escape ramps or structures shall be installed immediately to allow the animal(s) to escape, or the USFWS/CDFW shall be contacted for guidance.* • *All construction pipes, culverts, or similar structures with a diameter of four (4) inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for animals before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If an animal is discovered inside a pipe, that section of pipe shall not be moved until a qualified biologist has identified the species and determined if*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	consultation with the USFWS/CDFW is required. If the species is not protected under the federal or State ESAs or is State Fully Protected, the animal may be retrieved by the biologist and relocated to suitable habitat outside of any existing or proposed grading or construction area. All such relocations shall be carefully documented, including photos/descriptions of the condition of the animal and relocation site. • *All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once per week from the project site.* • *No firearms shall be allowed on the project site.* • *No pets, such as dogs and cats, shall be permitted on the project site.* • *Use of rodenticides and herbicides in grading or construction areas shall be prohibited.* • *Upon completion of the grading or construction activity, all areas subject to temporary ground disturbances (including storage and staging areas, temporary roads, pipeline corridors, etc.) shall be re-contoured if necessary, and revegetated to promote restoration of the area to pre-project grading or construction conditions. An area subject to "temporary" disturbance means any area that is disturbed during grading or construction activities, but after project completion will not be subject to further disturbance and has the potential to be revegetated.* • *Any project personnel who are responsible for inadvertently killing or injuring a special-status species should immediately report the incident to a qualified biologist. The biologist shall notify the appropriate agencies within 24 hours.* • *New sightings of all special-status species identified in the Biological Analysis Report shall be reported to a qualified biologist who shall report the sighting to the California Natural Diversity Data Base.* *The project proponent shall provide a copy of the best management practices identified above to all contractors, subcontractors and any other entity conducting grading or construction activities on the project site prior to that entity engaging in any such activities. Prior to the commencement of grading or construction activities on the project site and the issuance of any grading or construction permits, the Planning Department shall be provided a copy of the best management practices that is to be distributed to those conducting grading or construction activities on the project site.*	
4.c.1	*Prior to commencement of construction or grading activities on any portion of the project site and the issuance of any grading or construction permit for the project, an*	This mitigation measure will be monitored by the Mariposa County

	aquatic resources delineation shall be conducted on parcels owned by the project proponent, or on which easements to construct facilities for project implementation have been obtained by the project proponent, to identify the extent of potential State and federal jurisdiction over these resources. The delineation shall be conducted according to the current U.S. Army Corps of Engineers (USACE) and Regional Water Quality Control Board minimum standards. The delineation shall include the project site plus a minimum 100-foot buffer, (the buffer area including only areas located on property owned by the project proponent or on which the project proponent has or will obtain easements for project facilities). An Aquatic Resources Delineation Report shall be prepared in accordance with USACE minimum standards and shall include potential jurisdictional extents for State agencies. The project proponent shall adhere to all state and/or federal regulations and standards, including provisions of the Clean Water Act, if it is determined that aquatic features on the project site are jurisdictional. The Planning Department shall be provided a copy of the Aquatic Resources Delineation Report prior to the issuance of a grading or construction permit for the project and the commencement of any construction or grading activities. The Planning Department shall also be provided any and all reports relating to the delineation and regulation of jurisdictional water features.	Planning Department through the project construction permitting process.
4.c.2	*The project proponent shall implement the following best management practices to protect aquatic resources during grading or construction in or near an aquatic resource area:* • *All non-jurisdictional aquatic features shall be avoided to the maximum extent feasible. Aquatic features that can be avoided shall have Environmentally Sensitive Area (ESA) buffers of 50 feet around such features to limit indirect impact to the features. (The buffer area shall include only areas located on property owned by the project proponent or on which the project proponent has or will obtain easements for project facilities.) ESA buffers shall be identified with high visibility fencing or other a similar method with signs stating the area is not to be disturbed.* • *Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside the ESA buffer area for aquatic resources. Vehicles and other motorized equipment shall be refueled and lubricated outside of ESA buffer areas.* • *Any material used as rip rap or rock slope protection shall be composed of cleaned, natural rock that is free of concrete, asphalt, and other materials that are deleterious to fish and wildlife.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	• *A Stormwater Pollution Prevention Plan shall be developed to address potential sources of erosion and water quality degradation during construction and grading activities.* • *All disturbed soils shall be stabilized to prevent erosion into aquatic features upon completion of grading or construction activities.* *The project proponent shall provide a copy of the best management practices identified above to all contractors, subcontractors and any other entity conducting grading or construction activities on the project site prior to that entity engaging in any such activities. Prior to the commencement of grading or construction activities on the project site and the issuance of any grading or construction permits, the Planning Department shall be provided a copy of the best management practices that is to be distributed to those conducting grading or construction activities on the project site.*	
4.d.1	*Prior to commencement of construction or grading activities on any portion of the project site, including the northern 15-acre parcel and the parcel between the subject parcel and the 15-acre parcel, a qualified biologist shall conduct a pre-construction survey(s) of the impacted area, plus a 250-foot buffer area for songbirds and a 500-foot buffer area for raptors, no longer than seven (7) days prior to such activities to determine if nesting birds, including Northern Goshawk, are extant in those areas proposed for construction or grading activities. If active nests are found during the survey or at any time during construction of the project, a nest avoidance buffer ranging from 250 feet for songbirds up to 350 for raptors may be required, as determined by the qualified biologist. The avoidance buffer, which shall apply only to property within parcels owned by the project proponent or for which the proponent has easements to construct project facilities, shall remain in place until the biologist has determined that the young are no longer reliant on the nest. Work may occur within the avoidance buffer under the approval of the qualified biologist once the biologist has determined through on-site monitoring that construction activities are not affecting nesting activities or the parental care of fledglings. The biologist shall have the authority to stop construction if nesting adults, hatchlings or fledglings show signs of distress as determined by the biologist. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of construction or grading activities and throughout the construction process.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

5.a.1	*In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty (50) feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project proponent to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.*	The project proponent or his on-site designee shall be responsible for ensuring compliance with this mitigation and the Mariposa County Planning Department will monitor the measure through the project construction permitting process.
7.e.1	*Prior to the issuance of a building permit for any structure within the project site, the specific leach line area dedicated to that structure shall be approved for septic disposal by the Mariposa County Environmental Health Unit and installed by the project proponent.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.
17.c.1	*Prior to the issuance of a certificate of occupancy for any multi-family residential structure and the central laundry facility, the project proponent shall install a sign at the terminus of Henness Circle at its intersection with Henness Ridge Road stating that cross traffic does not stop. The design and installation of the sign shall be approved by the Mariposa County Public Works Department. The project proponent shall provide written verification to the Mariposa County Planning Department that the Public Works Department has approved the design and installation of the sign.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

Attachment 6 - Public Comments

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
dtsc.ca.gov

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

March 25, 2025

Steve Engfer
Planning Director
Mariposa County
5100 Bullion Street
Mariposa, CA 95338
sengfer@mariposacounty.org

RE: MITIGATED NEGATIVE DECLARATION FOR THE GENERAL PLAN / AREA PLAN AMENDMENT APPLICATION NO. 2024-100 / CONDITIONAL USE PERMIT APPLICATION NO. 2024-101; AND MAJOR DESIGN REVIEW APPLICATION NO. 2024-102 PROJECT DATED MARCH 24, 2025, STATE CLEARINGHOUSE NUMBER 2025030958

Dear Steve Engfer,

The Department of Toxic Substances Control (DTSC) reviewed the Mitigated Negative Declaration (MND) for the General Plan / Area Plan Amendment Application No. 2024-100 / Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102 (Project). The Project proposes to demolish and remove the motel building, office/reception/manager's residence, laundry building, shop building, bathroom / shower building, mobile homes, cabin shells, and other unusable remnants of the former motel / HCD Special Occupancy Park. One mobile home site will be reserved for workforce housing of no more than two employees. DTSC recommends and requests consideration of the following comments:

1. The Phase I Environmental Site Assessment revealed interior observations were not conducted and previous occupants stated it was unknown if asbestos was present, therefore if buildings or other structures are to be demolished on any project sites included in the proposed project, surveys should be conducted for the presence of lead-based paints or products, mercury, asbestos containing

materials, and polychlorinated biphenyl caulk. Removal, demolition, and disposal of any above-mentioned chemicals should be conducted in compliance with California environmental regulations and policies. In addition, sampling near current and/or former buildings should be conducted in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual.

2. DTSC recommends that all imported soil and fill material should be tested to assess any contaminants of concern meet screening levels as outlined in DTSC's PEA Guidance Manual. Additionally, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing fill is necessary. To minimize the possibility of introducing contaminated soil and fill material there should be documentation of the origins of the soil or fill material and, if applicable, sampling be conducted to ensure that the imported soil and fill material are suitable for the intended land use. The soil sampling should include analysis based on the source of the fill and knowledge of prior land use. Additional information can be found by visiting DTSC's Human and Ecological Risk Office (HERO) webpage.

DTSC would like to thank you for the opportunity to comment on the MND for this Project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance.

Sincerely,

Dave Kereazis

Dave Kereazis
Associate Environmental Planner
HWMP-Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

cc: (via email)

Governor's Office of Land Use and Climate Innovation
State Clearinghouse
State.Clearinghouse@opr.ca.gov

Nico Turek
Project Applicant
Topos Ventures LLC
nico@topos.ventures

Tamara Purvis
Associate Environmental Planner
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Tamara.Purvis@dtsc.ca.gov

Scott Wiley
Associate Governmental Program Analyst
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Scott.Wiley@dtsc.ca.gov

From: Danielle Bradshaw
To: Steve Engfer; Shannon Hansen
Subject: Topos Ventures LLC Application
Date: Wednesday, March 26, 2025 2:05:15 PM

You don't often get email from daniebradshaw@gmail.com. Learn why this is important

Dear Director Engfer,

I am strongly opposed to the proposed Intent to adopt a Mitigated Negative Declaration for the Topos Ventures, LLC application.

Coulterville has limited water and sewer resources. I am concerned that this project will have a negative impact on the already strained water supply and antiquated sewer system in Coulterville.

The project to create a second well for Coulterville has not been completed. My property (5127 Greeley Hill Rd.) has a well next to the new Coulterville well. Director Hansen has commissioned a review to look at the impact of this new municipal well on my well water supply and on the water supply of neighboring wells. This review has not been completed. We do not yet know if the new Coulterville well will have an impact on existing wells. I have copied Director Hansen.

I am very concerned that adding these 25 rental units proposed by Topos Ventures to the Coulterville water and sewer will strain our water resources. Additionally, one of the reasons for the new municipal well was to have more water for fighting a fire. Adding Topos Venture's 25 units to the Coulterville water supply will make our community less safe in a fire.

Any additional upgrades to the water and sewer supply to accommodate these units would necessitate a rate increase, and the people of Coulterville are not financially able to bear that burden.

The Topos Ventures, LLC application and proposal of adding 25 new units to the Coulterville water and sewer supply creates very significant environmental risk with regards to water supply and fire safety. It is irresponsible for the county to allow this project to move forward with a Mitigated Negative Declaration. A full environmental review is clearly necessary for this project.

Sincerely,

Dr. Danielle Bradshaw

California Department of Transportation

OFFICE OF THE DISTRICT 10 PLANNING
P.O. BOX 2048 | STOCKTON, CA 95201
(209) 948-7325 | FAX (209) 948-7164 TTY 711
www.dot.ca.gov

April 16, 2025

Mr. Steve Engfer
Planning Director
Mariposa County
Planning Department
5100 Buillion Street
Mariposa, CA 95338

MPA-49-PM 25.249
GPA/CUP No. 2024-101
MDR No. 2024-102
Topos Ventures LLC

Mr. Engfer,

The Department of Transportation (Caltrans) appreciates the opportunity to review and provide information on the proposed Major Design Review, Conditional Use Permit and General Plan Amendment. General Plan/Area Plan Amendment No. 2024-100 proposes amending the Coulterville Town Planning Area Land Use Diagram to reclassify the Single family Residential portion of the project site to Highway Service Commercial thereby making the entire site Highway Service Commercial. The amendment also proposes amending the standards for the Highway Service Commercial classification to include Special Occupancy Parks as conditional uses in the classification. The processing of Conditional Use Permit No. 2024-101 for the proposed Special Occupancy Park is part of the application. Also part of the application is Major Design Review No. 2024-102 which will ensure project compliance with design review standards contained in the Coulterville Town Plan.

The proposed project is located at 10407 State Route (SR) 49 in Coulterville on the west side of SR 49, approximately one-half mile north of the intersection of Main Street and SR 49 (APN 002-220-001). Surrounding land uses are rural residential and agricultural (livestock grazing). Downtown Coulterville is about one half mile south of the property.

Caltrans has the following comments:

Environmental

- If there are any construction related activities that will encroach into Caltrans Right of Way (ROW) as a result of the project, the project proponent must apply for an Encroachment Permit with the Caltrans District 10 (D-10) Encroachment Permit Office. All California Environmental Quality Act (CEQA) documentation, such as the Final Initial Study (IS), with supporting technical studies, must be

submitted with the Encroachment Permit Application. These studies may include an analysis of potential impacts to any cultural sites, historic properties, biological resources, hazardous waste/materials, scenic highways, and/or other environmental resources within Caltrans Right of Way, at the project site(s). Evidence of consultation with local Native American tribes and interested parties will need to be presented within the technical documents for approval of encroachment in the Caltrans ROW.

- Mitigation Measure 5.a.1 states that "…if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately.

- If any previously unknown cultural resources are discovered during construction in Caltrans ROW, all work must stop within a 100-foot radius of the discovery. The Caltrans D-10 Encroachment Permit Office must be notified immediately. The Caltrans Professionally Qualified Staff (PQS) will investigate the discovery. No work shall resume within the 100-foot radius until authorized by the Caltrans PQS.

- The IS includes mitigation Measure 4.d.2, which states that Caltrans will be responsible for monitoring this mitigation measure. If this project will encroach onto Caltrans ROW, then the County Planning Department is responsible for ensuring Mitigation Measure 4.d.2 is adhered to pre-construction and during construction. Please update the IS accordingly.

- Unpaved Areas adjacent to the highways may contain Aerially Deposited Lead (ADL) from tail pipe emissions. Best Management Practices should be implemented when working in these areas. Any excess soil generated during the course of work in Caltrans ROW shall be redistributed on-site. If soil cannot be appropriately redistributed, then it must be tested and classified prior to transport out of Caltrans ROW for disposal. The Caltrans D-10 Environmental Office must be notified before any soil exceeding regulatory threshold is exported out of Caltrans ROW.

Traffic Ops

- The memo Page 2, Table 2 states the minimum throat depth of the proposed driveway is 25 feet and that there is 65 feet available, Will there be a fence at the property, and will the fence location still provide the required distance for an RV to wait at the gate while the gate opens so that it doesn't spill into the state highway?

- Page 3, Table 3 discussed the corner sight distance stating that when looking left

from the project driveway, the corner sight distance is deficient. How will the project mitigate for the corner sight deficiency? Was the sight distance measured from the new proposed driveway stop limit line? Can you provide the sight distance lines on the driveway improvement sheet?

- Attachment B, Turning movements shows individual movements. Did you run both entering and exiting RV turning movements to verify that they can run simultaneously? If you have the proposed driveway design please run the turning movements on the design. Can the turning movement be run on the Driveway Improvement Attachment D sheet with the dimensions of the driveway? Will the driveway have striping and stop limit line?

All future development for the project location will require further review by Caltrans. If you have any questions or would like to discuss these comments, please contact Lloyd Clark at (209) 986-9802 (Email: Lloyd.Clark@dot.ca.gov).

Sincerely,

Jonathan Oshalim

Jonathan Oshalim, Chief
Office of Rural Planning
Local Assistance & Environmental Support

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2025-***000***

A Resolution Approving General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102; Topos Ventures LLC, applicant. Assessors Parcel Number 002-220-001 (10407 Highway 49, Coulterville, CA 95311.

WHEREAS, applications for a General Plan/Area Plan Amendment; Conditional Use Permit; and Major Design Review were received on the 7th day of August 2024 from Topos Ventures LLC in order to implement a Special Occupancy Park on a 3.49±-acre parcel located at 10407 Highway 49 in Coulterville, CA (APN 002-220-001), within the Coulterville Town Planning Area Town Plan boundaries; and

WHEREAS, the General Plan/Area Plan Amendment proposes amending the Land Use Diagram contained in the Coulterville Town Planning Area Town Plan by reclassifying roughly one-third of the parcel from the Single Family Residential 2½-acre land use classification to the Highway Service Commercial classification thereby placing the entire parcel in the Highway Service Commercial classification; and

WHEREAS, the General Plan/Area Amendment also proposes amending Section VI(A)(1) – *Highway Service Commercial* of the Coulterville Town Plan to list Special Occupancy Parks as conditional uses within the classification; and

WHEREAS, the Conditional Use Permit component of the project is required to be processed since the proposed Special Occupancy Park would be a conditional use in the Highway Service Commercial classification; and

WHEREAS, the Major Design Review component of the application proposes a design of the project that is consistent with the applicable standards in the Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District; and

WHEREAS, the Special Occupancy Park consisting of twenty five (25) RV pads with RV (park model units) docked at each site and appurtenant park uses would be permitted by the State Housing and Community Development Department and would be required to comply with all applicable standards for Special Occupancy Parks contained in Chapter 25, Division 1, Chapter 2.2 of the California Code of Regulations; and

WHEREAS, the project site contained a motel/campground use since the mid-1960s until the development ceased operation roughly four years ago and the proposed project is designed to use much of the existing structure and improvement footprint on the site; and

WHEREAS, the campground component of the former project operated under a Special Occupancy Park permit from the State Housing and Community Development Department; and

WHEREAS, the project proposes to demolish the existing structures on the project site that have fallen into a significant state of deterioration and disrepair; and

WHEREAS, the Planning Department circulated the applications among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the Planning Department prepared environmental documents in accordance with the California Environmental Quality Act and local administrative procedures; and

WHEREAS, the CEQA Initial Study/proposed Mitigated Negative Declaration was circulated through the State Clearinghouse (SCH) for review by state agencies under SCH No. 2025030958; and

WHEREAS, a Staff Report and Initial Study were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, the Coulterville Town Planning Advisory Council held a duly noticed meeting on the project on March 26, 2025 and recommended the County approve the project; and.

WHEREAS, a duly noticed Planning Commission public hearing was scheduled for the 4th day of April 2025; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all the information in the public record, including the Initial Study and Staff Report, testimony presented by the public concerning the application, the comments of the applicants; and

WHEREAS, at the Planning Commission meeting on the noticed date the Planning Commission took action to recommend that the Board of Supervisors adopt a resolution adopting a Mitigated Negative Declaration and approve General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102 with findings, conditions, mitigation measures, and a mitigation monitoring program as set forth in Exhibits 1, 2 and 3 of this resolution, ***with the land use classification and text changes to be effective on the effective date of the classification and text changes***; and

WHEREAS, the Planning Commission action recommended the adoption of ordinances to amend the specific text and land use diagram in the Coulterville Town Planning Area Town Plan pursuant to General Plan/Area Plan Amendment Application No. 2024-100; and

WHEREAS, a duly noticed Board of Supervisors public hearing was scheduled for the 6th day of May 2025; and

WHEREAS, the Board of Supervisors did hold a public hearing on the 6th day of May 2025 and considered the Planning Commission recommendation and that of the Coulterville Town Planning Advisory Council, all of the information in the public record, including the Initial Study and Staff Report, comments received, testimony presented by the public concerning the application and the comments of the applicants.

WHEREAS, The Initial Study/proposed Mitigated Negative Declaration distributed for the project and recommended for approval by the Planning Commission stated that the monitoring agency for Mitigation Measure 4.d.2 relating to potential project impacts to bird nesting sites during construction within the Caltrans right-of-way is Caltrans. Monitoring for that measure is changed to Mariposa Planning. The change in the named monitoring agency does not alter the wording and intent of the mitigation.

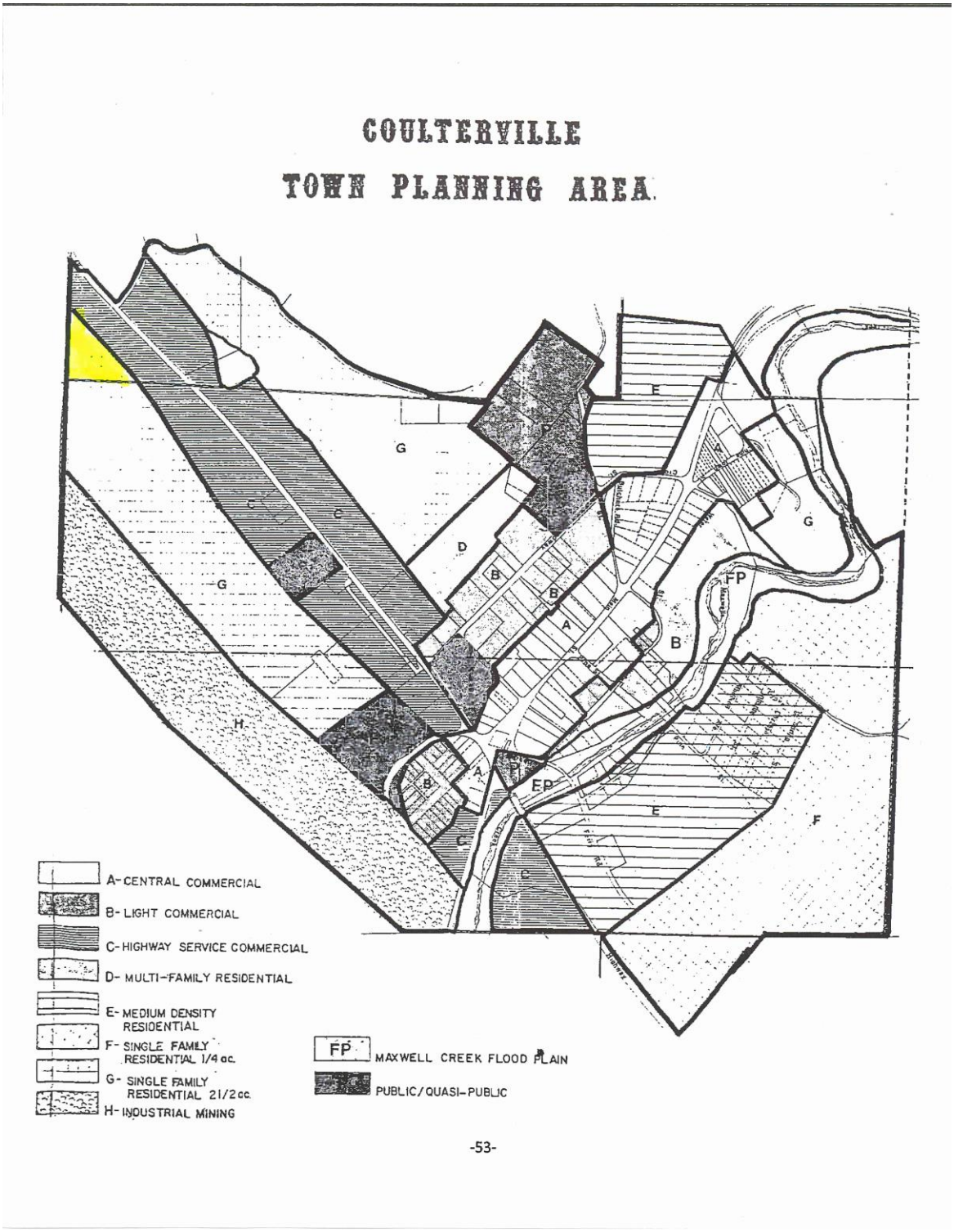
BE IT THEREFORE RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby approve the following actions:

1. Adopt a Mitigated Negative Declaration and approve General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design

Review Application No. 2024-102 with findings, conditions, mitigation measures and a mitigation monitoring program as set forth in Exhibits 1, 2 and 3 of this resolution, with the land use and text changes to Coulterville Town Planning Area Town Plan to be effective on the effective date of the classification and text changes. The Coulterville Town Planning Area Town Plan Land Use Diagram shown in Volume II of the General Plan shall be amended to reclassify roughly one-third of APN 002-220-001 from the Single Family Residential 2½-acre classification to the Highway Service Commercial classification as shown on the diagram below.

Current Coulterville Town Planning Area Land Use Diagram

(Portion of Project Site to be Reclassified shown in Yellow Highlight)



2. The text of Section VI(A)(1) – *Highway Service Commercial* land use classification in the Coulterville Town Planning Area Town Plan shown Volume II of the General Plan shall be amended to list Special Occupancy Parks as conditional uses within the classification as follows (Additions shown in *italicized and underlined* type; deletions shown in ~~double strikethrough.~~):

Highway Service Commercial:

Permitted Uses:

a. One single-family dwelling per parcel
b. Accessory buildings pertinent to the permitted uses.

Conditional Uses:

Within the Highway Commercial District the following uses subject to securing a use permit in each Case:

a. Dwellings and dwelling groups subject to the building area: lot width and yard requirements specified for medium density residential districts.
b. Hotels, Motels, Clubs, Lodge Halls, Hospitals, Sanitariums, ~~and~~ Clinics *and Special Occupancy Parks as defined in the California Health and Safety Code*.
c. Retail stores and shops of a highway commercial service character and conducted within a building, including restaurants and cafes , drive-in restaurants, refreshment stands, gift or curio shops, antique stores, bars or cocktail lounges, food stores and other uses which are of a similar character to those enumerated and will not be detrimental or obnoxious to the neighborhood in which they are located.
d. Outdoor advertising signs.
e. Public and quasi-public uses, including churches.
f. Service Stations.

ON MOTION BY Supervisor , seconded by Supervisor this resolution is duly passed and adopted this 6th day of May 2025 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board

Approved as to Form:

Kevin B. Briggs
County Counsel

Exhibit 1
Findings of Approval for General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102

Recommended General Plan/Area Plan Amendment Findings

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan/Area Amendment Application No. 2024-100

1. **FINDING:** This amendment is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   EVIDENCE: The project site has been used since the 1960s as a motel/campground development. The use ceased operations roughly four years ago. The former campground/RV portion of the development operated under a Special Occupancy Park permit from the California Housing and Community Development Department (HCD). Although the proposed project does not not include a motel use, the facility will be operated under a permit from HCD. The remaining facilities from the former project have fallen into a significant state of deterioration and disrepair and will be demolished as part of the proposed development of the project site. The site will be cleaned up and maintained with implementation of the proposed project. Development on the project site will be consistent with the design review standards contained in Section VI(D)(2) of the Coulterville Town Plan. These standards address site development, building design, landscaping and signs. In accordance with Section 17.66.010 of Title 17, Mariposa County Zoning Ordinance, it must be found that the application complies with the architectural theme and development guidelines established by the Board of Supervisors.

   Project construction, including internal driveways and turnarounds within the project site, will be required to comply with all applicable standards contained within Public Resources Code 4290 (State Fire Safe Standards). Structures on the project site will be required to comply with all applicable building and fire code standards. Vegetation on the project site will be required to be maintained in accordance with the fire safe standards contained in Public Resources Code 4291.

   In addition to these factors, the project will be permitted as a Special Occupancy Park by the California Housing and Community Development Department and must comply with all applicable standards for such parks. Those standards are contained in Chapter 25, Division 1, Chapter 2.2 of the California Code of Regulations. Following are the general code sections in which specific standards and regulations are contained:

   Article 1 - Administration and Enforcement
   Article 2 - General Park Requirements
   Article 3 - Electrical Requirements
   Article 4 - Fuel Gas Requirements
   Article 5 - Plumbing Requirements
   Article 6 - Fire Protection Standards for Parks
   Article 7 - Installations and Facilities

Article 8 - Permanent Buildings and Commercial Modulars
Article 9 - Accessory Buildings and Structures
Article 10 - Violations, Complaints, and Abatement
Article 11 - Informal Conferences and Hearing Procedures

The proposed amendment would allow Special Occupancy Parks as conditional uses in the Highway Service Commercial land use classification. Uses such as hotels, motels, clubs, lodge halls, hospitals, retail stores, restaurants, bars and cocktail lounges are currently conditionally allowed in this land use classification, which currently contains 30.4 acres in Coulterville. Future development of Special Occupancy Park uses that would be conditionally allowed in the classification would be reviewed in accordance with all applicable codes, statutes and regulations and would be subject to public review as is the proposed project.

The amendment to the Coulterville Town Plan's land use diagram placing the entirety of the 3.49±-acre project site in the Highway Service Commercial classification eliminates the currently existing split-classification on the parcel that limits the potential for a viable commercial development consistent with the purpose of a Town Plan. The CEQA Initial Study prepared for the project did not find that the project would have any potentially significant impact on human beings in the immediate vicinity or general area. Given these factors, it can be found that 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.

2. FINDING: This 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.

EVIDENCE: The General Plan/Area Plan amendment implements the Mariposa County General Plan. Coulterville is defined in the Mariposa County General Plan as a Town Planning Area. Section 5.3.01(B)(1) of the General Plan describes these planning areas as follows: *"All residential, commercial, industrial, job-center, recreation and public uses, as defined in the General Plan, are consistent with the purpose of a town planning area."* The amendment, which places the entirety of the 3.49±-acre site in the Highway Service Commercial land use classification, allows for the establishment of a viable commercial development on the site. The existing split-classification of the parcel, which has the western portion of the site in the Single-Family Residential 2.5-acre classification, results in the site being only marginally viable for either single family or commercial development. There are currently 30.4 acres of land in Coulterville within the Highway Service Classification. The amendment provides that Special Occupancy Parks will be a conditional use in this classification area. The Coulterville Town Planning Area Town Plan is contained in Volume II of the Mariposa County General Plan. Section VI of the Plan contains Goals and Objectives for the development of the Coulterville Community. The proposed amendments to the text and land use diagram of the Town Plan as they relate to the Highway Service Commercial land use classification are not inconsistent with any of the stated Goals and Objectives for the development of Coulterville. It is consistent with the following goals and objectives:

- To provide for and promote orderly residential and commercial development.
- To promote commercial development that supports the concept of providing employment opportunities to local residents, and provide adequate services to residents of the community, overall service area and tourists to the area.

Development within the Highway Service Commercial classification will be required to be consistent with all applicable commercial development standards contained in the Coulterville

Town Plan. The amendment provides a process for the establishment of Special Occupancy Park uses that will meet the needs of the traveling public.

3. **FINDING:** This amendment conforms to the requirements of State law and County policy.

   EVIDENCE: State law governing the adoption of general plans requires that the adopted plan include provisions for amendments. Those provisions are included in the adopted Mariposa County General Plan and in the Mariposa County Zoning Code. This application has been processed in accordance with all requirements of State laws and local ordinances.

4. **FINDING:** This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

   EVIDENCE: The amendment is consistent with development goals, policies and implementation measures contained in the Land Use Element of the Mariposa County General Plan. Goal 5-2 of this Element states: *"Create land use density and development patterns to manage growth in patterns avoiding sprawl."* Policy 5-2a states: *"Ensure that development shall occur first where services are located."* Implementation Measure (IM) 5-2a(2) states: *"Establish land development regulations defining permitted uses and establishing standards for close-to-services development."*

   The project site is located within the Coulterville Town Planning Area boundaries, which allows commercial development. The amendment will allow the conditional development of the entirety of the proposed project site with a Special Occupancy Park use, and will conditionally allow such uses within the additional land in Coulterville classified Highway Service Commercial. The "consequences" section of IM 5-2a(2) states *"The code will have siting criteria to ensure development occurs close to available public services. This means that isolated commercial development or "leapfrog" type development may not be possible even if other site criteria would normally allow commercial development."* Water and sewer service is provided to the project site by the Coulterville Community Services District, a dependent district operated by Mariposa County. The site has been used for similar development in the past. The proposed project is consistent with these General Plan policies.

   The project is consistent with additional goals, policies, and implementation measures in the Land Use Element. Goal 5-4 states: *"Designate land areas and establish siting criteria to enhance economic opportunities."* Policy 5-4a states: *"Cluster commercial and service development in Planning Areas and Rural Economic land use classifications."* Implementation Measure 5-4a(1) states: *"Commercial, healthcare, financial, and other service businesses intended to serve the greater County population, a regional or greater customer base, shall be located only within Town Planning Areas."* The amendment will allow the conditional approval of uses that serve a regional or greater customer base and which are located within a Town Planning Area. Therefore, the amendment is consistent with these policies.

5. **FINDING:** 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.

   EVIDENCE: The project site was used for a motel/campground development since the mid-1960s. That operation ceased operations roughly four years ago. The proposed project that would be conditionally allowed on the project site would utilize much of the existing footprint from the former development. There are no physical constraints to development of the project.

The proposed amendment to reclassify the single-family residential portion of the site to the Highway Service Commercial (HSC) classification and to amend the text for the HSC classification to allow consideration of Special Occupancy Parks as conditional uses in the classification, will afford a process that will allow the entire site to be used as a Special Occupancy Park project. Electrical facilities are currently located on the project site. Water and sewer service will be provided by the Coulterville Community Services District. There is an existing encroachment onto the project site from Highway 49 and there are existing driveways within the project site.

6. **FINDING:** The proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

   EVIDENCE: Reclassifying the single-family residential portion of the project site to the Highway Service Commercial classification, thereby making the entire site Highway Service Commercial, is logical and desirable because it will allow the site to be used as a Special Occupancy Park, which in turn will create employment opportunities and serve the touring public.

7. **FINDING:** The project as approved will not have a significant effect on the environment, or the significant impacts have been eliminated or substantially lessened or has been determined that the significant effects are unavoidable and acceptable due to overriding concerns.

   EVIDENCE: An Initial Study and a Mitigated Negative Declaration were prepared for the General Plan/Area Plan Amendment, Conditional Use Permit, and Major Design Review applications pursuant to Article 6 of the California Environmental Quality Act (CEQA). Approval of the project with significant impacts requires that findings be made by the lead agency pursuant to CEQA guidelines and requires a finding that the significant impacts of a project are either: (1) mitigated to a less-than-significant level or (2) that the public benefits of a project outweigh the significant impacts (requires a Statement of Overriding Consideration).

   The Initial Study concluded that all potentially significant project impacts on biological and cultural resources will be mitigated to a less than significant level with implementation of mitigation measures and a Mitigated Negative Declaration is adopted for the project. The project's Mitigated Negative Declaration, including CEQA Findings, mitigation measures and the mitigation monitoring program, is incorporated herein by reference.

Conditional Use Permit Findings

In accordance with Section 17.112.040 of the Mariposa County Zoning Code, the following findings are made for Conditional Use Permit Application No. 2024-101

A. **FINDING:** Adequate open space is being provided.

EVIDENCE: The proposed project site has been used for a motel/campground development since the mid-1960s. The operation ceased roughly four years ago. The proposed project will utilize much of the development footprint of the former project. The site plan for the conditional use permit shows that the development will retain much of the open space of the former project. The proposed project will retain the existing vegetation on the site to the maximum extent feasible. The project will be of a similar appearance to the former project for travelers along Highway 49. Adequate open space is provided.

B. FINDING: The site is physically suited for the proposed development.

EVIDENCE: The proposed project site has been used for a motel/campground development since the mid-1960s. The operation ceased roughly four years ago. The proposed project will utilize much of the development footprint of the former project and will implement a development similar to that for which the project site was formerly used. The project site can accommodate all of the components of the proposed Special Occupancy Park. Ample parking spaces will be provided. Section VI(A)(6) of the Coulterville Town Plan states that Highway Service Commercial areas shall meet the minimum parking standards of the County as approved and determined by the Planning Commission. The units in the proposed Special Occupancy Park will be stationary and from that perspective the operation of the facility will be similar in nature to a hotel or motel use. The use of Mariposa Town Plan Area standards for the number of required parking spaces for hotel and motels is warranted for this project. The project site has sufficient area to provide for thirty-three (33) parking spaces.

C. FINDING: Adequate provisions have been made for sewage disposal and handling of solid waste.

EVIDENCE: The project will connect to the Coulterville Community Services District for the provision of sewer service. The sewer demand analysis prepared by VVH Consulting Engineers for the project assumed sanitary sewer flows to be nearly identical to the domestic water demands for the project since there will be no landscape irrigation for the project. Therefore, the sanitary sewer flows for the project are estimated as follows:

Average Daily Wastewater Flow: 1,900 gallons per day
Peak Wastewater Flow: 120 gallons per minute.

The VVH analysis concludes that the condition, slope, and existing flows within the existing 6-inch sewer main along the project frontage are not currently known. However, a 6-inch sewer main installed at a minimum slope of 0.5% (0.005 ft/ft) can accommodate a flow of nearly 150 gpm when flowing only 70% full. It is therefore reasonable to assume that the existing 6-inch sewer main should accommodate the proposed 120 gpm peak flow from the development, assuming there are no downstream flow impediments or other unknown circumstances.

The proposed project will be required to submit all necessary engineering information to the Mariposa County Public Works Department relating to connection to the water and sewer systems prior to connecting to the existing systems. That process will definitively determine whether the systems will require any physical improvements in order to serve the project. A condition of approval is adopted for the project requiring that all design and construction requirements have been approved by the Mariposa County Public Works Department prior to the issuance of a grading or construction permit for the project.

The site plan for the project identifies an area for a refuse container. The Mariposa County Environmental Health Unit stated that the refuse containers must be rodent and bear resistant. The project is not of such a size and nature so as to result in noncompliance with governmental solid waste statutes and regulations. The CEQA Initial Study prepared for the project found that the project will have a less than significant impact on solid waste.

D. FINDING: The proposed development will have adequate potable water for public use and fire protection.

EVIDENCE: The project will connect to the Coulterville Community Services District for the provision of sewer service. The water demand analysis prepared by VVH Consulting Engineers for the project states that average daily water demand for the project will be 1,900 gallons. The system's existing demand is 17,000 gallons.

Maximum Day Demand: Maximum Day Demand can be estimated as 2.3 x Average Day Demand, or: 2.3 x 18,900 = 43,470 gallons.

VVH analysis of the total effective available water storage for the Coulterville system factored available groundwater storage, estimated to be 106,236 gallons, and the storage tank volume of 205,000. Combining these resources results in the following total effective available storage within the system:

Tank Volume:	205,000 gallons
Groundwater Storage Volume:	106,236 gallons
Total Effective Available Storage:	311,236 gallons

The VVH analysis estimated the total minimum required storage volume for the Coulterville water system, including the proposed project, to be 252,768 gallons. This figure was based on equalization storage, emergency storage and fire flow storage.

The VVH analysis of water demand concludes with the following statement:

> *The total available storage volume provided by the combined existing tank and groundwater well capacity of 311,236 gallons is more than the total estimated required storage volume of 252,768 gallons. Therefore, the existing system should have sufficient storage volume to accommodate the proposed development.*

E. FINDING: The project complies with all standard and special setback requirements and appropriate buffers have been provided for adjacent land uses.

EVIDENCE: The placement of structures on the project site will be subject to all setback standards for the Highway Service Commercial land use classification shown in Section VI(A)(1) of the Coulterville Town Planning Area Town Plan. The site was used for a motel/campground use dating to the mid-1960s until that development was abandoned roughly four years ago. Adjacent property owners are familiar with the use of this site for commercial purposes, specifically Special Occupancy Park uses. Therefore, special setback requirements are not warranted for the project.

F. FINDING: Adequate access is available or is proposed to the development.

EVIDENCE: The project site is currently accessed by an encroachment from Highway 49. The encroachment will be required to be improved under an encroachment permit issued by Caltrans. Any construction within the highway encroachment area will be required to comply with all applicable Caltrans encroachment permit standards. Internal driveways will be required to comply with all State Fire Safe standards enforced by Mariposa County Fire/CAL FIRE including driveway grade, width and surfacing as well as any required turnarounds.

G. FINDING: The proposed use is consistent with the policies of the general plan and any applicable specific plan.

EVIDENCE: Currently, Special Occupancy Park uses are not permitted, either outright or conditionally, within any land use classification in the Coulterville Town Planning Area. Part of the proposal for this project is a General Plan/Area Plan amendment to reclassify roughly one-third of the project site from the Single-Family Residential 2½-acre land use classification to the Highway Service Commercial classification, thereby placing the entirety of the parcel in the Highway Service Commercial classification. Another component of the General Plan/Area Plan is to amend the text for the Highway Service Commercial classification to add Special Occupancy Parks as conditional uses in the classification. A conditional use permit for the Special Occupancy Park use has been concurrently processed as part of this application. The approval of the General Plan/Area Plan amendments allow a process through which the conditional use permit can be considered and approved. The concurrent processing and approval of these applications brings the entirety of the project into conformance with the Coulterville Town Planning Area Town Plan and, therefore, the Mariposa County General Plan.

H. FINDING: The project as approved will not have a significant effect on the environment, or the significant impacts have been eliminated or substantially lessened, or determined that the significant effects are unavoidable and acceptable due to overriding concerns.

EVIDENCE: The CEQA Initial Study prepared for the project found that the project has the potential to have significant environmental impacts on the environmental checklist issues of Biological Resources and Cultural Resources. However, mitigation measures are proposed to reduce these potentially significant impacts to less than significant levels.

I. FINDING: The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the county.

EVIDENCE: The proposed project site has been used for a motel/campground development since the mid-1960s. The operation ceased roughly four years ago. The proposed project will utilize much of the development footprint of the former project and will implement a development similar to that for which the project site was formerly used. Adjacent property owners are familiar with the use of this site for commercial purposes, specifically Special Occupancy Park uses. Although the project site is located within the boundaries of a Town Planning Area, the immediate vicinity of the site is sparsely developed and populated. The CEQA Initial Study prepared for the project did not find that the project would have any potentially significant impact on human beings in the immediate vicinity or general area. Given these factors, it can be found that the proposed project is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

Major Design Review Findings

In accordance with Section 17.66.010 of the Mariposa County Zoning Code, the following findings are made for Major Design Review Application No. 2024-102:

The design of the structures on the site, including the park model units, as well as the proposed project signage and the use of existing landscaping is consistent with the *Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District* as described in Section VI(D)(2) of the Coulterville Town Plan. Although Section VI(D)(2)(A)(8) requires that all utilities, with the exception of propane storage tanks, be undergrounded within the project site, this requirement is waived because there is existing power on the project site in the form of power poles and overhead lines.

The design of the facility complies with the goals contained in Section VI(D)(1) – *Purpose and Intent of Standards* under Community Design in the Town Plan. In order to meet the purpose and intent of the standards to promote the public health, safety, and welfare of residents, the project is consistent with the following three general goals:

A. Enhance the community as a residential center and local service provider;
B. Stabilize and enhance property values; and
C. Promote Tourism

The project will remove dilapidated and deteriorated structures and redevelop the site to all required standards of construction and design.

Section VI(D)(2)(C)(13) in the Coulterville Town Plan mandates that parking areas and pedestrian ways shall be surfaced with AC paving, concrete or similar materials unless a determination is made that the traffic intensity of the use is low enough that such surfacing is not required. This text is similar to standards contained in the Mariposa Town Planning Area Town Plan, which allows alternative surfacing in parking and access areas if it can be found that the proposed use is sufficiently low intensity to allow such alternative surfacing [Section 17.336.030(C)(4) of the Mariposa Town Plan]. The Conditional Use Permit Site Plan shows that the existing main driveway through the project site from its intersection with Highway 49 will remain paved. This driveway will provide vehicles access to the store/check-in facility, communal lounge space, and manager's residence. The RV (park model) pads and the drive aisles in the RV area as well as all parking areas in those areas will be graveled. Gravel surfacing in the parking areas and drive aisles on the project site are acceptable due to the low vehicle speeds that will occur on the site. In addition, the proposed use is less intensive from the perspective of on-site traffic than other uses that can be considered in the Highway Service Commercial land use classification, such as retail stores, grocery stores, bars, restaurants and cafes. Further, the project will not operate as an RV park of the type that would allow private recreational vehicles to enter and exit the site for short stays on a regular basis. The "park model" RVs will be stationary on the project site.

The project proposes sufficient area to provide parking for thirty-three (33) vehicles. The Coulterville Town Plan does not contain specific parking space requirements for uses in the Highway Service Commercial land use classification. Parking requirements for projects in this classification are addressed in Section VI(A)(6) of the Town Plan, which states, *"The highway service commercial areas shall be required to meet the minimum parking area standards of the County as approved and determined by the Mariposa County Planning Commission."* Parking

space requirements for hotel/motel uses in the Mariposa Town Planning Town Plan are one (1) space per unit and two (2) additional spaces. The RV "park model" units proposed by this project for guests will be stationary. Guests at the project site will arrive and leave in individual vehicles. They will not typically bring individually-owned RVs for stays at the park. Therefore, the operation of the facility will be similar to a hotel or motel, where space for parking areas can be more limited in comparison to an RV park utilized by mobile units.

For the reasons stated above, it is found that utilizing the parking space demand for hotel/motels contained in Section 17.336.030(A)(2)(k) – *Parking Standards* in the Mariposa Town Planning Area Town Plan is appropriate for this project. There is sufficient area on the project site for thirty-three (33) parking spaces. It is also found that allowing alternative surfacing in the form of gravel for parking areas and parking access in accordance with allowances afforded by Section VI(D)(2)(C)(13) in the Coulterville Town Planning Area Town Plan and Section 17.336.030(C)(4) in the Mariposa Town Planning Area Town Plan is appropriate for this project. This finding is made in accordance with the authority granted to decision-makers for determining parking area requirements for projects in the Highway Service Commercial land use classification by Section VI(A)(6) of the Coulterville Town Plan.

It is found that the project, with implementation of conditions of approval, conforms to the *Architectural Theme and Development Guidelines for the Coulterville Town Planning Area Design Review District* as established by the Board of Supervisors. The project also complies with additional commercial design standards for Coulterville.

Exhibit 2
Project Conditions and Mitigation Measures for Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102

File Number: GP/AP Application No. 2024-100; CUP Application No. 2024-101 and Major Design Review Application No. 2024-102

The following conditions were established for this project in order to ensure compliance with county codes and policies and compliance with CEQA.

The Conditional Use Permit is approved for the following:

1. Twenty five (25) RV pad sites for the docking of Recreational Vehicle Industry Association (RVIA) and Housing and Community Development Department RVs (park models). The models are to be continuously hooked up and no transient RV spaces would be offered for rental.
    - RV pads would be compacted gravel and would be "full hookup" with 50-amp electric pedestals, potable water supply, and 3" sewer cleanout connections.
    - One (1) mobile home site will be reserved for workforce housing of no more than two (2) employees.
    - RV park model units are approved for short term (30 days or less) rental only.
    - Two (2) 250 sq. ft. enclosed and conditioned structures for communal gathering.
    - 250 sq. ft. check-in building with "camp store" and ½ bathroom complete with electrical, water and sewer connections.
    - 200 sq. ft. electric sauna and cold-plunge tank
    - 800 sq. ft. pavilion for gatherings.
    - Two (2) 120 sq. ft. nature viewing decks.
    - 240 sq. ft. bathhouse with toilets, showers and sinks for guests.
    - 33 parking stalls
    - Ancillary uses such as two communal fire pits and a covered fire pit.

    (Planning Department Recommendation)

2. The implementation and operation of the Special Occupancy Park shall be in substantial conformance with the site plan dated August 21, 2024. The project shall provide thirty-three (33) on-site parking spaces as stated on the site plan.

3. In accordance with the submitted site plan, the main driveway within the project site from its intersection with Highway 49 to the store check-in facility shall remain paved. The parking areas and ancillary driveways to the parking areas and the RV pads that are proposed to be graveled shall be surfaced with two (2) inches of Class II aggregate base. The surfacing and dimensions of the main driveway, ancillary driveways and parking areas shall be maintained to the approved conditions for the life of the project.

    (Planning Department Recommendation)

4. Minor amendments to the approved site plan may be approved by the Planning Director provided that any expansion does not exceed 10% of the size of area of the approved facility (any amount of a reduction in size of area of the facility may be allowed), and provided a finding can be made that the

modification does not create impacts which were not addressed in the original project approval. The Planning Director may impose any conditions and/or requirements it finds necessary to guarantee compliance with the project approval findings.

(Planning Department Recommendation

5. This project is approved as of May 6, 2025. This approval shall expire May 6, 2028. If the conditions of approval are not completed by that date and a building or grading permit has not yet been issued for any component of the project, the applicant may request one or more-time extensions of up to eighteen (18) months each. The applicant must make this request in writing prior to May 6, 2028. Time extension fees may be required.

   (Planning Department Recommendation)

6. Final design of structures and signage on the site shall be in substantial conformance with the example design photographs and elevations dated September 3, 2024 submitted and approved as part of the application. The proposed monument sign shall be consistent with the color and theme of the submitted signage examples. The total square footage of project signage, including the monument sign at the project entrance from Highway 49, shall be 64 square feet. Sign size shall be defined as the area of the smallest rectangle that wholly contains the sign. On-site directional signs of less than 10 sq. ft. and which do not advertise the business or contain the business logo or trademarks shall not be included in calculating overall sign area.

   (Planning Department Recommendation; Section VI(D)(2)(D) of the Coulterville Town Planning Area Town Plan)

7. Existing vegetation on the project site shall be retained to the maximum extent feasible as shown on the Landscaping Plan dated September 3, 2024 and in the accompanying written landscaping narrative in order to achieve maximum screening of structures and parking areas on the site. Tree and brush cover shall be maintained to achieve this screening for the life of the project. Any landscaping added to the project site shall be conducted in accordance with standards contained in Section VI(D)(2)(C) of the Coulterville Town Planning Area Town Plan.

   (Planning Department Recommendation)

8. Prior to the issuance of a grading or construction permit for the project, the project applicant shall have applied for a permit from the State Housing and Community Development to establish and operate the Special Occupancy Park on the project site. The project applicant shall provide evidence to the Mariposa County Planning Department that a permit has been applied for. No certificate of occupancy shall be issued for any structure on the project site until the permit to operate the Park has been obtained. A copy of the permit shall be provided to the Mariposa County Planning Department upon issuance.

   (Planning Department Recommendation)

9. An encroachment permit shall be obtained from the California Department of Transportation prior to any work being done on or adjacent to State Highway 49. The encroachment permit application shall include all Caltrans requirements relating to technical studies, including the final Initial Study, that have been or are required to be prepared that address potential environmental impacts from construction within the Caltrans right-of-way. If any previously unknown cultural resources are discovered during construction within the right-of-way, all work must stop within a 100-foot radius of the discovery. The Caltrans District-10 Encroachment Permit Office shall be notified immediately

with the purpose of allowing the Caltrans Professionally Qualified Staff (PQS) investigate the discovery. No work shall resume within the 100-foot radius until authorized by the Caltrans PQS. The project applicant shall implement all Caltrans protocols addressing the issue of aerially deposited lead as the soil is being disturbed in the right-of-way. A copy of the encroachment permit shall be provided to the Mariposa County Planning Department. All encroachment improvements shall be completed as required by Caltrans. Evidence that all encroachment permit improvements have been completed to the satisfaction of Caltrans shall be submitted to the Planning Department by the project applicant prior to the issuance of a Certification of Occupancy for the project site.

(Planning Department/Caltrans Recommendation)

10. Prior to the issuance of a grading or construction permit for the project site, the project applicant shall submit engineered drainage plans to Caltrans for review to ensure that all Caltrans requirements regarding drainage from the project site into drainage facilities within the Caltrans right-of-way are addressed. The drainage plans shall be prepared to Caltrans standards. The plans shall show how any runoff into State drainage facilities from the site is to be treated to meet current stormwater quality standards. If flows into State drainage facilities will not be increased by the project, the project shall provide Caltrans with information utilized to arrive at that conclusion. Verification of Caltrans review and approval of the drainage plans shall be provided to the Mariposa County Planning Department prior to the issuance of the grading permit.

    (Planning Department Recommendation)

11. Prior to the issuance of a grading or construction permit for the project, the project applicant shall provide written evidence that the Mariposa County Fire Department has approved the site evacuation plan for the site; the width and surfacing of all driveways, drive aisles, turnaround and parking areas; and have provided any applicable operational standards for use of the fire pits on the project site.

    (Planning Department/County Fire Recommendation)

12. Prior to the issuance of a grading or construction permit for the project site, the project applicant shall provide written evidence from the Mariposa County Public Works Department that the Coulterville Community Services District will provide the project with water and sewer service. Any required off-site or on-site improvements to the Systems and the payment of all required connection fees shall be completed prior to the issuance of a Certificate of Occupancy for the project site. The project applicant shall provide the Planning Department with written evidence that all improvements have been completed.

    (Planning Department)

13. Prior to the issuance of a grading permit for the project site, the project applicant shall contact the Regional Water Quality Control Board to determine if a National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity is required to be obtained. The project applicant shall provide written evidence that the permit is either required or not required. If required, the project applicant shall comply with all requirements of the permit and provide written evidence to Mariposa County Planning Department that the requirements have been met prior to the issuance of a Certificate of Occupancy for the project site.

    (State Water Quality Control Board Order No. 99-08-DWQ, National Pollutant Discharge Elimination System)

14. All refuse disposal containers shall be rodent and bear resistant. The project applicant shall submit for review and approval all refuse disposal container design to the Mariposa County Environmental Health Unit (EHU). Written evidence of approval of the refuse disposal units by EHU shall be provided to the Mariposa County Planning Department.

    (Planning Department/Environmental Health Recommendation)

15. The existing on-site water supply well shall not be used for domestic water consumption. If the project applicant proposes the decommissioning of the existing private water supply well a well destruction permit shall be required to be obtained from EHU.

    (Environmental Health Unit Recommendation)

16. Prior to issuance of a certificate of occupancy for the proposed store/check-in facility, the project applicant shall obtain, if applicable, a Food Facility Permit from EHU.

17. The proposed cold plunge tank shall be built to commercial standards. The tank may require a commercial pool/spa operating permit from EHU. If required, the project applicant shall obtain this permit prior to finalization of the building permit for the tank facility.

    (Environmental Health Unit Recommendation)

18. Internal driveways and drive aisles shall be designed and constructed in accordance with all applicable provisions of Public Resources Code 4290. The project applicant shall provide Mariposa County Planning Department with written evidence from Mariposa County Fire Department/CAL FIRE that the engineering design of the internal accessways are of adequate width, grade, surfacing, and construction design to meet the requirements of the fire protection agencies.

    (State Fire Safe Regulations; CAL FIRE/County Fire; Planning Department Recommendation)

19. The project shall comply with all applicable State Fire Safe requirements of Public Resources Code 4290 and 4291 for the life of the project.

    (Planning Department Recommendation)

21. Prior to issuance of a building permit (other than grading) all flammable vegetation shall be removed from each building site a minimum distance of one hundred (100) feet from any flammable building material, including finished structure. This condition shall not apply to vegetation proposed to remain as finished site landscaping, or offsite vegetation

    (Planning Department Recommendation)

26. All exterior lighting fixtures shall be of a hooded type and shall be designed and located to confine lighting directly on the premises. Lighting should be of minimum, but adequate, intensity. The light fixtures shall be a “full cutoff” fixture as listed in the International Dark Sky Standards. A lighting plan showing the design and location of all exterior lights, including any lighting at sidewalk level, shall be submitted. Exterior lighting fixtures shall not shine light upon or directly illuminate any surface other than the area required to be lighted, unless such lighting is required for security purposes. The Planning Director shall approve the design of the lighting fixtures prior to issuance of the grading permit.

    (Mariposa County General Plan; Planning Department Recommendation)

27. Prior to the issuance of a building or grading permit and prior to issuance of a Certificate of Occupancy, all fees associated with the County's processing of this project and filing of associated documents shall be paid.

    (Planning Department Recommendation)

28. The Property Owner (Owner) shall indemnify, protect, defend, and hold harmless the County, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the County, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, any approval of the County, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the County, concerning the project and the approvals granted herein. Actions concerning the project and approvals granted shall include, but not be limited to, the environmental determination made pursuant to the California Environmental Quality Act (CEQA). Furthermore, Owner shall indemnify, protect, defend, and hold harmless the County, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the County indemnify and defend such governmental entity. County shall promptly notify the Owner of any claim, action, or proceeding. County will further cooperate in the defense of the action.

    An agreement on a form approved by Mariposa County Counsel shall be executed within twenty (20) working days of the date of project action. Non-compliance with this condition may result in revocation of project approval by the County.

    (Planning Department Recommendation)

29. Construction activities occurring outdoors shall not commence prior to the hours of 7:00 a.m. Monday through Friday, and 8:00 a.m. on Saturdays. All construction activities occurring outdoors shall cease by sunset Monday through Saturday. No outdoor construction shall be permitted on Sundays. The Planning Department shall monitor noise through complaints by the neighbors. Any deviations from the construction hours shall require Planning Department consideration and approval prior to any changes to the hours other than allowed by this condition.

    (Planning Department Recommendation)

30. Prior to issuance of permits, all fees associated with the County's processing of the project and filing of associated CEQA documents (applicable to the conditional use permit) shall be paid. The Department of Fish and Wildlife CEQA filing fee ($2,968.75 as of January 1, 2025) and County Clerk fee ($50 as of January 1, 2025) shall be paid by the applicant within five (5) working days of the approval of the application because if the fee is not paid within 5 working days, and the Notice of Determination is not filed with the County Clerk prior to close of business on the 5th day after the project final approval, the environmental determination is not operative, vested, or final. (Section 21089(b) Public Resources Code).

    The County Clerk requires that one check be submitted to cover both of these fees, for a total of $3,018.75 **(**effective January 1, 2025), and that it be in the form of a cashier's check or money order payable to "Mariposa County;" The County Clerk will not accept a personal check for these fees. Submit the check to Mariposa County Planning Department who will file this fee and other required documents with the County Clerk. NOTE: The filing fees are adjusted annually, effective January 1st of each year, pursuant to Fish and Game Code.

(State Fish and Wildlife Code)

Mitigation Measures:

31. If removal of buildings or trees is to occur between April 1 and September 30 (general maternity bat roost season) of any given year, within 30 days prior to their removal, a qualified biologist shall survey the building and trees to be removed for roosting pallid and western red bats. Survey protocol shall include a search for individuals, guano, and staining and listening for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites. If bats are not observed to be roosting or breeding, no further action is required and building and tree removal can proceed. If a non-breeding pallid or western red colony is detected during pre-removal surveys, the individuals shall be humanely evicted under the direction of a qualified biologist to ensure that no harm or "take"of any bats occurs during project construction. If a maternity colony is detected during pre-removal surveys, the qualified biologist shall identify a suitable disturbance-free buffer around the colony. The buffer shall remain in place until the biologist determines that the nursery is no longer active. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of demolition, construction or grading activities and throughout the construction process.

(Mitigation Measure 4.a.1. [*Mitigation measure nos. are as they are shown in the Initial Study and additional project documentation*])

32. Prior to commencement of demolition, construction or grading activities on the project site from February 1 – August 31 (nesting season) in any year, a qualified biologist shall conduct a pre-construction survey for active raptor and migratory bird nests. The survey shall occur within seven (7) days of the onset of demolition, construction or grading activities. Nest surveys shall include all areas on and within 250 feet (500 feet for raptors) within the project site. (The survey can be direct observation from within the project site onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey.) Should any active nests be discovered in or near the proposed construction zones, the qualified biologist shall identify a suitable construction-free buffer around the nest within the project site. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged. (This measure shall not apply to neighboring properties without the expressed oral or written consent of neighboring property owners.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to issuance of permits for demolition, construction or grading activities and throughout the construction process.

(Mitigation Measure 4.d.1)

33. Prior to commencement of construction or grading activities within the Caltrans (State Route 49) right-of-way between February 1 – September 30 in any given year, a qualified biologist shall conduct a pre-construction survey for suitable nesting bird habitat. The survey shall occur within seven (7) days of the onset of construction or grading activities. (The survey can be direct observation from within the right-of-way onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey. This consent requirement shall not apply to the

proposed project site.) Should any active nests be discovered in or near the proposed construction area, the qualified biologist shall identify a suitable construction-free buffer within the right-of-way and on the project site around the nest per California Department of Fish and Wildlife guidelines. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged and until authorized by Caltrans District 10 Environmental Office. (This measure shall not apply to neighboring properties adjacent to the Caltrans right-of-way without the expressed oral or written consent of neighboring property owners. This consent requirement shall not apply to the proposed project site.) Results of the pre-construction survey and a statement regarding implementation of any mitigation measures shall be provided to the Caltrans District 10 Environmental Office prior to the start of construction within the right-of-way. The Planning Department shall also be provided a copy of the results of any survey and required mitigation for impacts within the Caltrans right-of-way.

(Mitigation Measure 4.d.2)

34. In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty (50) feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.

(Mitigation Measure 5.a.1)

Exhibit 3
Mitigation Monitoring Program for Conditional Use Permit Application No. 2024-101

Mitigation Measure No.	Mitigation Measure	Mitigation Monitoring
4.a.1	*If removal of buildings or trees is to occur between April 1 and September 30 (general maternity bat roost season) of any given year, within 30 days prior to their removal, a qualified biologist shall survey the building and trees to be removed for roosting pallid and western red bats. Survey protocol shall include a search for individuals, guano, and staining and listening for bat vocalizations. If necessary, the biologist will wait for nighttime emergence of bats from roost sites. If bats are not observed to be roosting or breeding, no further action is required and building and tree removal can proceed. If a non-breeding pallid or western red colony is detected during pre-removal surveys, the individuals shall be humanely evicted under the direction of a qualified biologist to ensure that no harm or "take"of any bats occurs during project construction. If a maternity colony is detected during pre-removal surveys, the qualified biologist shall identify a suitable disturbance-free buffer around the colony. The buffer shall remain in place until the biologist determines that the nursery is no longer active. The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to initiation of demolition, construction or grading activities and throughout the construction process.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.
4.d.1	*Prior to commencement of demolition, construction or grading activities on the project site from February 1 – August 31 (nesting season) in any year, a qualified biologist shall conduct a pre-construction survey for active raptor and migratory bird nests. The survey shall occur within seven (7) days of the onset of demolition, construction or grading activities. Nest surveys shall include all areas on and within 250 feet (500 feet for raptors) within the project site. (The survey can be direct observation from within the project site onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey.) Should any active nests be discovered in or near the proposed construction zones, the qualified biologist shall identify a suitable construction-free buffer around the nest within the project site. This buffer shall be identified on the ground by*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged. (This measure shall not apply to neighboring properties without the expressed oral or written consent of neighboring property owners.) The Planning Department shall be provided a copy of the results of any survey conducted and evidence that any required mitigation measures have been implemented prior to issuance of permits for demolition, construction or grading activities and throughout the construction process.	
4.d.2	*Prior to commencement of construction or grading activities within the Caltrans (State Route 49) right-of-way between February 1 – September 30 in any given year, a qualified biologist shall conduct a pre-construction survey for suitable nesting bird habitat. The survey shall occur within seven (7) days of the onset of construction or grading activities. (The survey can be direct observation from within the right-of-way onto neighboring properties within the observation range unless a neighboring property owner provides written or oral consent for the biologist to enter their property for the conduct of a survey. This consent requirement shall not apply to the proposed project site.) Should any active nests be discovered in or near the proposed construction area, the qualified biologist shall identify a suitable construction-free buffer within the right-of-way and on the project site around the nest per California Department of Fish and Wildlife guidelines. This buffer shall be identified on the ground by flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged and until authorized by Caltrans District 10 Environmental Office. (This measure shall not apply to neighboring properties adjacent to the Caltrans right-of-way without the expressed oral or written consent of neighboring property owners. This consent requirement shall not apply to the proposed project site.) Results of the pre-construction survey and a statement regarding implementation of any mitigation measures shall be provided to the Caltrans District 10 Environmental Office prior to the start of construction within the right-of-way. The Planning Department shall also be provided a copy of the results of any survey and required mitigation for impacts within the Caltrans right-of-way.*	This mitigation measure will be monitored by through the project construction permitting process.
5.a.1	*In the event human remains, artifacts, or potentially significant cultural resources are discovered during ground disturbance on the project site, a Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement the project, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all*	The project applicant or his on-site designee shall be responsible for ensuring compliance with this mitigation and the Mariposa County Planning Department will monitor the measure

	work activity within fifty (50) feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty (50) feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the project applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, NAHC guidelines for the treatment and disposition of the remains shall be adhered to. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.	through the project construction permitting process.

General Plan/Area Plan Amendment (GP/AP) Application No. 2024-100; Conditional Use Permit Application No. 2024-101; Major Design Review Application No. 2024-102

Board of Supervisors Meeting May 6, 2025

Project Consideration and Action

Applicant: Topos Ventures, LLC

Project Background

- The project site is located at 10407 Highway 49, Coulterville, CA, 95311
- The Assessor's Parcel Number for the 3.49±-acre parcel is 002-220-001.

- General Plan Land Use - Planning Area-Coulterville
- Zoning - Split
- Highway Service Commercial (HSC) classification
- SFR ½ acre.
- Former Yosemite Gold Country Inn & Campground

Mariposa County Planning Department
Project Vicinity Map

PROJECT TYPE: GENERAL PLAN ZONE AMENDMENT 2024-100

APPLICANT: TOPOS VENTURES, LLC

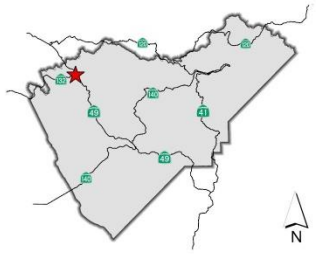
APN: 002-220-001-000

SITE ADDRESS: 10407 CA 49, COULTERVILLE, CALIFORNIA 95311

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Map Date: Tuesday, August 13, 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

S:\Admin\Projects\2024\General Plan Zone Amendment 2024-100\General Plan Zone Amendment 2024-100.aprx

YOSEMITE
LODGE
&
CAMPGROUND
10407

YOSEMITE
LODGE
CAMPGROUND

Process –Applications and Actions

- Based on the proposed project a General Plan/Area Plan Amendment, Conditional Use Permit and Design Review are required
- CPAC recommendation of Approval to the PC occurred - March 26, 2024
- Planning Commission Recommendation of Approval on April 4, 2024
- Board of Supervisors – Final Action May 6, 2024

Project Background

- In order to implement the Special Occupancy Park project, the approximately one-third of the project site currently classified as Single-Family Residential (SFR) 2½ acres would need to be reclassified to the Highway Service Commercial (HSC) classification, thereby making the entire site Highway Service Commercial.

- Reclassification of a portion of the project site will require a general plan amendment since the Coulterville Town Plan is included in Volume II of the county's General Plan; therefore, any change to that Plan is an amendment to the General Plan.

- The text and land use map contained in the Coulterville Town Planning Area Town Plan are in conflict regarding the name of this classification. The text refers to the classification as "Rural Residential" and the land use map identifies the classification as "Single Family Residential 2.5 acres." It is the map that is proposed for amendment, so the term Single Family Residential" is used to describe the amendment.

Project Description

- Demolish and remove the motel building, office/reception/manager's residence (AKA "Lodge"), laundry building, shop building, bathroom/shower building, mobile homes, cabin shells, and other unusable remnants of the former motel/HCD Special Occupancy Park.
- Decommission private water supply well in favor (and continued use) of municipal public water service.

Project Description

- Reorganize the park layout to accommodate 25 RV pad sites. *Twenty-five Recreational Vehicle Industry Association (RVIA) and Housing and Community Development Department RVs (park models) will be docked at each pad and continuously hooked up; No transient RV spaces would be offered for rental.*

- RV pads would be compacted gravel and would be “full hookup” with 50-amp electric pedestals, potable water supply, and 3” sewer cleanout connections.

- One (1) mobile home site will be reserved for workforce housing of no more than two (2) employees.

Project Description

- Two (2) 250 sq. ft. enclosed and conditioned structures for communal gathering.
- 250 sq. ft. check-in building with “camp store” and ½ bathroom complete with electrical, water and sewer connections.
- 200 sq. ft. electric sauna and cold-plunge tank
- 800 sq. ft. pavilion for gatherings.
- Two (2) 120 sq. ft. nature viewing decks.
- 240 sq. ft. bathhouse with toilets, showers and sinks for guests.

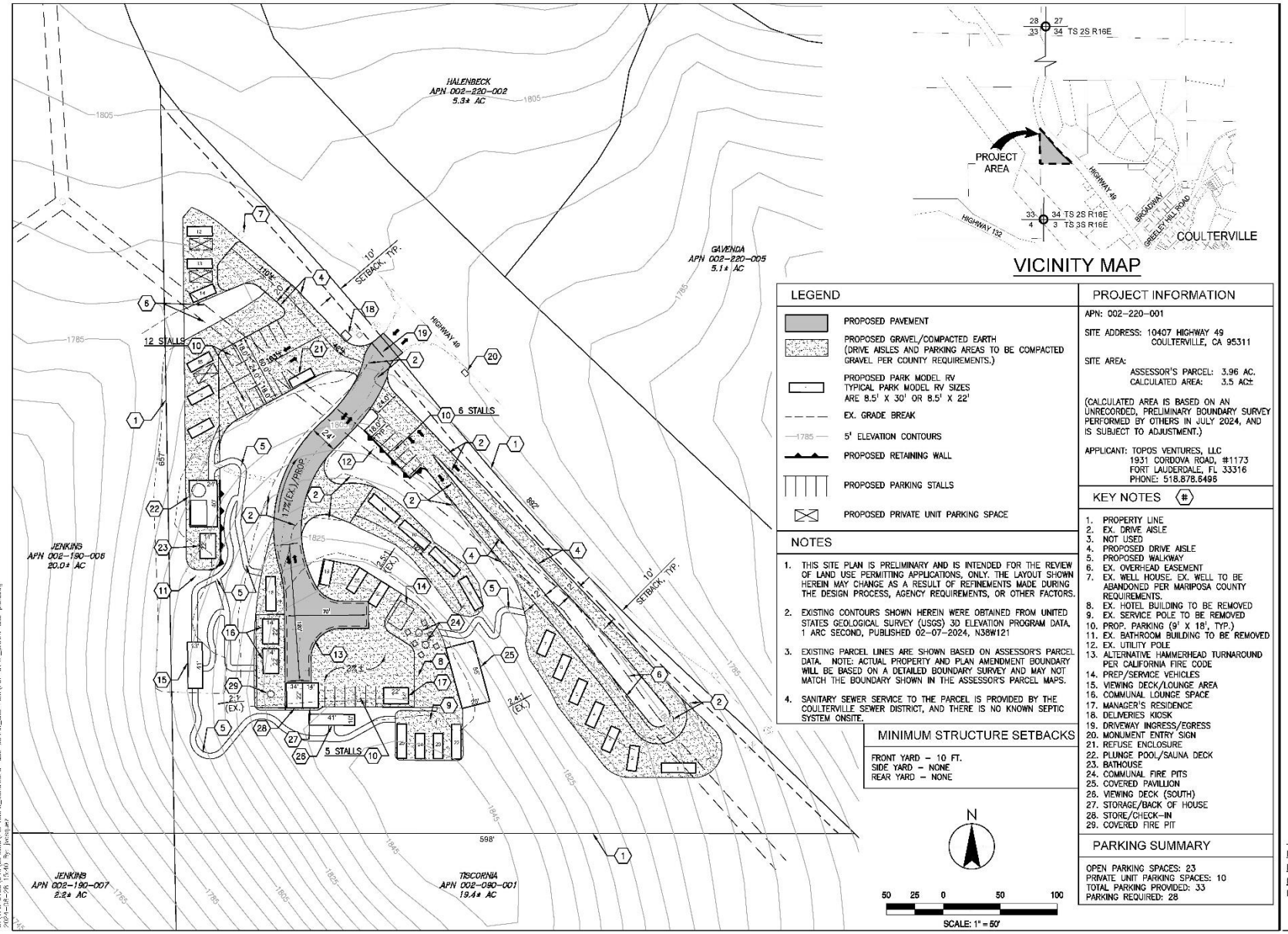
Project Description

- Space for 33 parking stalls
- New signage, landscaping and lighting meeting Coulterville Town Planning Area design standards.
- Underground domestic water, sewer collection, and electric throughout the site will feature code compliant design and construction material standards.
- Ensure compliance with all applicable statutes, regulations and standards.

Project Description - Uses

Water and sewer service would be provided by the Coulterville Municipal Services District, a dependent district operated by Mariposa County.

The project will be permitted as a Special Occupancy Park by the California Housing and Community Development Department. A Special Occupancy Park is defined in Section 18862.43 of the State Health and Safety Code as a recreational vehicle park, temporary recreational vehicle park, incidental camping area, or tent camp. The structures to be rented on a short-term basis are “park models” which are defined as recreational vehicles.



VICINITY MAP

LEGEND

- PROPOSED PAVEMENT
- PROPOSED GRAVEL/COMPACTED EARTH (DRIVE AISLES AND PARKING AREAS TO BE COMPACTED GRAVEL PER COUNTY REQUIREMENTS.)
- PROPOSED PARK MODEL RV TYPICAL PARK MODEL RV SIZES ARE 8.5' X 30' OR 8.5' X 22'
- EX. GRADE BREAK
- 1785 5' ELEVATION CONTOURS
- PROPOSED RETAINING WALL
- PROPOSED PARKING STALLS
- PROPOSED PRIVATE UNIT PARKING SPACE

NOTES

1. THIS SITE PLAN IS PRELIMINARY AND IS INTENDED FOR THE REVIEW OF LAND USE PERMITTING APPLICATIONS, ONLY. THE LAYOUT SHOWN HEREIN MAY CHANGE AS A RESULT OF REFINEMENTS MADE DURING THE DESIGN PROCESS, AGENCY REQUIREMENTS, OR OTHER FACTORS.
2. EXISTING CONTOURS SHOWN HEREIN WERE OBTAINED FROM UNITED STATES GEOLOGICAL SURVEY (USGS) 3D ELEVATION PROGRAM DATA, 1 ARC SECOND, PUBLISHED 02-07-2024, N38W121
3. EXISTING PARCEL LINES ARE SHOWN BASED ON ASSESSOR'S PARCEL DATA. NOTE: ACTUAL PROPERTY AND PLAN AMENDMENT BOUNDARY WILL BE BASED ON A DETAILED BOUNDARY SURVEY AND MAY NOT MATCH THE BOUNDARY SHOWN IN THE ASSESSOR'S PARCEL MAPS.
4. SANITARY SEWER SERVICE TO THE PARCEL IS PROVIDED BY THE COULTERVILLE SEWER DISTRICT, AND THERE IS NO KNOWN SEPTIC SYSTEM ONSITE.

MINIMUM STRUCTURE SETBACKS

FRONT YARD – 10 FT.
SIDE YARD – NONE
REAR YARD – NONE

N

50 25 0 50 100

SCALE: 1" = 50'

PROJECT INFORMATION

APN: 002-220-001

SITE ADDRESS: 10407 HIGHWAY 49
COULTERVILLE, CA 95311

SITE AREA:
ASSESSOR'S PARCEL: 3.96 AC.
CALCULATED AREA: 3.5 AC±

(CALCULATED AREA IS BASED ON AN UNRECORDED, PRELIMINARY BOUNDARY SURVEY PERFORMED BY OTHERS IN JULY 2024, AND IS SUBJECT TO ADJUSTMENT.)

APPLICANT: TOPOS VENTURES, LLC
1931 CORDOVA ROAD, #1173
FORT LAUDERDALE, FL 33316
PHONE: 518.878.6495

KEY NOTES (#)

1. PROPERTY LINE
2. EX. DRIVE AISLE
3. NOT USED
4. PROPOSED DRIVE AISLE
5. PROPOSED WALKWAY
6. EX. OVERHEAD EASEMENT
7. EX. WELL HOUSE. EX. WELL TO BE ABANDONED PER MARIPOSA COUNTY REQUIREMENTS.
8. EX. HOTEL BUILDING TO BE REMOVED
9. EX. SERVICE POLE TO BE REMOVED
10. PROP. PARKING (9' X 18', TYP.)
11. EX. BATHROOM BUILDING TO BE REMOVED
12. EX. UTILITY POLE
13. ALTERNATIVE HAMMERHEAD TURNAROUND PER CALIFORNIA FIRE CODE
14. PREP/SERVICE VEHICLES
15. VIEWING DECK/LOUNGE AREA
16. COMMUNAL LOUNGE SPACE
17. MANAGER'S RESIDENCE
18. DELIVERIES KIOSK
19. DRIVEWAY INGRESS/EGRESS
20. MONUMENT ENTRY SIGN
21. REFUSE ENCLOSURE
22. PLUNGE POOL/SAUNA DECK
23. BATHOUSE
24. COMMUNAL FIRE PITS
25. COVERED PAVILLION
26. VIEWING DECK (SOUTH)
27. STORAGE/BACK OF HOUSE
28. STORE/CHECK-IN
29. COVERED FIRE PIT

PARKING SUMMARY

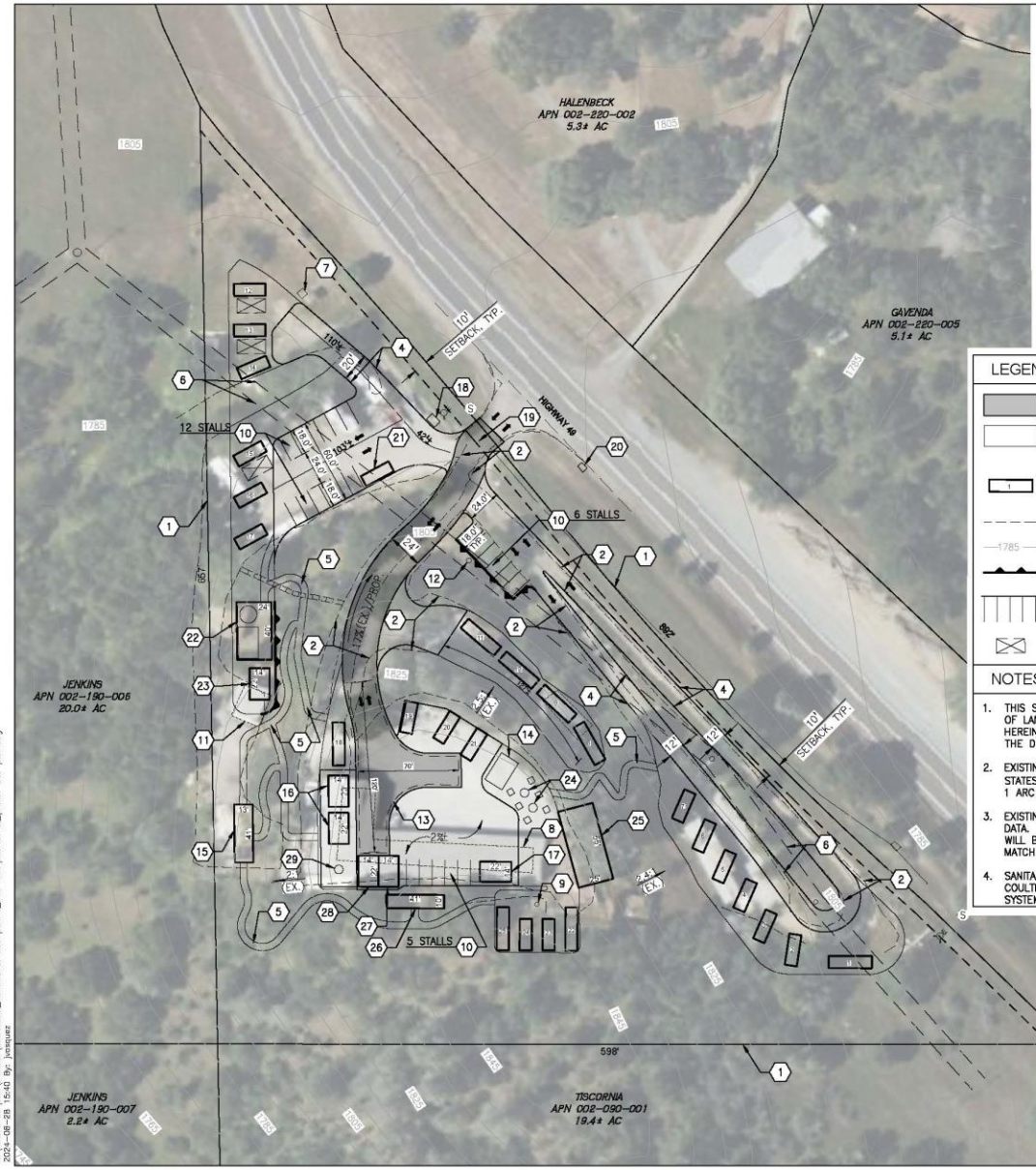
OPEN PARKING SPACES: 23
PRIVATE UNIT PARKING SPACES: 10
TOTAL PARKING PROVIDED: 33
PARKING REQUIRED: 28

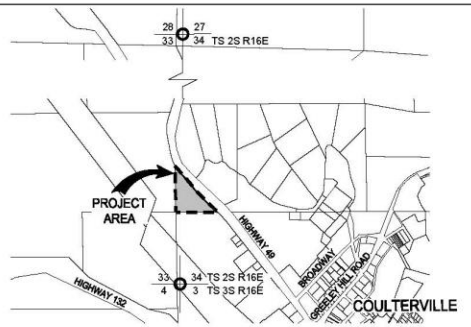
CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4478

TOPOS VENTURES, LLC.
OFFSITE AT YOSEMITE
COULTERVILLE, CALIFORNIA

CONDITIONAL USE PERMIT SITE PLAN

PROJECT #: 1284-0100
DRAWN BY: JVP
DATE: 08/21/2024
DRAWING NO.
1 OF 1





VICINITY MAP

LEGEND

- PROPOSED PAVEMENT
- PROPOSED GRAVEL/COMPACTED EARTH (DRIVE AISLES AND PARKING AREAS TO BE COMPACTED GRAVEL PER COUNTY REQUIREMENTS.)
- PROPOSED PARK MODEL RV TYPICAL PARK MODEL RV SIZES ARE 8.5' X 30' OR 8.5' X 22'
- EX. GRADE BREAK
- 1785 — 5' ELEVATION CONTOURS
- PROPOSED RETAINING WALL
- PROPOSED PARKING STALLS
- PROPOSED PRIVATE UNIT PARKING SPACE

NOTES

1. THIS SITE PLAN IS PRELIMINARY AND IS INTENDED FOR THE REVIEW OF LAND USE PERMITTING APPLICATIONS, ONLY. THE LAYOUT SHOWN HEREIN MAY CHANGE AS A RESULT OF REFINEMENTS MADE DURING THE DESIGN PROCESS, AGENCY REQUIREMENTS, OR OTHER FACTORS.
2. EXISTING CONTOURS SHOWN HEREIN WERE OBTAINED FROM UNITED STATES GEOLOGICAL SURVEY (USGS) 3D ELEVATION PROGRAM DATA, 1 ARC SECOND, PUBLISHED 02-07-2024, N38W121
3. EXISTING PARCEL LINES ARE SHOWN BASED ON ASSESSOR'S PARCEL DATA. NOTE: ACTUAL PROPERTY AND PLAN AMENDMENT BOUNDARY WILL BE BASED ON A DETAILED BOUNDARY SURVEY AND MAY NOT MATCH THE BOUNDARY SHOWN IN THE ASSESSOR'S PARCEL MAPS.
4. SANITARY SEWER SERVICE TO THE PARCEL IS PROVIDED BY THE COULTERVILLE SEWER DISTRICT, AND THERE IS NO KNOWN SEPTIC SYSTEM ONSITE.

MINIMUM STRUCTURE SETBACKS

FRONT YARD – 10 FT.
SIDE YARD – NONE
REAR YARD – NONE

N

50 25 0 50 100

SCALE: 1" = 50'

PROJECT INFORMATION

APN: 002-220-001

SITE ADDRESS: 10407 HIGHWAY 49
COULTERVILLE, CA 95311

SITE AREA:
ASSESSOR'S PARCEL: 3.96 AC.
CALCULATED AREA: 3.5 AC±

(CALCULATED AREA IS BASED ON AN UNRECORDED, PRELIMINARY BOUNDARY SURVEY PERFORMED BY OTHERS IN JULY 2024, AND IS SUBJECT TO ADJUSTMENT.)

APPLICANT: TOPOS VENTURES, LLC
1931 CORDOVA ROAD, #1173
FORT LAUDERDALE, FL 33316
PHONE: 518.878.6496

KEY NOTES (#)

1. PROPERTY LINE
2. EX. DRIVE AISLE
3. NOT USED
4. PROPOSED DRIVE AISLE
5. PROPOSED WALKWAY
6. EX. OVERHEAD EASEMENT
7. EX. WELL HOUSE. EX. WELL TO BE ABANDONED PER MARIPOSA COUNTY REQUIREMENTS.
8. EX. HOTEL BUILDING TO BE REMOVED
9. EX. SERVICE POLE TO BE REMOVED
10. PROP. PARKING (9' X 18', TYP.)
11. EX. BATHROOM BUILDING TO BE REMOVED
12. EX. UTILITY POLE
13. ALTERNATIVE HAMMERHEAD TURNAROUND PER CALIFORNIA FIRE CODE
14. PREP/SERVICE VEHICLES
15. VIEWING DECK/LOUNGE AREA
16. COMMUNAL LOUNGE SPACE
17. MANAGER'S RESIDENCE
18. DELIVERIES KIOSK
19. DRIVEWAY INGRESS/EGRESS
20. MONUMENT ENTRY SIGN
21. REFUSE ENCLOSURE
22. PLUNGE POOL/SAUNA DECK
23. BATHOUSE
24. COMMUNAL FIRE PITS
25. COVERED PAVILLION
26. VIEWING DECK (SOUTH)
27. STORAGE/BACK OF HOUSE
28. STORE/CHECK-IN
29. COVERED FIRE PIT

PARKING SUMMARY

OPEN PARKING SPACES: 23
PRIVATE UNIT PARKING SPACES: 10
TOTAL PARKING PROVIDED: 33
PARKING REQUIRED: 28

CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4478

TOPOS VENTURES, LLC.

OFFSITE AT YOSEMITE

COULTERVILLE, CALIFORNIA

CONDITIONAL USE PERMIT SITE PLAN

PROJECT #: 1284-0100
DRAWN BY: JVP
DATE: 08/21/2024
DRAWING NO.
1 OF 1

W:\1284\100\civil\exhibits\20240828_conditional-use-permit_site Plan\20240712_prelim-site-plan.dwg
2024-08-28 15:40 By: jvasquez

Project Description -

- To avoid redundancies in the packet
- This slide includes a link to the Staff Report for additional details and related project files
- Staff Report was included in the Agenda Packet:

- Link to staff report

Project Evaluation – Agency Review

Departments and agencies involved in the review conducted the evaluation pursuant to the approved Project and its conditions of approval, and/or mitigation measures as required:

- California Department of Fish and Wildlife
- CALTRANS
- Mariposa County Public Works Department
- CALFIRE
- Mariposa County Fire Department
- Mariposa County Building Department
- Mariposa County Health and Human Services Agency, Public Health, Environmental Health Unit
- Mariposa County Planning Department
- California Water Resources Control Board Department of Drinking Water
- Southern Sierra Miwuk Nation

Project-Environmental Review

The project was evaluated pursuant to CEQA. An Initial Study and Mitigated Negative Declaration were prepared.

- Land Use and Forest Resources
- Biological Resources
- Cultural Resources
- Transportation and Circulation
- Air Quality
- Greenhouse Gas Emissions
- Noise
- Geology, Soils, and Seismicity
- Hydrology and Water Quality
- Utilities/Public Services
- Hazards and Hazardous Materials
- Visual Resources
- Cumulative Impacts

Project-Environmental Review

- Mitigation Measures are proposed
  - Biological Resources
  - Cultural Resources
- **CEQA Document Reference SCH No. 2025030958**
- General Plan/Area Plan Amendment Application No. 2024-100/Conditional Use Permit Application No. 2024-101; and Major Design Review Application No. 2024-102

Public Commenting

- Commenting on the Initial Study commenced on **March 20, 2025** and continued until 5:00 p.m. on **April 21, 2025**.
- Comments on the project actions may be made on or before:
- Planning Commission Consideration April 4, 2025- Recommendation to the Board of Supervisors Recommended Approval to the Board
- Board Consideration and Action May 6, 2025

Public Comments

- Discussions/Comments occurred at the Coulterville Planning Advisory Committee Meeting of March 26, 2025.
- Staff included a summary and staff responses in the staff report.

Public Comments

- Three comments were received prior to the publication of the Board Staff Report:
- 1. Danielle Bradshaw
- 2. DTSC
- 3. CALTRANS
- Comments and staff responses were included in the staff report

YOSEMITE
LODGE
&
CAMPGROUND
10407

Conclusion and Recommendation

The Planning Commission recommended the Board:

A. Adopt a resolution adopting a Mitigated Negative Declaration and approving General Plan/Area Plan Amendment Application No. 2024-100; Conditional Use Permit Application No. 2024-101 and Major Design Review Application No. 2024-102 with findings, conditions, mitigation measures, and mitigation monitoring program, and

B. Adopt an ordinance amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to change the Single Family Residential 2.5-acre land use classification within APN 002-220-001 to the Highway Service Commercial classification pursuant to General Plan/Area Plan Amendment Application No. 2024-100; and

C. Adopt an ordinance amending the text of Section VI(A)(1) of the Coulterville Town Plan to add Special Occupancy Parks as defined in the State Health and Safety Code as conditional uses in the Highway Service Commercial land use classification pursuant to General Plan/Area Plan Amendment Application No. 2024-100.

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Waive the First Reading and Introduce an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

This ordinance is required in order to amended land use diagram in the Coulterville Town Planning Area Town Plan, pursuant to General Plan Zoning Amendment 2024-100. Applicant, Topos Ventures LLC, Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001. Item ID XX.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No action on this item has occurred to date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Continue the ordinance request which would delay the project.
Denial would require staff to prepare findings for denial and return to the Board.

FINANCIAL IMPACT

None. No budget action is a part of this request. Also, project applicant is responsible for costs.

ATTACHMENTS

1. **ORDINANCE Land Use Diagram**
2. **Draft Summary Ordinance MAP Item 2270**

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

(Not to be codified)

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING THE LAND USE DIAGRAM IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN

WHEREAS, an application for a General Plan/Area Plan Amendment application was received on the 7th day of August 2024 from Topos Ventures LLC to reclassify roughly one third of a 3.49±-acre parcel located at 10407 Highway 49 in Coulterville, CA (APN 002-220-001), within the Coulterville Town Planning Area Town Plan boundaries from the Single Family Residential 2½ acre classification to the Highway Service Commercial classification; and

WHEREAS, the Planning Commission held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 4th day of April, 2025 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 6th day of May 2025 in accordance with State law and County Code; and

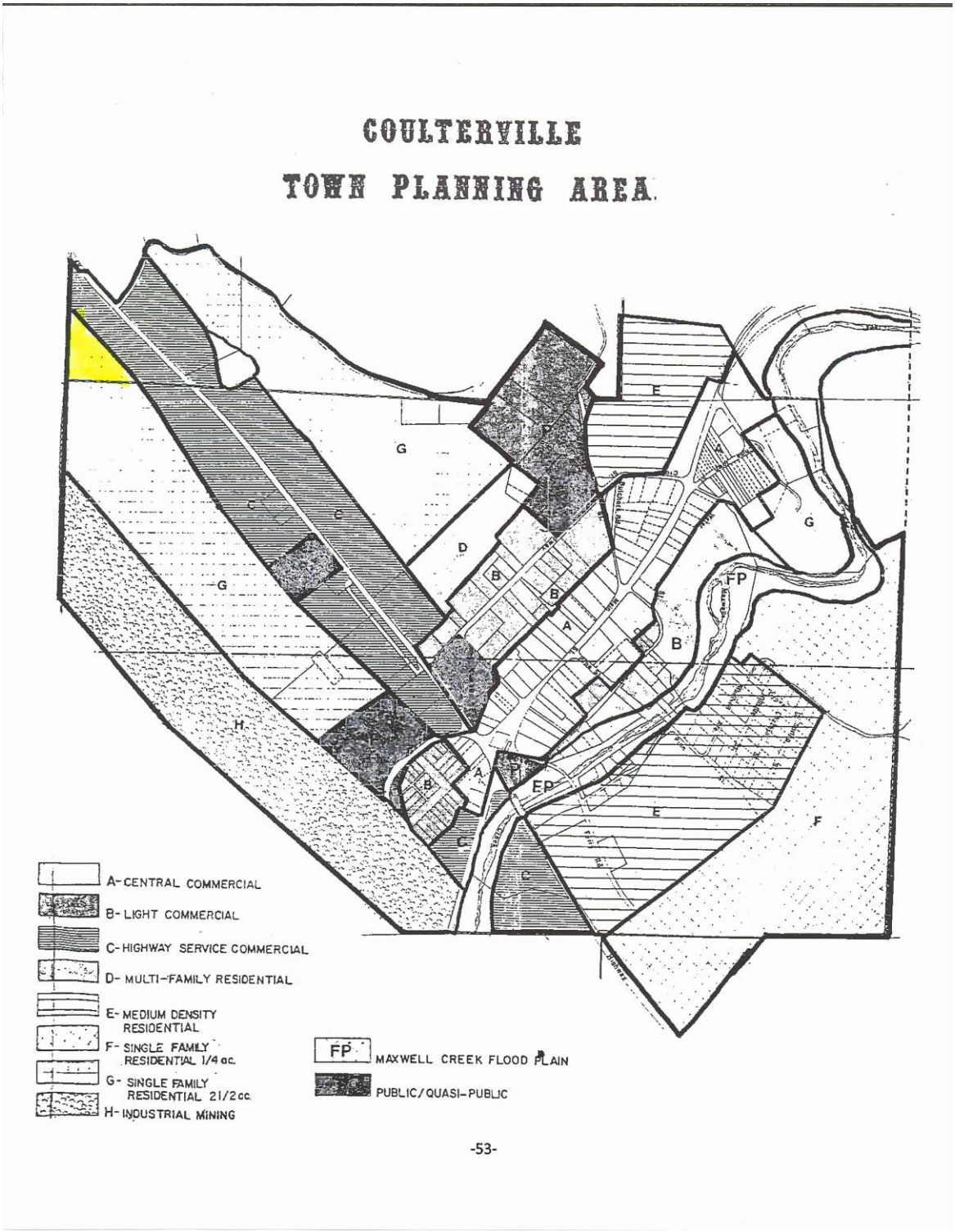
WHEREAS, A Mitigated Negative Declaration was adopted in accordance with the California Environmental Quality Act (CEQA) and a Notice of Determination has been filed for the project.

NOW THEREFORE BE IT ORDAINED, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, does hereby ordain as follows:

Section I: the Land Use Diagram contained in the Coulterville Town Planning Area Town Plan is amended to reclassify roughly one third of APN 002-220-001 to the Highway Service Commercial land use classification as follows:

Current Coulterville Town Planning Area Land Use Diagram

(Portion of Project Site to be Reclassified shown in Yellow Highlight)



-53-

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Walter W. Wall
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE AMENDING THE LAND USE DIAGRAM IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN BY CHANGING THE LAND USE CLASSIFICATION ON THE PORTION OF APN 002-220-001 CURRENTLY CLASSIFIED SINGLE FAMILY RESIDENTIAL 2.5 ACRES TO THE HIGHWAY SERVICE COMMERCIAL LAND USE CLASSIFICATION

Notice is hereby given that on Tuesday, May 20, 2025, at 9:00 a.m**.** or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to amend the land use diagram in the Coulterville Town Planning Area Town Plan by changing the land use classification on the portion of APN 002-220-001 currently classified Single Family Residential 2.5 acres to the Highway Service Commercial land use classification as follows:

SECTION I: The Land Use Diagram contained in the Coulterville Town Planning Area Town Plan is amended to reclassify roughly one third of APN 002-220-001 to the Highway Service Commercial land use classification as shown on the map.

The purpose and intent of the reclassification is to place the entire 3.49± acre parcel in the Highway Service Commercial land use classification to allow for the development of a Special Occupancy Park on the parcel.

A certified copy of the full map of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

DANIELLE BONDSHU
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Waive the First Reading and Introduce an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001.

This ordinance is required to amend the text of Section VI(A)(1) of the Coulterville Town Plan to add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional uses in the Highway Service Commercial Land use Classification pursuant to General Plan Zoning Amendment 2024-100. Applicant, Topos Ventures LLC, Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001. Item ID XX.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No past Board action on this ordinance has occurred.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and continue the ordinance item which would delay the project. Denial would require staff to prepare findings for denial and return to the Board.

FINANCIAL IMPACT

None. No budget action is a part of this request. Also, costs are born by the project applicant.

ATTACHMENTS

1. ORDINANCE

2. #2275-Draft Summary Ordinance TEXT

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 II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

(Not to be codified)

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING TEXT IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN

WHEREAS, an application for a General Plan/Area Plan Amendment application was received on the 7th day of August 2024 from Topos Ventures LLC to add Special Occupancy Parks as defined in the State Health and Safety Code as conditional uses in the Highway Service Commercial land use classification in the Coulterville Town Planning Area Town Plan; and

WHEREAS, the Planning Commission held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 4th day of April, 2025 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 6th day of May 2025 in accordance with State law and County Code; and

WHEREAS, A Mitigated Negative Declaration was adopted in accordance with the California Environmental Quality Act (CEQA) and a Notice of Determination has been filed for the project.

NOW THEREFORE BE IT ORDAINED, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, does hereby ordain as follows:

Section I: Section VI(A)(1) – *Highway Service Commercial* of the Coulterville Town Planning Area Town Plan is amended as follows:

(Additions shown in *italicized and underlined* type; deletions shown in ~~double strikethrough.~~):

Highway Service Commercial:

Permitted Uses:

a. One single-family dwelling per parcel
b. Accessory buildings pertinent to the permitted uses.

Conditional Uses:

Within the Highway Commercial District the following uses subject to securing a use permit in each Case:

a. Dwellings and dwelling groups subject to the building area: lot width and yard requirements specified for medium density residential districts.
b. Hotels, Motels, Clubs, Lodge Halls, Hospitals, Sanitariums, ~~and~~ Clinics *and Special Occupancy Parks as defined in the California Health and Safety Code*.
c. Retail stores and shops of a highway commercial service character and conducted within a building, including restaurants and cafes , drive-in restaurants, refreshment stands, gift or curio shops, antique stores, bars or cocktail lounges, food stores and other uses which are of a similar character to those enumerated and will not be detrimental or obnoxious to the neighborhood in which they are located.
d. Outdoor advertising signs.
e. Public and quasi-public uses, including churches.
f. Service Stations.

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 II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Walter W. Wall, County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE ADDING SPECIAL OCCUPANCY PARKS AS CONDITIONAL USES IN THE HIGHWAY SERVICE COMMERCIAL LAND USE CLASSIFICATION IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN

Notice is hereby given that on Tuesday, May 20, 2025, at 9:00 a.m. or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance to amend Section VI(A)(1) of Coulterville Town Planning Area Town Plan by adding Special Occupancy Parks as conditional uses in the *Highway Service Commercial* land use classification as follows:

SECTION I: Section VI(A)(1) – *Highway Service Commercial* of the Coulterville Town Planning Area Town Plan is amended as follows:

(Additions shown in *italicized and underlined* type; deletions shown in ~~double strikethrough.~~):

Highway Service Commercial:

Permitted Uses:

a. One single-family dwelling per parcel
b. Accessory buildings pertinent to the permitted uses.

Conditional Uses:

Within the Highway Commercial District the following uses subject to securing a use permit in each Case:

a. Dwellings and dwelling groups subject to the building area: lot width and yard requirements specified for medium density residential districts.
b. Hotels, Motels, Clubs, Lodge Halls, Hospitals, Sanitariums, ~~and~~ Clinics *and Special Occupancy Parks as defined in the California Health and Safety Code*.
c. Retail stores and shops of a highway commercial service character and conducted within a building, including restaurants and cafes, drive-in restaurants, refreshment stands, gift or curio shops, antique stores, bars or cocktail lounges, food stores and other uses which are of a similar character to those enumerated and will not be detrimental or obnoxious to the neighborhood in which they are located.
d. Outdoor advertising signs.
e. Public and quasi-public uses, including churches.
f. Service Stations.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

DANIELLE BONDSHU
Clerk of the Board