Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
NOVEMBER 21, 2023

A. 9:01 AM Called to Order

Chair Menetrey called the meeting to order, noting Supervisor Smallcombe was excused.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted the items that require a 4/5th vote. He announced that CA. 17 had been withdrawn and CA. 15 and CA. 16 were pulled and will be taken up after the J.3 presentation item.

Ben Goger/Senior Planner, commented on CA. 11, noting he is happy to see the county apply for LITECH money. He also commented on CA. 14 noting this item is to help in developing the housing trust fund, he is excited to have Standford as an assistant.

RESULT: **Adopted**

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve the Assignment of Registration Rights for Solar Panel Credit Purposes to SiteLogIQ, Inc.; and Authorize the Board of Supervisors Chair to Sign the Assignment

CA3. **Agricultural Commissioner**

Approve the Nursery Inspection Program Cooperative Agreement No. 23-0456-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Auditor**

Authorize the Auditor Controller to Make Necessary Accounting Entries to Accurately Report Expenses and Revenue in the Appropriate Fiscal Year and Adjust Appropriations as Necessary as Approved by the County Administrator Officer

CA5. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

CA6. **Clerk of the Board**

Department Head Signed Agreements

CA7. **Clerk of the Board**

Dissolve the Connect Mariposa Advisory Committee

CA8. **Fire**

Approve a Five-Year Agreement with Priority Dispatch System in the Amount Not to Exceed $99,026.00 with an Annual Renewal Cost of $10,800 for the Licensing, Training, Implementation, and Maintenance of Priority Dispatch Corp (PDC's) Products and Services, Altogether the Medical Priority Dispatch System ("MPDS"); Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Transferring Funds within the Fire Department Budget to Cover the Agreement ($100,000)

CA9. **Health and Human Services Agency**

Rescind Resolution Number 2023-268 that Authorized the Director of Health and Human Services

Agency (HHSA) to Sign and Execute the Board and Care Pooled Authority Contracts in the Amount of $530,000 for Term of July 1, 2023 through June 30, 2024

CA10. **Health and Human Services Agency**

Move D.S. Gorder to a Vacant Position on the Membership list Filling an Unexpired Term Ending May 9, 2027; and Appoint Mary Dempsey, to the In-Home Supportive Services Advisory Committee with a Term Expiring on November 21, 2027

CA11. **Health and Human Services Agency**

Approve Agreement 24B-2021 with the Department of Community Services and Development (CSD) in the Amount of $525,000 for Energy Assistance Payments Provided through The Low Income Home Energy Assistance Program (LIHEAP); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency Budget, Recognizing Grant Funds from the California Workforce Development (WFD) Grant, in the amount of $160,000 (4/5ths Vote Required)

CA13. **Health and Human Services Agency**

Adopt the Mariposa County Commission on Aging Amended Bylaws

CA14. **Planning**

Approve an Agreement with the Board of Trustees of Leland Stanford Junior University Accepting the Stanford Impact Labs Fellowship Funds; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Fellowship Funding $50,000 (4/5ths Vote Required)

CA18. **Public Works**

Approve First Amendment with Mark Thomas Increasing the Amount by $383,578, for a New Amount Not to Exceed $807,236, for the ATP MES Connectivity Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Public Works**

Approve the Landscape Maintenance Agreement With Caltrans; and Authorize the Board of Supervisors Chair to Sign the Agreement

F. Departmental Presentation

Sheila Baker/Deputy Director of Behavioral Health, introduced Luis Garcia/Health Aid.

Monica Nielsen/Agricultural Commissioner, urged individuals that if they receive fruit from any individual over the holiday, they should bag it and take it to the landfill. She noted there are new families of Mediterranean fruit flies being discovered down south. She noted that in San Bernadino County, they trapped 500 flies, the

highest in California State History. She noted the species are native to Laos and China.

Will Fassett/Grant Analyst gave an update on current projects.

Jeremy Briese/Sheriff reported that the Sheriff Foundation teamed up with Safe Families for Operation Turkey. They provide Thanksgiving meals to those who cannot afford them. He noted it would begin that day and continue through the next day. He noted this year; they are providing sixty-eight meals. He noted he has his hat off to his staff and the non-profits who are coming together for this operation turkey.

Sam Cerveny/Deputy Director of Public Works, provided an update on road work. He noted Hotzel and a half a mile of Ernst will be paved beginning on the coming Monday, and then the contractor will move to Jerseydale Road, which should be completed by the following Friday.

Keri Kisela/Chamber of Commerce announced the ribbon cutting of "Ignite Space" scheduled for Thursday, November 30th. She noted it's a professional space above Subway, which provides day and monthly passes with conference rooms and professional space. She also noted that this year's Christmas Parade theme is "Bright Lights and Bells." She also noted the upcoming Saturday was "Shop Small Saturday" and encouraged the Board and listening public to shop local and shop mariposa.

Jonathan Farrington/Tourism Bureau noted that they are thankful for a fairly normal year, noting there were no fires or significant closures. He noted Fall visitation was up and they are wrapping up with holiday marketing. He noted the Firefall reservations were announced. He noted the Board has received the vacation guide and noted it would be given to the visitor's center and museum to sell with 100% of the proceeds going to those organizations. In response to Supervisor Toso, He noted he had seen varying conditions of the comfort stations and restrooms noting they would need to discuss the challenges with the park.

G. Public Comment on Non-Agenda Items

Jonathan Noel/Resident asked regarding the Ag Commissioners report, if he receives fruit from someone, how does he decide if it has fruit flies? He also asked how much Jerseydale Road they are paving, and which Supervisor oversees the Yosemite area.

Theresa Johnson/Resident noted she is concerned about the Hospital; she noted several members, including the Chief Financial Officer, Interim, Chief Executive Office, Director of the Skilled Nursing Facility (SNF), and the Head of Human Resources, have resigned. She noted someone called the State, and they were going to come in and shut the hospital down. She urged the Board to be aware and to attend Hospital Board meetings as this is a highly dangerous situation for our community. Chair Menetrey thanked Ms. Johnson, noting the Board and the community are concerned. In response to Supervisor Toso, Dallin Kimble/CAO noted the Hospital is an Independent Special District, but the hospital district needs to request support formally.

Marvin Wells urged everyone to remember why we have Thanksgiving and then proceeded to give Chair Menetrey a red frog.

Recess Board of Supervisors

9:39 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code 54952.3 announcement.

H. AIR POLLUTION CONTROL DISTRICT

9:40 AM Chair Menetrey called to order the Air Pollution Control District meeting.

Public Comment Period

None.

APCD Regular Agenda

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

   PUBLIC HEARING to Approve a Resolution Adopting the Mariposa County Air Pollution Control District (MCAPCD) Federal 70 Parts Per Billion (ppb) Ozone Attainment Plan

Dr. Eric Sergienko/County Health Officer gave the staff report noting an amendment to the resolution.

Public comment was received by Jonathan Noel asked if we could ask them to keep it at 75; he noted we should fight back. He asked what will happen to those who cannot afford electric cars.
Boar discussion ensued with the note that it is risky for the County to not have a plan as Environmental Groups are suing local jurisdictions.

Supervisor Forsythe moved, and Chair Menetrey seconded the item. Supervisors Poe and Toso voted no.

Further discussion ensued with Dr. Sergienko, noting if we do not have a plan, we lose funding. Chair Menetrey asked the roll to be called; Supervisors Forsythe, Menetrey, and Toso voted yes, with Supervisor Poe voting no.

AMENDED: Clerical corrections to the original resolution.

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

Adjourn APCD

10:28 AM Chair Menetrey adjourned the APCD meeting.

I. LOCAL TRANSPORTATION COMMISSION

10:28 AM Chair Forsythe called the Local Transportation Commission to order and recessed for a brief break, reconvening at 10:33 AM.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve a 2024 Regional Transportation Improvement Program (RTIP) Amendment for the Harris Road Bridge Project; and Authorize the Executive Director to Submit All Necessary Programming Documents to the California Transportation Commission and Caltrans

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

Commissioner Menetrey noted his joy to see this.

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

2. **Public Works**

Approve the First Amendment to the FY 23/24 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Amendment

Ms. Morvay-Clayton gave the staff report. No public comment.

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

Adjourn LTC

10:38 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:38 AM Chair Menetrey reconvened the meeting.

J. Regular Agenda Items

1. **Public Works**

Adopt a Countywide Snow Removal Policy

Mr. Cerveny gave the staff report.

Public comment was received by Jonathan Noel, who asked if there was a phone number for individuals who are homebound for assistance. Sheriff Briese noted Sergeant Smith/OES can give that information call the public safety line.

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

2. **Agricultural Commissioner**

Discussion and Direction on Weights and Measures Device Registration and Fees

Monica Nielsen/Ag Sealer noted she was asked to bring this back; She gave a PowerPoint presentation. No public comment. Board discussion ensued.

DIRECTION: Option Two: going through the process of writing the county ordinance to refer back to the fees in Business and Professions Code FY 24/25.

RESULT: DIRECTION GIVEN

3. **Planning**

Development Services Permitting Software Project Update

Steven Engfer/Planning Director, introduced Corrina Miranda/Senior Planner, Rachelle Ziegenfuss/Planner, I, and Sarah Hughes/Planner II, the team working on the Tyler project.

Ms. Miranda began the PowerPoint presentation. Ms. Ziegenfuss gave a live demo from a citizen/contractor's point of view. No public comment. Board discussion ensued.

RESULT: PRESENTATION HELD

4. **Sheriff's Office**

Discussion and Direction Regarding the Mariposa County Sheriff's Office Headquarters Project

Sheriff Briese gave the staff a report, thanking the Board for their time. He then introduced Jerry Avalos/Vice President, and Rob Nash/Project Director from Vanir. Mr. Nash gave the PowerPoint presentation, and Mr. Avalos gave the finance options.

Public comment was received by Jonathan Noel, who asked what the estimated amount of parking spaces for the plans was and if it could be a two-storied building. In response to Mr. Noel, Mr. Nash noted the plans were for a two story and noted there would be plenty of parking with secured parking for employees, evidence, equipment, etc.

Sheriff Briese noted the direction they are seeking is to move forward with a plan and to find a funding

source. Board discussion ensued.

DIRECTION: Direct staff to bring forward an agreement with Vanir to identify which type of funding packages are for Option V1.

RESULT: DIRECTION GIVEN

E. Items removed from Consent Agenda

CA15. **Planning**

Approve an Agreement with CADD Microsystems for the Amount of $25,089 for Bluebeam Software (to integrate with Tyler Technologies Land Management and Permitting Software project); and Authorize the Board of Supervisors Chair to Sign the Agreement

No public comment.

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

CA16. **Planning**

Approve First Amendment to Agreement with Tyler Technologies for an Environmental Health Software Module in the Amount of $274,672; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover the Cost of the Agreement ($84,688) (4/5ths Vote Required)

No public comment.

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

CA17. **Planning**

Adopt a Resolution Approving the Final Design of Three Murals to be Located at APN 002-040-002 (10313 Park Ln, Coulterville) as Part of the Working Lands, Working Artists Project

RESULT: WITHDRAWN

K. Closed Session

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

12:19 PM Chair Menetrey recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: Existing Litigation: John Riggs v. County of Mariposa, et al.; U.S. District Court, Eastern District of CA; Case No. 1:23-cv-00710-ADA-SAB

RESULT: CLOSED SESSION HELD

L. 2:00 PM Reconvene

Chair Menetrey reconvened and reported that during the closed session, information was received, and direction was given.

1. **Planning**

PUBLIC HEARING: Adopt a Resolution Adopting a Mitigated Negative Declaration and Approving General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 as Recommended by the Planning Commission with Findings, Conditions, Mitigation Measures, and Mitigation Monitoring Program. Kenneth G. and Janet M. LeBlanc, Applicants, Assessor Parcel Number 006-150-003

Steve Engfer gave the staff report with a PowerPoint presentation.

Ken LeBlanc/Owner and Founder of Yosemite Scenic Wonders, read a letter to the Board. He noted it was false that it would be a hotel and confirmed it would be employee housing. (see attached for full written comments)

Public comment was received by Jeff Hornacek/Project Manager, who noted this project has gone through three public reviews. He noted the two apartment buildings and internet café were removed as a result. He also noted water recycling technology was added. He noted that Scenic Wonders' improvements helped save the community during the Ferguson Fire. He noted this project has been out for review for three years, and they know it's well within CEQA standards.

Dave Deto/Resident since 1981 noted he has used Scenic Wonders since 1990. He noted what he has now in the form of rental supplements for his social security. He noted they are incredibly positive and ensure fire prevention measures on properties they manage. He expressed their sense of community in the sense that if there is an emergency, they are on site and there to help. He noted this project is positive and it does not affect a sensitive area. He noted a neighbor called Yosemite West a “Mountain Village” due to the community.

Lauren Hipshman(?)/Resident noted they live in the upper circle. She noted she is not against the development but has concerns about traffic and traffic accidents. She noted that it was said things were changed to mitigate traffic, but she felt that was insufficient due to the laundry and cleaning services and facilities that will be out of that building. She noted they only have 23 employees but are developing for 53, which would also increase the traffic.

Rosemarie Smallcombe/District One Supervisor (Excused) noted she has heard the frequent concerns and noted this project will help mitigate those. She noted this will reduce wastewater and water drawn from the

community facility. She urged the voting Board members to vote yes. (see attached for full written comments)

Mr. Hornaceck noted that traffic issues and mitigation of concerns have been met.

Kristina Rylands/Nature Bridge noted they are the park services' biggest provider, noting their presence for over 50 years. She noted they are honored to partner with Mr. LeBlanc to solve community issues and look forward to opening their campus. She noted they are in support of this project, noting it's a smart move for the community and a model we should all look towards.

Tiffany Gleason/General Manager of Scenic Wonders, noted they have lived in the community for over 20 years and have always feared losing their housing. She noted this project will ease that stress and they will have a secure place to live. She noted Scenic Wonders always try to be a solution and low impact to the community.

Board discussion ensued.

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

2. **Planning**

Waive the First Reading and Introduce an Ordinance Titled "Add Chapter 17.106 Yosemite West Mixed-Use Zone" Pursuant to General Plan/Zoning Amendment Application No. 2020-096

3:12 PM Chair Menetrey recessed the Board for a brief break and reconvened at 3:17 PM.

Steve Engfer gave the staff report. No public comment.

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

3. **Planning**

Waive the First Reading and Introduce an Ordinance Titled "Amend the Mariposa County Zoning Map by Changing the Zoning of APN 006-150-003 from Rural Residential Zone to the Yosemite West Mixed-Use Zone"

Steve Engfer gave the staff report. No public comment.

RESULT:	Ordinance Introduced
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso

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

M. Board Information

Board information received.

N. Adjournment

3:24 PM Chair Menetrey adjourned in memory of Elizabeth (Betty-Ann) Foster, William "Willie" Combs, and Stanley Hamilton.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-614

MEETING:	November 21, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
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

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-615

MEETING:	November 21, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve the Assignment of Registration Rights for Solar Panel Credit Purposes to SiteLogIQ, Inc.; and Authorize the Board of Supervisors Chair to Sign the Assignment

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RECOMMENDATION AND JUSTIFICATION

Approve the Assignment of Registration Rights for Solar Panel Credit Purposes to SiteLogIQ, Inc.; and Authorize the Board Chair to Sign the Assignment.

Earlier this year, the County completed a pilot project to install solar panels at several locations including the adult detention center, public works yard, park and ride, and hall of records. The attached form would assign the County's registration rights for those panels to our contractor, SiteLogIQ, Inc., so they can claim any credits for the installation on our behalf. Receipt of solar credits was anticipated early in the project and the County's agreement with SiteLogIQ accounts for this process. Accordingly, staff recommends approval of this action.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board's first discussion about installing solar at County offices was held in February 2020. After a competitive solicitation process, the County signed an agreement with SiteLogIQ in 2021 (Resolution 2021-376) and installation was completed earlier this year. The Board had an opportunity to observe the installed panels during a regular meeting in June 2023. Other energy saving actions were also taken as part of this project including conversion of lighting fixtures to LED and replacement of the Government Center HVAC system.

The project was funded through a $2.8 million Energy Conservation Assistance Act (ECAA) loan at one percent (1%) interest and approximately $400,000 of County funds that was strictly applied to the HVAC replacement portion of the project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this item could cause conflict between the County and SiteLogIQ, Inc.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **County of Mariposa - Assignment of Registration Rights Form**

VOTE RESULT

RESULT:	**Adopted**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
NAYS:	None
EXCUSED:	District I Supervisor Rosemarie Smallcombe

WECC
Electric Reliability and Security for the West

Western Renewable Energy Generation Information System (WREGIS) Assignment of Registration Rights

Select the Option Below That Applies to This Assignment

Select one option below:

- [x] I am a Generating Unit Owner assigning rights to register this unit to another entity.
- [ ] I am an entity that owns or controls the Environmental Attributes or RECs of a generator assigning the rights to register this unit and its associated RECs to another entity.
- [ ] I am a contract party seeking to clarify the entity that will register the contracted generating unit and its associated RECs.

1. General Acknowledgements and Representations

1.1 WREGIS does not determine who has legal title to Generating Units or Certificates, and this Assignment is only intended to provide WREGIS with information regarding how the parties wish to assign registration rights in WREGIS.

1.2 For Generating Unit(s) designated on Attachment 1, all Generator Owners must be listed in the attachment.

1.3 The Generating Unit(s) covered under this Assignment are not covered by any other Assignment not yet terminated in WREGIS or any other certificate tracking system.

1.4 Assigned Customer will pay all fees associated with the generator and related WREGIS certificates.

2. Change and Termination of Assignment

2.1 All parties to this Assignment have a duty to notify WREGIS if or when any information in this Assignment ceases to be truthful, accurate, or complete. Until WREGIS receives a written and signed notification of a change in this Assignment, or until the Assignment is terminated in accordance with this section 2, WREGIS will rely on this Assignment as governing its relationship with the Generating Unit and assigned Customer. Any written notice of changes to this should be provided to WREGIS at least 15 business days in advance of the date upon which such changes are to become effective. Changes will be effective on

the date requested by the parties, or upon issuance of written acknowledgement by WREGIS, whichever is later.

2.2. All parties to this assignment may terminate this Assignment at any time by providing the WREGIS Administrator written notice that the assignment has been terminated and is no longer in effect.

2.3. Termination of this Notice will be effective the date identified in the notice of termination, or upon issuance of written acknowledgement by WREGIS, whichever is later.

2.4. Immediately upon termination, the Generating Unit covered by this assignment will be put into inactive status until such time it can be transferred to another WREGIS Customer.

3. Waiver

Nothing in this Notice shall be construed to create or give rise to any liability on the part of WREGIS or WECC. This Notice shall not be construed to modify any terms or conditions of the WREGIS Terms of Use or Operating Rules, and in the event of conflict between this Assignment and the WREGIS Terms of Use or Operating Rules, the Terms of Use or Operating Rules shall control.

Parties execute this Assignment to be effective as of the execution date. Parties each affirm, that they have participated in the preparation of this Assignment, and that the information provided herein is true, correct, and complete, to the best of their knowledge and belief.

Entity(ies) assigning rights

Organization Name:	County of Mariposa		
By (Signature):		By (Signature):	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
Email:		Email:	

WREGIS Customer

Organization Name:	SitelogIQ, Inc.
Organization ID:	2209
By (Signature):	Alice McCoy
Name (Print):	Alice McCoy
Date:	7/25/2023
Email:	alice.mccoy@sitelogiq.com

Attachment 1: Generating Units

For each Generating Unit, enter the following information:

Generating Unit Name and Address:	County Jail Solar: 5379 Hwy 49 N., Mariposa CA
Generating Unit Size/System Size:	142.0 kW DC
EIA Number:	
Owner Name:	County of Mariposa
Facility Name:	County of Mariposa - County Jail

Attachment 1: Generating Units

For each Generating Unit, enter the following information:

Generating Unit Name and Address:	Landfill Solar: 5593 Hwy 49 N., Mariposa CA
Generating Unit Size/System Size:	54.18 kW DC
EIA Number:	
Owner Name:	County of Mariposa
Facility Name:	County of Mariposa - Landfill

Attachment 1: Generating Units

For each Generating Unit, enter the following information:

Generating Unit Name and Address:	Museum Solar: 5199 Jessie St., Mariposa CA
Generating Unit Size/System Size:	45.4 kW DC
EIA Number:	
Owner Name:	County of Mariposa
Facility Name:	County of Mariposa - Museum

Attachment 1: Generating Units

For each Generating Unit, enter the following information:

Generating Unit Name and Address:	Public Works Solar: 4639 Ben Hur Rd., Mariposa CA
Generating Unit Size/System Size:	63.0 kW DC
EIA Number:	
Owner Name:	County of Mariposa
Facility Name:	County of Mariposa - Public Works

Attachment 1: Generating Units

For each Generating Unit, enter the following information:

Generating Unit Name and Address:	Rec Center Solar: 4998 County Park Rd., Mariposa CA
Generating Unit Size/System Size:	21.0 kW DC
EIA Number:	
Owner Name:	County of Mariposa
Facility Name:	County of Mariposa - Rec Center

Attachment 1: Generating Units

For each Generating Unit, enter the following information:

Generating Unit Name and Address:	Library Solar: 4978 10th St., Mariposa CA
Generating Unit Size/System Size:	26.88 kW DC
EIA Number:	
Owner Name:	County of Mariposa
Facility Name:	County of Mariposa - Library

Attachment 1: Generating Units

For each Generating Unit, enter the following information:

Generating Unit Name and Address:	Hall of Records Solar: 4982 10th St., Mariposa CA
Generating Unit Size/System Size:	31.5 kW DC
EIA Number:	
Owner Name:	County of Mariposa
Facility Name:	County of Mariposa - Hall of Records

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-616

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Nursery Inspection Program Cooperative Agreement No. 23-0456-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Nursery Inspection Program Cooperative Agreement No. 23-0456-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement provides State subvention funds for work performed in Mariposa County in nursery inspection and licensing. There is no change in the cooperative agreement or subvention amount from previous cooperative agreements.

The total available Fiscal Year 2023/2024 subvention amount for this nursery inspection cooperative agreement is $500.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Last year's cooperative agreement was approved by Resolution No. 22-507

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Nursery Inspection program to defray the funds expended for work performed in this program.

FINANCIAL IMPACT

The subvention amount $500 for this cooperative agreement for nursery inspection with CDFA was included in the Fiscal Year 2023/2024 budget.

ATTACHMENTS

1. Nursery 23-0456-000-SA

VOTE RESULT

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

Forsythe, District II Supervisor Poe

EXCUSED: District I Supervisor Rosemarie Smallcombe

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2023)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
23-0456-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $500.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Miles Menetrey, Board of Supervisors Chair

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County shall inspect all nursery stock at all producers/wholesale nursery locations within the County and enforce all laws and regulations pertaining to nursery stock.

Project Title: Nursery Inspection Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jasmine Minhas	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Mariposa
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-698-1151	Phone:	209-742-1408
Email Address:	jasmine.minhas@ cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michael Paule	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-738-9967	Phone:	209-966-2075
Email Address:	michael.paule@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on 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. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

23. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

25. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

26. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Scope of Work

The amount payable shall not exceed the total agreement dollar amount outlined within this agreement. Recipient shall be paid on a per acre basis for inspection and reinspection at a rate of $26.36 per reimbursable acre.

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County (specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff).

Recipient is expected to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments.

Recipient is expected to submit Quarterly Invoices and all supporting documentations within 30 days of the conclusion of each quarter. All invoice payments shall be made quarterly, in arrears, upon submission and approval of an itemized invoice which includes Report Number 7 Summary and Supplement Forms (see attached sample invoice, Report Number 7). Recipient shall submit the itemized invoice on County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov.

A Final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. Recipient is expected to clearly mark final invoice with "Final Invoice", thus indicating that all payment obligations from CDFA under this Agreement have ceased and that no further payments are due or outstanding. Please allow 6-8 weeks for processing of payments. Any encumbered funds remaining on the contract agreement after the final invoice has been processed, will be disencumbered on the 31st day of October or the next business day.

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine

compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance. These inspections must be indicated under ‘Reinspection for Noncompliance’ on Supplement 3 form. Indicate only the acreage that was reinspected and include the time spent conducting the reinspection. All reinspection activities are to be documented using the Supplement 3 form of the Report 7 (See attached sample Supplement 3).

County Letterhead

Date: _____

To: Michael Paule
California Department of Food and Agriculture
Pest Exclusion Branch, Nursery Services
1220 N Street, Room 221
Sacramento, CA 95814

Invoice(s) must be accompanied by Report 7 Summary and Supplemental Page(s).

Please submit Invoices and Report 7 Quarterly.

County of _____

Cooperative Agreement Number 23 - XXXX - XXX- SA

Fiscal Year 23/24

Invoice for_____Quarter

Invoice Number_____

Invoice Detail	Amount	Reimbursement Rate	Totals
Paid from Cooperative Agreement Balance			
Type 1 Acres = (includes re-inspection acres)	100 Acres X	$26.36 =	$2,636.00
Type 2 and 4 Acres = (includes re-inspection acres)	100 Acres /4 = 25 X	$26.36 =	$659.00
Enforcement Activities =	Reference Case ID #	Up to $35 an hour	$0.00
Licensing Activities (not deducted from Cooperative Agreement Balance)			
NEW Nursery License =	2 X	$75.00 each license =	$150.00
RENEWAL Nursery License *(County assistance required)* =	0 X	$75.00 each license =	$0.00
		Total Invoiced	**$3,445.00**

Please remit payment to County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

_____
(Original / Electronic Signature and Title)

SAMPLE

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057 (Rev. 06/22)

REPORT NUMBER 7

NURSERY INSPECTION REPORT

SUBMIT QUARTERLY

COUNTY:	MONTH/YEAR:

A. NURSERY INSPECTIONS

TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION - WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL and WHOLESALE				
- TRACE F/B REINSPECTIONS				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
TOTAL HOURS SECTION A				

B. LICENSING ACTIVITIES

TYPE	NEW LICENSES	RENEWALS		HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
TOTAL HOURS SECTION B				

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)

ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS SECTION C			

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)

ACTIVITY	HOURS
TOTAL HOURS SECTION D	

E. COMMENTS

*** SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.**

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 1)

CDFA USE ONLY	
APPROVED BY	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	**0.00**	**0.00**	**0.00**	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	FEE EXEMPT (LICENSE NUMBER)	

SIGNATURE:	TITLE:	DATE:

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4 =** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTU
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 1)

SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
Sacramento	20-XXXX-XXX-SA	July - June 2020-2021

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2020	10	3	20	
XYZ Nursery	D2345.G01	3/28/2020	100			
UMBER OF LOCATIONS INSPECTE		TOTAL ACRES:	110.00	3.00	20.00	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY
Exclude retail only nurseries			

SIGNATURE:	TITLE:	DATE:

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4 =** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

REPORT NUMBER 7
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 3 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 3)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

REINSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE 1st Inspection	DATE 2nd Inspection	NO. OF ACRES REINSPECTED		
				TYPE 1*	TYPE 2*	TYPE 4*
NO. LOCATIONS INSPECTED:			TOTAL ACRES:	0.00	0.00	0.00

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4=** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Section A. Nursery Inspections

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7

Section C. Enforcement Actions

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

Budget

The amount payable under this agreement shall not exceed **$500.00**.

Recipient shall be paid a current hourly staff rate, not to exceed $35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Services Program.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-617

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Authorize the Auditor Controller to Make Necessary Accounting Entries to Accurately Report Expenses and Revenue in the Appropriate Fiscal Year and Adjust Appropriations as Necessary as Approved by the County Administrator Officer

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RECOMMENDATION AND JUSTIFICATION

Authorize the Auditor Controller to Make Necessary Accounting Entries to Accurately Report Expenses and Revenue in the Appropriate Fiscal Year and Adjust Appropriations as Necessary as Approved by the County Administrator Officer

The County of Mariposa (County) has not met the deadline for submitting its fiscal year 2021-2022 Single Audit by the deadline of March 31, 2023. The County anticipates that this will not be complete until March 31, 2024.There are several reasons that we are behind:

- We implemented Oracle enterprise resource planning system on July 1st, 2021.
- We implemented Megabyte property tax management system on August 1st, 2021.
- We implemented a new chart of accounts on July 1st, 2021.
- We have declared several disasters in the last 2.5 years, which require careful financial management.
- We have received additional grant funding in the last 2.5 years, which requires careful financial management.
- Seven out of nine full-time Auditor's office team members have experienced work disruptions in the last 2.5 years.

Part-time and consultant support has been engaged and the work is getting done.This board item will help the County to address one time unanticipated financial transactions which exceed budgeted appropriations and budgeted revenues for fiscal years 2021/2022 and 2022/2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2023-343: Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Auditor will continue to come to the Board for all budget adjustments, which will slow down the process of meeting the requirements associated with closing prior fiscal years.

FINANCIAL IMPACT

Adjustments will only be made to allow for proper accounting of bills that have already been paid.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION

CAO (Purchasing Agent) Signed Agreements.

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 October of 2023.
Per Resolution 05-400, the Board is to receive a monthly information item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CAO approved agreements 11-21-23**

VOTE RESULT

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

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for Novemebr 21, 2023

Contractor	Amount	Term	Service	Department
Kasmir Gill Consulting	$35,121	10/13/23 to 6/30/24	Accounting and Audit Services	ADMIN
Valley Small Business Development Corporation	$35,000	1/31/23 to 6/30/24	Uderwriting Services	ADMIN
Robert Half	$35,600	10/13/23 to 6/30/24	Accounting and Audit Services	ADMIN
Bickmore Actuarial	$5,000	10/1/23 to 9/30/24	Actuarial Services	CoCo
Richard Roesch	$7,800	7/1/23 to 6/30/24	Lease	HHSA
Native Solutions Family Guidance Center	$40,000	7/1/23 to 6/30/26	Supportive Services and Inpatient	HHSA
Kazlin Infinite Care LLC	$48,000	7/1/23 to 6/30/24	Inpatient	HHSA
Tyrosvoutis Family Revocable Trust	$18,000	11/1/23 to 10/31/24	Lease, Building	HHSA
San Joaquin Drug	$50,000	7/1/23 to 6/30/24	Pharmaceutical	HHSA
Prothman Company	$17,500	9/27/23 to 6/30/24	Recruter Services for HHSA Division Director Administrative Services	HR
NeoGov	$51,265	10/6/23 to 10/5/26	Online Recrutement, Selection, Application Tracking, Reporting and Analysis	HR

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION

Department Head Signed Agreements

Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October of 2023.
Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

1. **Department Head Approved Agreements 11-21-23**

VOTE RESULT

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

Department Head Approved Agrement

Board Agenda Item for November 21, 2023

Contractor	Amount	Term	Service	Department
Castech Pest Services	$1,500	7/1/23 to 6/30/24	Pest Control	HHSA
Santa Rosa Behavioral Healthcare Hospice	$6,500	7/1/23 to 6/30/24	Inpatient	HHSA
Scott's Cleaning Service	$500	8/1/23 to 11/30/23	Cleaning Service	HHSA
Whitefawn Wellness, Inc	$3,380	7/1/23 to 6/30/24	Training	HHSA
Kevin Fischer	$4,385	10/02/23 to 11/02/23	Gateway Elements Mural Wall Preparation (Paseo)	Planning
Auto Finese Detailing LLC	$20,000	8/1/23 to 6/30/25	Exterior and Interior Auto Detailing	Probation
JR Language Translation Services Inc	$2,087	10/4/23 to 12/31/23	Residential Water Discontinuation Policy Translation	PW
S&S Electric	$1,011	11/1/23 to 12/20/23	Development Services Data Lines Installation	PW
Drugtech	$7,500	7/1/23 to 6/30/24	Random Drug Testing	PW
Water Connections Inc.	$1,200	8/15/23 to 10/31/23	Backflow Test Midpines Park	PW
S&S Electric	$945	11/1/23 to 12/20/23	Environmental Health Outlets Data Lines Installation	PW
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-618

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Dissolve the Connect Mariposa Advisory Committee

RECOMMENDATION AND JUSTIFICATION

Dissolve the Connect Mariposa Advisory Committee

BACKGROUND AND HISTORY OF BOARD ACTIONS

This committee was created by Resolution 2021-663. Only one appointment has been made since it was created and the term is now expired. Supervisor Rosemarie Smallcombe/District I has recommended dissolving this committee and moving forward with Town Hall meetings, or an Ad Hoc committee, to better serve the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not dissolve the committee and it will most likely sunset automatically on August 31, 2024 per the Committee Policy/Resolution 2022-637.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Connect Mariposa Advisory Board (CMAB)**

VOTE RESULT

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

CONNECT MARIPOSA ADVISORY BOARD

		Appointed	Expires
	Mariposa County Unified School District		
	John C. Fremont Health Care District		
	Yosemite National Park		
	Mariposa County		
Andrew Milman	At-Large	2-1-22	2-1-23

AUTHORITY:	Resolution 21-633
MEMBERSHIP:	The Connect Mariposa Advisory BOARD (CMAB) shall be established with five (5) voting members. Representatives shall be selected from or represent the following groups in Mariposa County: a. Mariposa Unified School District b. John C Fremont Health Care District c. Yosemite National Park d. Mariposa County e. (1) Member At-Large
TERM:	Appointments to the CMAB shall be made by the Board of Supervisors based on review of applications submitted on the county's standard application form. All terms will be for one (1) year. The Board of Supervisors may remove at any time and without cause any member of the CCAC.
PURPOSE:	The purpose and tasks of the Connect Mariposa Advisory Board (CMAB) shall be as follows: a. Advise staff and consultants through the process to develop broadband plans for Mariposa County. b. Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the establishment of a broadband plan and a regional roadmap. c. Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to: i. identify existing broadband opportunities in Mariposa County, and ii. determine how to construct the data into a strategic plan, and iii. recommend projects, programs, and policies needed to efficiently

	implement the Economic Vitality Strategy's broadband goals. d. Support the work of staff and/or consultants in the development, approval and implementation of a broadband plan that shall facilitate the implementation of the 2017 EVS broadband goals, by accessing Mariposa County's broadband needs and the best interests of its community. e. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the status of the broadband plan and roadmap.
DEPARTMENT:	Administration

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-619

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve a Five-Year Agreement with Priority Dispatch System in the Amount Not to Exceed $99,026.00 with an Annual Renewal Cost of $10,800 for the Licensing, Training, Implementation, and Maintenance of Priority Dispatch Corp (PDC's) Products and Services, Altogether the Medical Priority Dispatch System ("MPDS"); Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Transferring Funds within the Fire Department Budget to Cover the Agreement ($100,000)

RECOMMENDATION AND JUSTIFICATION

Approve a Five-Year Agreement with Priority Dispatch System in the Amount Not to Exceed $99,026.00 with an Annual Renewal Cost of $10,800 for the Licensing, Training, Implementation, and Maintenance of Priority Dispatch Corp (PDC's) Products and Services, Altogether the Medical Priority Dispatch System ("MPDS"); Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Transferring Funds within the Fire Department Budget to Cover the Agreement ($100,000)

Currently, CALFIRE Emergency Command Center (ECC) under agreement, provides dispatch services for Mariposa County Fire and Mercy Medical Transportation Inc. In addition to routine and emergency dispatch services, the ECC also provides Emergency Medical Dispatch (EMD) services, which include specialized certification and training to prioritize medical emergency calls to provide appropriate fire/ems resource response, as well as providing medical instructions on the phone. Types of instruction may include, but not limited to bleeding control, Heimlich instruction for choking, CPR, childbirth, and a variety of other potential life-saving instructions that can be performed prior to, arrival of a fire or EMS.

The ECC has provided this service for Mariposa County for over 20 years through a flip card system. However, that method of instruction and prioritization has become outdated and the flip cards are no longer being produced. The training and use of the EMD system has now become a computer-based platform, capable of much faster prioritization and appropriate pre-arrival instructions. The current system is no longer supported and today's training utilizes this updated technology.

If we as a county would like to continue to have this service, we need to upgrade our EMD system within the CALFIRE ECC.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Emergency Medical Dispatching services have been provided to Mariposa County for over 20 years.

Initially, Mariposa was the benefit of this service through Madera County when CALFIRE Mariposa ECC was dispatched for Pistoresi and Sierra Ambulance services and EMD was the standard utilized. When Madera County EMS contracted dispatch services with Fresno EMS, Mariposa ECC continued EMD services for Mariposa County and Mercy Medical Transportation Inc. The EMD certification costs moved to the Mariposa County Dispatch agreement and those services continued solely for Mariposa County and Mercy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement and no longer have EMD services provided for Mariposa County. Each medical call will receive the max response of fire and ambulance with lights and siren, no matter the type of medical need which could increase in delay of appropriate services for appropriate types of medical need.

FINANCIAL IMPACT

The initial impact costs of $99,026.00 have been accounted for through the Mariposa County Fire Budget, the annual renewal of $10,800 will need to be budgeted in .

ATTACHMENTS

1. **Budget Action for Priority Dispatch EMD.xls 2**
2. **2023-11-16 Cal Fire Mariposa - Implementation Agreement (MPDS)**

VOTE RESULT

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

DocuSign Envelope ID: 0902400F-5E61-4A55-9D27-3F5E3F11D3C7

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0228	51114	Volunteer Fire Personnel			100,000
1001	0228	60301	General Professional Servies		100,000	
				TOTALS	100,000	100,000

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.

DocuSigned by: Mike Van Loben Sels 1F6DABE3F72847C...

DEPARTMENT HEAD SIGNATURE DATE 11/9/2023

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

PRIORITY DISPATCH SYSTEM
IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the "Agreement") is made on October 28, 2023 ("Effective Date") and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp ("PDC"), a Utah corporation, and County of Mariposa ("Customer"). PDC and Customer are collectively referred to herein as the "Parties" or individually as a "Party."

BACKGROUND

A. Customer (CALFIRE through the County of Mariposa) desires to procure and provide an effective, efficient, and comprehensive emergency medical dispatch system for its residents and transient population.

B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC's products and services, altogether the Medical Priority Dispatch System ("MPDS").

The Parties agree as follows:

1. **Pricing & Payment Terms**. Pricing details for the Medical Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the quantity of products and services under this Agreement may result in an increase in Customer's pricing, including annual support fees.

2. **Statement of Work**. The Statement of Work for the implementation of the MPDS is attached to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS, designed to assist Customers with meeting the International Academies of Emergency Dispatch ("IAED") operational and performance requirements to become an Accredited Center of Excellence ("ACE").
    a. **Change in Statement of Work**. Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we're also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at https://forms.zohopublic.com/ivanwhitaker/form/ImplementationCourseSoftwareTraining orTaskChangeRe/formperma/nvPtuq7UHo5M79rHzr9tDW4UF0GxF5HNN1RG_4ukAm U

3. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the End User License Agreement ("EULA").The EULA is incorporated herein into this Agreement as **Attachment C.**

4. **CAD Integration**. The Parties understand in the event a Computer Aided Dispatch system ("CAD") is used by Customer, any costs relating to the integration of the MPDS software (ProQA®) and Customer's CAD system shall be the sole responsibility of Customer. The integration of Customer's CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.

5. **Term & Termination**. This Agreement shall remain in effect for five (5) years. After five years, the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall

automatically renew for subsequent terms of one year at the then current annual support prices, and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.

b. Termination for Cause. Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.

c. **EULA**. This Agreement may be terminated for any reason set forth in the EULA.

d. **Effect of termination**. Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.

6. **Relationship of the Parties**. The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.

7. **Confidentiality**. During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement

8. **Intellectual Property**. Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivates and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.

9. **Conflict of Interest**. During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.

10. **Survival of Terms**. Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.

11. **Compliance with Laws**. In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.

12. **Assignment**. Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.

13. **Attachments**. All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability**. If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

15. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.

16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Virginia, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Giles County in the State of Virginia. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

17. **Notices**. Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:	**To Customer**:
Priority Dispatch Corp.	County of Mariposa
110 South Regent Street, Suite 500	5366 HIGHWAY 49 N Mariposa,
Salt Lake City, Utah 84111	California 95338-9503
Attention: Legal Department	Attention: Steven Ward
Email: legaldepartment@prioritydispatch.net	Email: Steven.Ward@fire.ca.gov
Phone:800.363.9127	Phone: (209)966-4330

18. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

PDC

Signature: _____

Print Name: J. Simón Cantarero

Title:General Counsel & Corp. Secretary

CUSTOMER

Signature: _____

_____

Name & Title

Signature: _____

_____

Name & Title

Signature: _____

_____

Name & Title

Attachment A

SEE ATTACHED SALES QUOTE #67190

INITIAL MPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS implementation and training are **$99,026.00** (see attached Sales Quote **#Q-67190**). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	$10,800
Year 3:	$10,800
Year 4:	$10,800
Year 5:	$10,800

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).

QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Tim Martin
Phone: (800) 363-9127
Direct:
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Agency:	Cal Fire Mariposa
Agency ID#:	4856
Quote #:	Q-67190
Date:	10/28/2023
Offer Valid Through:	1/30/2024
Payment Terms	Net 30
Currency:	USD

Bill To:
Mariposa County
PO BOX 162
Mariposa, California 95338
United States

Ship To:
Cal Fire Mariposa
5366 HIGHWAY 49 N
Mariposa, California 95338-9503
United States

Product	Discipline	Qty	Amount
Xlerator: 1-20 License		1	USD 3,500.00
ProQA Production/Live License **Automated calltaking software**	Medical	7	USD 29,750.00
ProQA Training License **Training Software Licenses Training, non-live calltaking software**	Medical	1	USD 2,250.00
AQUA Case Review Software **Quality Assurance (case review) software base engine and discipline module**	Medical	1	USD 2,500.00
Installation & Configuration Remote **technical assistance for software installation and configuration for IT personnel**		1	USD 2,500.00
ProQA & AQUA Reports Training Remote - **(4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions**		2	USD 298.00
ProQA Software Training Remote **Per person cost for four hours of ProQA software** **training completed in a virtual, instructor-led environment**	Medical	19	USD 2,831.00
AQUA Software Training Remote **Per person cost for a 6 hour course completed in a virtual, instructor-led environment**		3	USD 597.00
Certification Training ED-Q On-site (Per) **Materials, tuition and certification (2 days, 16 hours)**	Medical	3	USD 1,650.00
Implementation Support **Implementation support and quality management program development**		1	USD 30,000.00
Equip QA **Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management**	Medical	1	USD 12,350.00
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 1 Imp and 1st Full Year Support TOTAL:	USD 99,026.00

"To lead the creation of meaningful change in public safety and health."

Priority Dispatch

QUOTE

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 2 TOTAL:	USD 10,800.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 3 TOTAL:	USD 10,800.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 4 TOTAL:	USD 10,800.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 5 TOTAL:	USD 10,800.00

Subtotal	USD 99,026.00
Estimated Tax	
Total	USD 99,026.00

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

Attachment B

STATEMENT OF WORK

STATEMENT OF WORK

PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, PROQA, & AQUA

Delivery and Implementation of the MPDS
The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the MPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the MPDS
INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)
The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.

- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.

- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revi- sion to aid in administration of the Steering

- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.

- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training

- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.

- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.

PHASE 3 **Software Installation and Configuration**

- ProQA, AQUA, and XLerator database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLerator Software.

- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

PHASE 4 **System Implementation**

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.

- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 **Quality Assurance Phase (30 days post on-line)**

- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.

- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.

- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.

- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.

- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.

- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.

- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.

- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.

- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.

- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing "master case review" of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.

- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see "Accreditation of Excellence" and "20 Points of Accreditation Excellence" located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.

Attachment C

End- User License Agreement

PRIORITY DISPATCH SYSTEM ("PDS")

End-User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

PLEASE READ CAREFULLY THE ACCOMPANYING TERMS AND CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT BEFORE PROCEEDING TO INSTALL THE SOFTWARE OR USE THE SERVICES PROVIDED WITH AND SUBJECT TO THIS AGREEMENT.

INSTALLING OR USING ANY OF THE SOFTWARE OR SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION OR CEASE USING THE SERVICES WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF, FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents

(1) that they are duly authorized to do so for and on behalf of the Client; and

(2) that the Client understands and agrees to be bound by the terms and conditions of this Agreement.

1. Software means the Priority Dispatch System ("*PDS*") software, content, and manual flip cards that you receive from PDC in connection with this Agreement and as further identified in Customer's invoice or quote from PDC, regardless of the medium on which it is stored. Documentation means any and all manuals, instructions and other documents and materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software (including its content) and any and all copies thereof and derivatives therefrom are owned by PDC or its Licensor(s) (altogether "PDC"). You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations. "Stations" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and/or control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified in your License Fee invoice or quote from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to Customer a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed

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use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified in your invoice from PDC when the License is purchased, and the ESP fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may only copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you shall not: (*a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license*. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Cloud Services.

a. Cloud Services. PDC may make the Software or certain other products, or services purchased by Customer from PDC (collectively, "**Cloud Services**") and made available to Customer online or through another hosted environment pursuant to a purchase order or other agreement between PDC and Customer.

b. Access and Use.

(i) *Provision of Access*. Subject to the terms and conditions of this EULA, PDC hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term (the "**Term**") set out in the applicable agreement between Customer and PDC (the "**Customer Agreement**") solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. PDC shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. "**Authorized User**" means Customer and Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this EULA and any underlying agreement between Customer and PDC.

(ii) *Documentation License*. Subject to the terms and conditions contained in this Agreement, PDC hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use PDC's user manuals, handbooks, guides relating to the Cloud Services provided by PDC to Customer either electronically or in hard copy form, and end-user documentation relating to the Cloud Services during the Term solely for Customer's internal business purposes in connection with use of the Cloud Services.

(iii) *Use Restrictions*. Customer shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this EULA or the applicable Customer Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(iv) *Aggregated Statistics*. Notwithstanding anything to the contrary in this Agreement, PDC may monitor Customer's use of the Cloud Services and collect, compile, use, and analyze data and information related to Customer's use of the Cloud Services to be used by PDC in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between PDC and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PDC. You acknowledge that PDC may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that PDC may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(v) *Reservation of Rights*. PDC reserves all rights not expressly granted to Customer in this EULA or the applicable Customer Agreement. Except for the limited rights and licenses expressly granted under this Agreement or the applicable Customer

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Agreement nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing (the "**PDC IP**"). For the avoidance of doubt, PDC IP includes Aggregated Statistics and any information, data, or other content derived from PDC's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(vi) *Suspension*. Notwithstanding anything to the contrary in this Agreement, PDC may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) PDC reasonably determines that (A) there is a threat or attack on any of the PDC IP; (B) Customer's or any other Authorized User's use of the PDC IP disrupts or poses a security risk to the PDC IP or to any other customer or vendor of PDC; (C) Customer or any other Authorized User is using the PDC IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PDC's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of PDC has suspended or terminated PDC's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). PDC shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PDC shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. PDC will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

c. Customer Responsibilities.

(i) *Account Use*. Customer is responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(ii) *Customer Data*. Customer hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PDC to provide the Cloud Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(iii) *Passwords and Access Credentials*. Customer is responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to your passwords or access credentials.

(iv) *Third-Party Products*. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Cloud Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

d. Intellectual Property Ownership; Feedback. As between the Parties, (a) PDC owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to PDC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), PDC is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to PDC on its behalf, and shall cause Customer's employees, contractors, and agents to assign, all right, title, and interest in, and PDC is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PDC is not required to use any Feedback.

(i) Limited Warranty and Warranty Disclaimer. PDC warrants that it provides Cloud Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY TO, AND PDC STRICTLY DISCLAIMS, ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(ii) Customer Warranty. Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to Customer Data.

(iii) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBPART (i) ABOVE THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PDC SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PDC MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD

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SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. Extended Service Plan. This Agreement includes and incorporates the accompanying Extended Service Plan (ESP) agreement as set forth below.

10. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary, the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC based on net corporate income.

11. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

12. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied, and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

13. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30 days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated.

14. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

15. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER

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COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE.

16. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

17. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

18. Termination. Either party may terminate this Agreement as set forth elsewhere herein or based upon a breach of this Agreement by the other Party which is not cured within 30 days of written notice thereof. This Section 17 shall not limit the relief, remedies, and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time, subject to the decommission process below. No later than 15 days from any termination of the Agreement, you must cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained or destroyed, and no longer control access to, any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

(a) Decommission Process. Decommissioning of the PDS can be very extensive. Customer must contact PDC at least 90 days before Customer plans to use an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

19. Disputes.

(a) United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflict of law's provisions thereof. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in Salt Lake County, Utah, and Customer hereby consents and waives any objection to the jurisdiction of such courts for such disputes and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to it at the address listed in the Quote. The Party that prevails in any claim or any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable costs and expenses associated with the prevailing claim, litigation or dispute, including, without limitation, attorneys' fees.

(b) Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination, or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

20. Export Controls. You warrant and certify the Software will not be exported, re-exported, or otherwise made available by you to any country, entity, or individual in violation of any U.S. laws or regulations.

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21. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

22. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

23. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

24. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

25. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations, and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled, or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

26. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

27. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan ("ESP")

1. Extended Service Plans.

a. **Silver ESP**: Includes 24x7x365 technical support and Updates to the Software within the current version.
b. **Gold ESP**: Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.
c. **Platinum ESP**: Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Card sets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).
d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for more information.

e. **ESP Miscellaneous**.

i. Client must register as described in Section 2 below.
ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year and is renewed annually upon continued use of the Licensed Products.
iii. All Licensed Products must have the same ESP.
iv. PDC may modify and replace this ESP from time to time and any prior ESP is superseded. The new ESP then becomes the current ESP and is part of this EULA.
v. PDC reserves the right to terminate this Agreement if You are not current on your financial obligations to PDC.

f. **Customer Obligations**:

i. Customer's hardware and operating systems must meet the minimum system requirements provided by PDC.
ii. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.

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iii. Customer shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations.

iv. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.

v. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.

vi. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.

vii. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.

viii. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.

ix. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.

x. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates.

xi. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings, and recommendations of licensed Software users in the field; the College of Fellows of the International Academies of Emergency Dispatch ("IAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. ***Updates*** When PDC determines that particular improvements, modifications, or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."

b. ***New Versions*** When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan, then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period, licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation, and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client

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as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or call-takers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. ***Derivative Products***. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. ***Customization of Responses***. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. **Documentation**. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. ***Changing the PDS***. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.

ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these

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committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

iii. **CERTIFICATION***:* It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE")***:* All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.

v. ***DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE****:* It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.

vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. ***Accepted Process for PDS Modification***. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color-coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries, and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. ***Unsafe Practices*****.** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or misuse of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or misuse, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the IAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the IAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-IAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES**. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

12. ***International Dispatch Coding System***. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. ***Standard of Care and Practice***. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality

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U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638; 8103523; 8294570; 8335298; 8355483; 8396191; 8417533; 8488748; 8494868; 8971501; 8712020; 8670526; 8873719; 9491605; 9516166 (other patents pending)

improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. ***Dedicated Legal and Consultative Support.*** Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. ***National Q Services*****.** National Q is a quality assurance service provided by PDC. In the event Customer utilizes National Q, the following shall apply:

a. **Pre-National Q**: Customer understands that they and PDC shall have the following meetings before starting the QA services:

i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.

ii. QA/QI Meeting – Analysis of current system with current Customer QA staff

iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. **National Q Technical Process**:

i. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLerator ®, and the Customer's audio logger/recorder.

ii. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.

iii. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the National Q Reviewer's access for the term of contract, along with an accompanying voice logger integration license.

iv. Customer understands that they must always update to the latest version of AQUA.

v. If there is a customer related issue (technical or otherwise) that prevents the National Q Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. **Quality Assurance Process**:

i. QA shall be done according to the IAED standards for Accreditation http://www.emergencydispatch.org/standards_for_accreditation).

ii. Customer will receive weekly completed QA cases in AQUA based on the National Q timeline established by the parties. This will allow Customer to give appropriate and timely feedback.

iii. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the National Q reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the National Q representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/call takers based on the feedback they receive from the National Q Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/call takers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.

iv. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/call takers shall not be contrary or inconsistent with the National Q Reviewer's audit and comments. If the ED-Q does not understand or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/call taker that they will research the issue and contact the National Q representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. ***Definitions.*** This section contains more detailed definitions of certain terms used in this EULA

"Cards"
The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer", "Agency," "Licensee", "You", "you" or "your"
The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"
When used in this agreement, certification and recertification mean specifically by the IAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.

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These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters “P”, “F” and/or “M”, respectively; as in “EPD”, “EFD’ and/or “EMD”, respectively.

“PDS”, Priority Dispatch System.
These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters “P”, “F” and/or “M”, respectively; as in “PPDS”, “FPDS’ and/or “MPDS”, respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

"Update"
An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"
A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-620

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Rescind Resolution Number 2023-268 that Authorized the Director of Health and Human Services Agency (HHSA) to Sign and Execute the Board and Care Pooled Authority Contracts in the Amount of $530,000 for Term of July 1, 2023 through June 30, 2024

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution Number 2023-268 that Authorized the Director of Health and Human Services Agency (HHSA) to Sign and Execute the Board and Care Pooled Authority Contracts in the Amount of $530,000 for the Term of July 1, 2023 through June 30, 2024.

The Mariposa County Purchasing Policy allows department heads to procure services through pooled contracting. Pooled contracting is the common procurement practice of securing multiple contracts for a service that collectively exceeds the encumbered amount for providing a service. This is done to accelerate response, improve the ability to provide a service, and stretch available funds.

Pursuant to this policy provision, the attached resolution authorized the director of health and human services to do the following:

1. Execute pooled authority contracts for the provision of mental health services at board and residential care facilities in the total amount of $530,000 for the term of July 1, 2023, through June 30, 2024.

2. Amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations (as approved by the Board) are not exceeded.

Contracts in the pool include agreements with Willow Glen Care Center, Kazlin Infinite Care, LLC, Crestwood Behavioral Health, Inc., Davis Guest Home, Inc., Cottages at the Colony, The Light House, and Today Is A New Day.

Upon further review, HHSA has reevaluated the feasibility of the pooled agreement in relation to Board and Care facilities and determined that maintaining separate agreements with individual contract partners is the best approach towards enhancing long-term valuable relationships with the mentioned partners.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Resolution 2023-268 on May 16, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the rescission incurs the potential of disruption to the service delivery from the existing contract partners.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. HHSA Pooled 2024 (Board & Care) Res. 2023-268-EXECUTED

VOTE RESULT

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

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-268

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Resolution for Board and Care Pooled Contracting

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Authorizing the Director of Health and Human Services Agency (HHSA) to Sign and Execute the Board and Care Pooled Authority Contracts in the Amount of $530,000 for the Term of July 1, 2023 through June 30, 2024 as well as and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel).

The Mariposa County Purchasing Policy allows department heads to procure services through pooled contracting. Pooled contracting is the common procurement practice of securing multiple contracts for a service that collectively exceed the encumbered amount for providing a service. This is done to accelerate response, improve the ability to provide a service, and stretch available funds.

Sometimes in the provision of mental health services it is determined that a resident needs the additional attention and care of an inpatient residential mental health facility. These board and care facilities are often full, leaving staff to search multiple facilities to find an open bed. Pooled contracting in this case means that the County could secure contracts with multiple facilities so a resident can be placed as quickly as possible when a need arises.

At the same time, the aggregated value of pooled contracts for board and care facilities far exceeds what will actually be needed to support Mariposa residents. Again, this is done intentionally because staff does not know where a bed will be available when a given need arises. Rather than encumbering funds to support the full value of all contracts, pooled contracting allows the department to only encumber the funds they will actually need to spend on board and care services. In this way, pooled contracting allows for a fast, flexible response in support of a Mariposa County resident while also maximizing the use of available funds.

Pursuant to this policy provision, the attached resolution authorizes the director of health and human services to do the following:

1. Execute pooled authority contracts for the provision of mental health services at board and care residential facilities in the total amount of $530,000 for the term of July 1, 2023, through June 30, 2024.

2. Amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations (as approved by the Board) are not exceeded.

Contracts in the pool will include agreements with Willow Glen Care Center, Kazlin Infinite Care, LLC, Crestwood Behavioral Health, Inc., Davis Guest Home, Inc., Cottages at the Colony, The Light House, and Today Is A New Day.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In the past, each board and care facility agreement has been approved separately and funds have been encumbered to support the full amount of each agreement. This procurement method ties up significant funding that will not be used and could otherwise be employed to deliver additional services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and direct staff to bring agreements separately. This alternative will give the board maximum control while also taking additional staff time, delaying implementation, and reducing the County's ability to provide some services.

Do not approve and limit the number of contracts to not exceed the amount of funding that is likely to be used. Fewer options could result in a situation where a resident experiencing mental crisis, including someone who may be a danger to themselves or others, would not be able to be placed in an appropriate facility to provide care until a contracting process could be completed.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Official Resolution - Board and Care agreements May 11 2023 (DOCX)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 23-268

AUTHORITY TO EXECUTE BOARD AND CARE SERVICES POOLED AUTHORITY CONTRACTS IN THE TOTAL AMOUNT OF $530,000, FOR THE TERM OF JULY 1, 2023, THROUGH JUNE 30, 2024, FOR THE PROVISION OF BOARD AND CARE SERVICES TO MENTAL HEALTH CARE CLIENTS

BE IT RESOLVED in accordance with Mental Health 1991 Realignment, County of Mariposa Health and Human Services Agency allocates funding for social services programs and various levels of mental health services that include board and care.

BE IT RESOLVED Health and Human Services provides Board and Care services to mental health clients through multiple contracts to ensure compliance with State of California mandates.

BE IT RESOLVED that the Director of Health and Human Services Agency, or designee, on behalf of the COUNTY OF MARIPOSA, a political subdivision of the State of California, be and is hereby authorized to execute board and care services pooled authority contracts in the total amount of $530,000, for the term of July 1, 2023, through June 30, 2024, for the provision of board and care services to mental health care clients, and to do and perform everything necessary to carry out the purpose of this Resolution. Contractors in the pool are:

- Willow Glen Care Center
- Kazlin Infinite Care LLC
- Crestwood Behavioral Health, Inc
- Davis Guest Home, Inc.
- Cottages at the Colony
- The Light-House
- Today Is A New Day

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Agency, or designee, is authorized to amend these contracts for non-monetary changes, monetary decreases, to terminate or assign these contracts, to extend the terms as needed, and to monetarily increase the total contract amounts by up to 10% of the total value of the contracts, so long as existing budget appropriations are not exceeded.

On a motion by Supervisor Rosemarie Smallcombe, seconded by Supervisor Shannon Poe, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Mariposa this 16th day of May, 2023, by the following vote, to wit:

AYES: Rosemarie Smallcombe, Danette Toso, Shannon Poe, Wayne Forsythe

NOES: NONE

ABSENT: Miles Menetrey

ABSTAIN: NONE

RECUSAL: NONE

(PER POLITICAL REFORM ACT (§ 18702.5.))

Wayne Forsythe

~~Miles Menetrey~~ Wayne Forsythe Vice Chair
Chair of the Board of Supervisors
of Mariposa County, California

(SEAL)

COUNTERSIGNED:

Tracy Gauthier

~~Danielle Bondshu~~ Tracy Gauthier
Deputy Clerk of the Board II

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Move D.S. Gorder to a Vacant Position on the Membership list Filling an Unexpired Term Ending May 9, 2027; and Appoint Mary Dempsey, to the In-Home Supportive Services Advisory Committee with a Term Expiring on November 21, 2027

RECOMMENDATION AND JUSTIFICATION

Move D.S. Gorder to a Vacant Position on the Membership list Filling an Unexpired Term Ending May 9, 2027; and Appoint Mary Dempsey, to the In-Home Supportive Services Advisory Committee with a Term Expiring on November 21, 2027

The Mariposa County In-Home Supportive Services Advisory Committee was established by the Mariposa County Board of Supervisors to provide advice and recommendations regarding the status of the program and its participants. Per the bylaws, all members will serve a four-year term pursuant to appointments made by the Board of Supervisors, or may fill an unexpired term.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has historically approved any requests to appoint or re-appoint members to the In-Home supportive Services Advisory Committee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This committee may not meet the quorum requirements for meetings.

FINANCIAL IMPACT

N/A.

ATTACHMENTS

1. Redacted Application

VOTE RESULT

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

RECEIVED

AUG 16 2023

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

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

Supervisorial District in which you Reside: Miles Mentary

Length of Residency in the County: 13 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: Mary

Last Name: Dempsey

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: Employed [redacted]

Employer's Name: [redacted]

Employer's Address:

Day Telephone Number: Cell →

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
As a provider I might be able to provide a different view.

Please list prior/current appointments to other Boards/Commissions/Committees:
None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

5 1/2 Years caring for an elder. Have been an IHSS provider since 2020.

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

If Yes, please explain:

N/A

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
No	M-F 8a-5p	Yes

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

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

Dated: 9/6/23 Signature: [redacted]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

SUPPLEMENTAL QUESTIONS

In-Home Supportive Services Advisory Committee

Additional information is needed to process your application. Please complete the questions below, date and sign the certification, and attach this sheet to your application. All information will remain confidential.

Why do we request this information?

Because it is operating as the county's In-Home Supportive Services advisory committee, state law (WIC §§ 12301.3 (a)(1)-(3)) requires no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance services, and at least 1 member shall be a current or former provider of in-home supportive services, or an advocate.

1. Have you ever used, or are you currently using, personal assistance services paid for through public or private funds? (Y/N): NO

2a. Have you ever been, or are you currently, a provider of in-home supportive services? (Y/N): YES

OR

b. Do you represent organizations that advocate for people with disabilities or seniors; or are you from a community-based organization that advocates on behalf of home care employees? (Y/N): NO

CERTIFICATION:

I, Mary A. Dempsey, certify that the above information is true and correct.

Dated: 8/14/2023 [redacted]

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-621

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Agreement 24B-2021 with the Department of Community Services and Development (CSD) in the Amount of $525,000 for Energy Assistance Payments Provided through The Low Income Home Energy Assistance Program (LIHEAP); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Agreement 24B-2021 with the Department of Community Services and Development (CSD) in the Amount of $525,000 for Energy Assistance Payments provided through the Low Income Home Energy Assistance Program (LIHEAP); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program-term basis. Agreement 24B-2021 has a term of November 1, 2023 through June 30, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved Agreement 23B-5021 with CSD on February 7, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, Mariposa will lose the grant funds of $525,000 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

FINANCIAL IMPACT

This agreement has no impact on the General Fund.

ATTACHMENTS

1. LIHEAP

VOTE RESULT

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

Forsythe, District II Supervisor Poe

EXCUSED: District I Supervisor Rosemarie Smallcombe

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State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide information related to the 2024 Low Income Home Energy Assistance Program (LIHEAP) contract. As you may be aware, Congress has passed and the President has signed a Continuing Resolution (CR) to extend government funding levels and keep the federal government running until November 17, 2023. The CR appropriates funding based on Federal Fiscal Year 2023 and includes $4 billion for the Low Income Home Energy Assistance Program (LIHEAP) and approximately $804 million for the Community Services Block Grant (CSBG). CSD awaits the issuance of further guidance and release of 2024 LIHEAP grant funds appropriated under the CR.CSD will inform the network when funding is available and Departmental systems are ready to input applications.

2024 Award Is Awaiting Receipt from HHS and Contract Execution

Until CSD receives the grant award and your contract is fully executed, CSD will not process any claims for 2024 LIHEAP contract reimbursement or issue any 2024 program year LIHEAP utility assistance benefits. To avoid gaps in LIHEAP service delivery, Local Service Providers are encouraged to continue to deliver assistance under all available open LIHEAP contracts. Contact your field representative if you need assistance moving funds within the components of any open LIHEAP contracts.

2024 LIHEAP Contract Release and Language Changes

This communication will initiate the release of 2024 LIHEAP contracts to LSPs. CSD modified the 2024 LIHEAP contract to adopt the Department of Energy Weatherization Assistance Program policy to allow for the weatherization of temporary shelters and group homes and additional changes based on LSP comments to the draft 2024 LIHEAP contract. CSD responses to all LSP comments to the draft 2024 LIHEAP contract are summarized in a document, which can be found here on the Local Agencies Portal.

Based on concerns expressed by the network, CSD decided not to implement changes to the Three Factor Formula for the 2024 contract will instead implement them for the 2025 LIHEAP contract. The one-year delay will allow CSD and the Three Factor Formula Workgroup to further engage the network in understanding the formula's fundamentals and solidify implementation strategies.

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It is through the continued collaboration and commitment between CSD and your agency to those we are tasked to serve that gives us the ability to effectively and efficiently administer these critical programs and services – programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

DAVID SCRIBNER, ESQ.
Director

Attachments

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2024 LIHEAP Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Programmatic Contract Requirements (as applicable):

- ☐ LIHEAP Production Plan (CSD 622)
- ☐ CSD 188 Agency Staff and Board Roster form (located under forms tab on the Local Agencies Portal). N/A If a general Board Roster was submitted and no changes have occurred.
- ☐ CSD 251 Public Website Update located under forms tab on the Local Agencies Portal).
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?
- ☐ Completed the 2024 Agency Local Plan and made all updates as requested by the Field Monitor.

Please return completed contract packets within 30 days (45 days for public agencies) to:

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

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ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2024 LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
1	Alameda County - Spectrum Community Services, Inc.	24B-2001	668,709	445,806	1,114,515	222,903	222,903	1,176,928	1,622,734	1,497,908	4,235,157
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
	Amador County		38,954	25,969	64,923	12,985	12,985	59,210	85,180	96,605	246,708
	Calaveras County		57,627	38,418	96,045	19,209	19,209	108,338	146,756	122,168	364,969
	Tuolumne County		108,925	72,617	181,542	36,308	36,308	191,708	264,324	243,993	689,859
	Service Territory Total	24B-2002	205,506	137,004	342,510	68,502	68,502	359,256	496,260	462,766	1,301,536
3	Butte County - CAA of Butte County, Inc.	24B-2003	371,134	247,423	618,557	123,711	123,711	964,949	1,212,371	519,588	2,350,516
4	Colusa Service Territory - Glenn County Community Action Department										
	Colusa County		30,657	20,438	51,095	10,219	10,219	39,242	59,680	83,388	194,163
	Glenn County		43,558	29,039	72,597	14,519	14,519	60,982	90,020	113,253	275,870
	Trinity County		32,363	21,575	53,938	10,788	10,788	103,562	125,138	25,891	204,967
	Service Territory Total	24B-2004	106,578	71,052	177,630	35,526	35,526	203,786	274,838	222,532	675,000
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	24B-2005	572,681	381,787	954,468	190,894	190,894	458,144	839,932	1,832,577	3,626,977
6	Del Norte County - Del Norte Senior Center, Inc.	24B-2006	112,880	75,254	188,134	37,627	37,627	252,852	328,106	198,669	714,909
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
	Alpine County		4,489	2,993	7,482	1,496	1,496	10,595	13,587	7,362	28,431
	El Dorado County		318,617	212,411	531,028	106,206	106,206	751,937	964,349	522,532	2,017,909
	Service Territory Total	24B-2007	323,106	215,404	538,510	107,702	107,702	762,532	977,936	529,894	2,046,340
8	Fresno County - Fresno County Economic Opportunities Commission	24B-2008	1,321,297	880,865	2,202,162	440,432	440,432	792,779	1,673,643	4,492,412	8,368,217
9	Humboldt Service Territory - Redwood CAA										
	Humboldt County		278,427	185,618	464,045	92,809	92,809	467,757	653,375	645,950	1,763,370
	Modoc Co. (WEATHERIZATION/ASSURANCE 16)		71,053	47,368	118,421	7,237	11,842	0	19,079	0	137,500
	Service Territory Total	24B-2009	349,480	232,986	582,466	100,046	104,651	467,757	672,454	645,950	1,900,870
10	Imperial Service Territory - Campesinos Unidos, Inc.										
	Imperial County		131,387	87,591	218,978	43,796	43,796	136,642	224,234	388,905	832,117
	San Diego County - Area A		719,823	479,882	1,199,705	239,941	239,941	604,651	1,084,533	2,274,640	4,558,878
	Service Territory Total	24B-2010	851,210	567,473	1,418,683	283,737	283,737	741,293	1,308,767	2,663,545	5,390,995
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
	Inyo County		36,728	24,485	61,213	12,243	12,243	107,245	131,731	39,666	232,610
	Mono County		46,167	30,778	76,945	15,389	15,389	162,507	193,285	22,160	292,390
	Service Territory Total	24B-2011	82,895	55,263	138,158	27,632	27,632	269,752	325,016	61,826	525,000
12	Kern County - Community Action Partnership of Kern	24B-2012	1,204,680	803,120	2,007,800	401,560	401,560	1,108,306	1,911,426	3,710,414	7,629,640
13	Kings County - Kings Community Action Organization, Inc.	24B-2013	163,300	108,866	272,166	54,433	54,433	235,152	344,018	418,047	1,034,231
14	Lake Service Territory - North Coast Energy Services, Inc.										
	Lake County		160,411	106,940	267,351	53,470	53,470	314,405	421,345	327,238	1,015,934
	Mendocino County		193,688	129,125	322,813	64,563	64,563	278,911	408,037	495,841	1,226,691
	Napa County		80,406	53,604	134,010	26,802	26,802	119,001	172,605	202,622	509,237
	Solano County		211,270	140,847	352,117	70,423	70,423	126,762	267,608	718,318	1,338,043
	Sonoma County		337,977	225,318	563,295	112,659	112,659	527,244	752,562	824,663	2,140,520
	Yolo County		168,738	112,492	281,230	56,246	56,246	215,985	328,477	458,969	1,068,676
	Service Territory Total	24B-2014	1,152,490	768,326	1,920,816	384,163	384,163	1,582,308	2,350,634	3,027,651	7,299,101
15	Lassen County - Lassen Economic Development Corporation	24B-2015	87,215	58,144	145,359	29,072	29,072	286,066	344,210	62,795	552,364
	Los Angeles County										
16	Area A - Maravilla Foundation	24B-2016	2,149,175	1,432,786	3,581,961	716,390	716,389	3,180,781	4,613,560	5,415,924	13,611,445
17	Area B - Pacific Asian Consortium in Employment	24B-2017	1,519,242	1,012,828	2,532,070	506,414	506,414	1,215,394	2,228,222	4,861,575	9,621,867
18	Area C - Long Beach Community Action Partnership	24B-2018	1,325,425	883,617	2,209,042	441,808	441,808	848,272	1,731,888	4,453,428	8,394,358
19	Madera County - Community Action Partnership of Madera County, Inc.	24B-2019	176,774	117,849	294,623	58,925	58,925	148,490	266,340	558,606	1,119,569
20	Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	24B-2020	0	0	0	27,430	27,430	111,914	166,774	354,396	521,170
21	Mariposa County - County of Mariposa Health and Human Services Agency	24B-2021	82,895	55,263	138,158	27,632	27,632	198,947	254,211	132,631	525,000

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22	Merced County - Merced County CAA	24B-2022	331,356	220,904	552,260	110,452	110,452	278,339	499,243	1,047,086	2,098,589
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	24B-2023	0	0	0	16,447	11,842	159,158	187,447	125,053	312,500
24	Orange County - Community Action Partnership of Orange County	24B-2024	881,553	587,702	1,469,255	293,851	293,851	1,269,436	1,857,138	2,256,774	5,583,167
25	Placer Service Territory - Project GO, Inc.										
	Nevada County		213,072	142,048	355,120	71,024	71,024	553,985	696,033	298,300	1,349,453
	Placer County		251,030	167,353	418,383	83,677	83,677	391,606	558,960	612,512	1,589,855
	Service Territory Total	24B-2025	464,102	309,401	773,503	154,701	154,701	945,591	1,254,993	910,812	2,939,308
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County		71,324	47,549	118,873	23,775	23,775	231,091	278,641	54,206	451,720
	Sierra County		11,571	7,714	19,285	3,857	3,857	36,099	43,813	10,182	73,280
	Service Territory Total	24B-2026	82,895	55,263	138,158	27,632	27,632	267,190	322,454	64,388	525,000
27	Riverside County - Community Action Partnership of Riverside County	24B-2027	1,382,388	921,592	2,303,980	460,796	460,796	1,216,502	2,138,094	4,313,052	8,755,126
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County		1,047,244	698,163	1,745,407	349,081	349,081	1,466,142	2,164,304	2,722,835	6,632,546
	Sutter County		92,651	61,767	154,418	30,884	30,884	129,712	191,480	240,893	586,791
	Yuba County		102,311	68,207	170,518	34,104	34,104	167,790	235,998	241,455	647,971
	Service Territory Total	24B-2028	1,242,206	828,137	2,070,343	414,069	414,069	1,763,644	2,591,782	3,205,183	7,867,308
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	24B-2029	0	0	0	19,505	19,505	56,368	95,378	275,210	370,588
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	24B-2030	1,377,298	918,199	2,295,497	459,099	459,099	1,707,849	2,626,047	3,801,342	8,722,886
31	San Diego County - Area B - Metropolitan Area Advisory Committee	24B-2031	338,922	225,948	564,870	112,974	112,974	664,289	890,237	691,402	2,146,509
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	24B-2032	632,069	421,380	1,053,449	210,690	210,690	379,243	800,623	2,149,034	4,003,106
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	24B-2033	171,970	114,647	286,617	57,323	57,323	337,062	451,708	350,820	1,089,145
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	24B-2034	279,839	186,559	466,398	93,280	93,280	783,549	970,109	335,807	1,772,314
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	24B-2035	0	0	0	155,269	155,269	527,916	838,454	2,111,666	2,950,120
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County		356,372	237,581	593,953	118,791	118,791	299,352	536,934	1,126,133	2,257,020
	San Francisco County		320,248	213,499	533,747	106,749	106,749	204,959	418,457	1,076,032	2,028,236
	San Mateo County		275,903	183,935	459,838	91,968	91,968	209,686	393,622	893,923	1,747,383
	Santa Cruz County		213,168	142,112	355,280	71,056	71,056	179,061	321,173	673,610	1,350,063
	Marin County (WEATHERIZATION/ASSURANCE 16)		116,577	77,718	194,295	11,429	11,429	0	22,858	0	217,153
	San Benito County (WEATHERIZATION/ASSURANCE 16)		82,895	55,263	138,158	8,127	8,127	0	16,254	0	154,412
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		673,362	448,908	1,122,270	69,185	69,185	53,869	192,239	0	1,314,509
	Service Territory Total	24B-2036	2,038,525	1,359,016	3,397,541	477,305	477,305	946,927	1,901,537	3,769,698	9,068,776
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County		286,031	190,687	476,718	95,344	95,344	606,385	797,073	537,737	1,811,528
	Tehama County		121,590	81,060	202,650	40,530	40,530	257,772	338,832	228,590	770,072
	Service Territory Total	24B-2037	407,621	271,747	679,368	135,874	135,874	864,157	1,135,905	766,327	2,581,600
38	Siskiyou County - Great Northern Services	24B-2038	205,261	136,841	342,102	68,420	68,420	435,153	571,993	385,891	1,299,986
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	24B-2039	549,603	366,402	916,005	183,201	183,201	395,715	762,117	1,802,700	3,480,822
40	Tulare County - Community Services & Employment Training, Inc.	24B-2040	761,018	507,345	1,268,363	253,673	253,673	913,222	1,420,568	2,130,850	4,819,781
41	Ventura County - Community Action of Ventura County, Inc.	24B-2041	350,502	233,668	584,170	116,834	116,834	406,582	640,250	995,424	2,219,844
42	Association of California Community and Energy Services (ACCES)		0	0	0	0	0	0	0	0	0
	TOTALS		24,323,800	16,215,867	40,539,667	8,107,934	8,107,933	29,683,550	45,899,417	67,611,653	154,050,737

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County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
1 Alameda County - Spectrum Community Services, Inc.	53,497	33,435	33,435	89,161	55,726	55,726	213,987	133,742	53,497
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA									
Amador County	3,116	1,948	1,948	5,194	3,246	3,246	12,465	7,791	3,116
Calaveras County	4,610	2,881	2,881	7,684	4,802	4,802	18,440	11,525	4,610
Tuolumne County	8,714	5,446	5,446	14,523	9,077	9,077	34,856	21,785	8,714
Service Territory Total	16,440	10,275	10,275	27,401	17,125	17,125	65,761	41,101	16,440
3 Butte County - CAA of Butte County, Inc.	29,691	18,557	18,557	49,485	30,928	30,928	118,763	74,227	29,691
4 Colusa Service Territory - Glenn County Community Action Department									
Colusa County	2,453	1,533	1,533	4,088	2,555	2,555	9,810	6,132	2,453
Glenn County	3,485	2,178	2,178	5,808	3,630	3,630	13,939	8,712	3,485
Trinity County	2,589	1,618	1,618	4,315	2,697	2,697	10,356	6,473	2,589
Service Territory Total	8,527	5,329	5,329	14,211	8,882	8,882	34,105	21,317	8,527
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	45,814	28,634	28,634	76,357	47,723	47,723	183,258	114,536	45,814
6 Del Norte County - Del Norte Senior Center, Inc.	9,030	5,644	5,644	15,051	9,407	9,407	36,122	22,576	9,030
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency									
Alpine County	359	224	224	599	374	374	1,437	898	359
El Dorado County	25,489	15,931	15,931	42,482	26,551	26,551	101,958	63,723	25,489
Service Territory Total	25,848	16,155	16,155	43,081	26,925	26,925	103,395	64,621	25,848
8 Fresno County - Fresno County Economic Opportunities Commission	105,704	66,065	66,065	176,173	110,108	110,108	422,815	264,260	105,704
9 Humboldt Service Territory - Redwood CAA									
Humboldt County	22,274	13,921	13,921	37,124	23,202	23,202	89,097	55,685	22,274
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	5,684	3,553	3,553	9,474	5,921	5,921	0	0	0
Service Territory Total	27,958	17,474	17,474	46,598	29,123	29,123	89,097	55,685	22,274
10 Imperial Service Territory - Campesinos Unidos, Inc.									
Imperial County	10,511	6,569	6,569	17,518	10,949	10,949	42,044	26,277	10,511
San Diego County - Area A	57,586	35,991	35,991	95,976	59,985	59,985	230,343	143,965	57,586
Service Territory Total	68,097	42,560	42,560	113,494	70,934	70,934	272,387	170,242	68,097
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.									
Inyo County	2,938	1,836	1,836	4,897	3,061	3,061	11,753	7,346	2,938
Mono County	3,693	2,308	2,308	6,156	3,847	3,847	14,773	9,233	3,693
Service Territory Total	6,631	4,144	4,144	11,053	6,908	6,908	26,526	16,579	6,631
12 Kern County - Community Action Partnership of Kern	96,374	60,234	60,234	160,624	100,390	100,390	385,498	240,936	96,374
13 Kings County - Kings Community Action Organization, Inc.	13,064	8,165	8,165	21,773	13,608	13,608	52,256	32,660	13,064
14 Lake Service Territory - North Coast Energy Services, Inc.									
Lake County	12,833	8,021	8,021	21,388	13,368	13,368	51,331	32,082	12,833
Mendocino County	15,495	9,684	9,684	25,825	16,141	16,141	61,980	38,738	15,495
Napa County	6,432	4,020	4,020	10,721	6,701	6,701	25,730	16,081	6,432
Solano County	16,902	10,564	10,564	28,169	17,606	17,606	67,606	42,254	16,902
Sonoma County	27,038	16,899	16,899	45,064	28,165	28,165	108,153	67,595	27,038
Yolo County	13,499	8,437	8,437	22,498	14,062	14,062	53,996	33,748	13,499
Service Territory Total	92,199	57,625	57,625	153,665	96,043	96,043	368,796	230,498	92,199
15 Lassen County - Lassen Economic Development Corporation	6,977	4,361	4,361	11,629	7,268	7,268	27,909	17,443	6,977
Los Angeles County									
16 Area A - Maravilla Foundation	171,934	107,459	107,459	286,557	179,098	179,098	687,736	429,835	171,934
17 Area B - Pacific Asian Consortium in Employment	121,539	75,962	75,962	202,566	126,604	126,604	486,158	303,848	121,539
18 Area C - Long Beach Community Action Partnership	106,034	66,271	66,271	176,723	110,452	110,452	424,136	265,085	106,034
19 Madera County - Community Action Partnership of Madera County, Inc.	14,142	8,839	8,839	23,570	14,731	14,731	56,568	35,355	14,142
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	37,305	23,316	9,326
21 Mariposa County - County of Mariposa Health and Human Services Agency	6,632	4,145	4,145	11,053	6,908	6,908	26,526	16,579	6,632

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22 Merced County - Merced County CAA	26,508	16,568	16,568	44,181	27,613	27,613	106,034	66,271	26,509
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	22,737	14,211	5,684
24 Orange County - Community Action Partnership of Orange County	70,524	44,078	44,078	117,540	73,463	73,463	282,097	176,311	70,524
25 Placer Service Territory - Project GO, Inc.									
Nevada County	17,046	10,654	10,654	28,410	17,756	17,756	68,183	42,614	17,046
Placer County	20,082	12,552	12,552	33,471	20,919	20,919	80,329	50,206	20,082
Service Territory Total	37,128	23,206	23,206	61,881	38,675	38,675	148,512	92,820	37,128
26 Plumas Service Territory - Plumas Co. Community Development Commission									
Plumas County	5,706	3,566	3,566	9,510	5,944	5,944	22,824	14,265	5,706
Sierra County	926	579	579	1,543	964	964	3,702	2,314	926
Service Territory Total	6,632	4,145	4,145	11,053	6,908	6,908	26,526	16,579	6,632
27 Riverside County - Community Action Partnership of Riverside County	110,591	69,119	69,119	184,318	115,199	115,199	442,364	276,478	110,591
28 Sacramento Service Territory - Community Resource Project, Inc.									
Sacramento County	83,780	52,362	52,362	139,633	87,270	87,270	335,118	209,449	83,780
Sutter County	7,412	4,633	4,633	12,353	7,721	7,721	29,648	18,530	7,412
Yuba County	8,185	5,116	5,116	13,641	8,526	8,526	32,740	20,462	8,185
Service Territory Total	99,377	62,111	62,111	165,627	103,517	103,517	397,506	248,441	99,377
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	26,526	16,579	6,632
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	110,184	68,865	68,865	183,640	114,775	114,775	440,735	275,460	110,184
31 San Diego County - Area B - Metropolitan Area Advisory Committee	27,114	16,946	16,946	45,190	28,244	28,244	108,455	67,785	27,114
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	50,566	31,603	31,603	84,276	52,672	52,672	202,262	126,414	50,566
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	13,758	8,599	8,599	22,929	14,331	14,331	55,031	34,394	13,758
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	22,387	13,992	13,992	37,312	23,320	23,320	89,548	55,968	22,387
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	211,167	131,979	52,792
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.									
Monterey County	28,510	17,819	17,819	47,516	29,698	29,698	114,039	71,274	28,510
San Francisco County	25,620	16,012	16,012	42,700	26,687	26,687	102,479	64,050	25,620
San Mateo County	22,072	13,795	13,795	36,787	22,992	22,992	88,289	55,180	22,072
Santa Cruz County	17,053	10,658	10,658	28,422	17,764	17,764	68,214	42,634	17,053
Marin County (WEATHERIZATION/ASSURANCE 16)	9,326	5,829	5,829	15,544	9,715	9,715	0	0	0
San Benito County (WEATHERIZATION/ASSURANCE 16)	6,632	4,145	4,145	11,053	6,908	6,908	0	0	0
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	53,869	33,668	33,668	89,782	56,114	56,114	4,310	2,693	1,077
Service Territory Total	163,082	101,926	101,926	271,804	169,878	169,878	377,331	235,831	94,332
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.									
Shasta County	22,882	14,302	14,302	38,137	23,836	23,836	91,530	57,206	22,882
Tehama County	9,727	6,080	6,080	16,212	10,133	10,133	38,909	24,318	9,727
Service Territory Total	32,609	20,382	20,382	54,349	33,969	33,969	130,439	81,524	32,609
38 Siskiyou County - Great Northern Services	16,421	10,263	10,263	27,368	17,105	17,105	65,684	41,052	16,421
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	43,968	27,480	27,480	73,280	45,800	45,800	175,873	109,921	43,968
40 Tulare County - Community Services & Employment Training, Inc.	60,881	38,051	38,051	101,469	63,418	63,418	243,526	152,204	60,881
41 Ventura County - Community Action of Ventura County, Inc.	28,040	17,525	17,525	46,734	29,209	29,209	112,160	70,100	28,040
42 Association of California Community and Energy Services (ACCES)									
TOTALS	1,945,902	1,216,192	1,216,192	3,243,176	2,026,987	2,026,987	7,783,617	4,864,763	1,945,903

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 24B-2021	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is: November 1, 2023 through June 30, 2025

3. The maximum amount of this Agreement is: Total $525,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Preamble
- Article 1 - Scope of Work
- Article 2 - Contract, Administration and Procedure
- Article 3 - Contract Changes
- Article 4 - Administrative Policies and Procedures
- Article 5 - Administrative and Program Expenditures Requirements
- Article 6 - Reporting Policies and Procedures
- Article 7 - Program Policies and Procedures
- Article 8 - Program Implementation
- Article 9 - Training, Licensing and Certifications
- Article 10 - Compliance Policies and Procedures
- Article 11 - Federal and State Policy Provisions
- Article 12 - General Terms and Conditions GTC 04/2017
- Article 13 - Definitions
- Article 14 - Table of Forms and Documents Incorporated by Reference

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **County of Mariposa**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING	TITLE			
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED			**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED			

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CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **Low-Income Home Energy Assistance (LIHEAP)**

PERIOD: **November 1, 2023 through June 30, 2025**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Title	**Signature**
Agency/Organization	**Date**

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16	
Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproductions Standard Form – LLL

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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of

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INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: csbg.div@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name		
Program Type **(Check One)**	☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** _____	
Contract Number		
Performance Period(s) (mm/dd/yy - mm/dd/yy)		
Agency Unique Entity ID (SAM.gov) **NEW**		
Agency Primary Contact Information *(person responsible for completing thisform)*	Name:	
	Title:	
	E-Mail:	
	Phone:	
Location of Agency	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☐ Yes ☐ No (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	
	Does your agency's total annual federal funding exceed $25 million? ☐ Yes ☐ No (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

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Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

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CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing Chair, Board of Supervisors	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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SUBVENTION CONTRACT

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SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Low Income Home Energy Assistance Program (LIHEAP) in program year 2024 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide services under the weatherization (WX) program, Home Energy Assistance Program (HEAP), and Energy Crisis Intervention Program (ECIP) to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2024.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2024 LIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at CSD's Local Agencies Portal (CSD LAP) under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes Listing on the CSD LAP to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be the period represented on Form STD. 213. Contractor shall perform all work under this Contract prior to, or up to December 31, 2024, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

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1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported, and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC § 8621 et seq.), and the Low Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) § 16367.5 et seq., as amended, and Low Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) § 100800 et seq.); and

1.5.1.3 The Single Audit Act (31 USC § 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards ("Uniform Administrative Requirements") (45 CFR Part 75).

1.5.2 Conflict of Laws.

Contractor shall comply with all applicable laws, regulations, requirements, standards, and guidelines contained in the authorities listed below, as they may be

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amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Contract, then federal law or regulation shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted on the CSD LAP;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted on the CSD LAP;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 That major and material changes in the program and requirements which substantially affect the Contractor's and CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary

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amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations, and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed on the CSD LAP.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

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1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

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ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Contractor's Option of Termination

2.1.1 Notwithstanding the provisions of Section 1.5.3, Contractor may elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, provided:

2.1.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.1.1.2 The notice of termination contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.1.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to Contract termination. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.1.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.1.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.2 Budget Contingencies

2.2.1 Federal Budget Contingency

2.2.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract are expressly contingent on adequate funding being made available to CSD by the United States government.

2.2.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the

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alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may, at its option, give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.2.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.2.1.4 Subject to the provisions of subsection 2.2.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.2.2 State Budget Contingency

2.2.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon CSD's written notice to Contractor that no funds are available for contract implementation, the Contract shall be terminated, CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract, and Contractor shall not be obligated for performance.

2.2.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3 Miscellaneous Provisions

2.3.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

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2.3.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.3.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.3.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.3.4.1 To Contractor's address of record; and

2.3.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

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SUBVENTION CONTRACT

ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 - CONTRACT CHANGES

3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the Contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 To request a minor modification, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), with justification supporting the fund transfer or change request. Contractor may submit the CSD 509 to CSD via email.

3.2.4 Contractor may propose minor modifications for CSD approval, including the following:

3.2.4.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

3.2.4.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

3.2.4.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3;

3.2.4.4 Changes to the Agency Local Plan; or

3.2.4.5 Changes to Fund Transfer Requirements in Article 5.1, Section 5.1.2.

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ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

4.2.2 Limited access to agency assets to authorized personnel who require these assets in

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the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

4.3 Record Retention

4.3.1 Contractor shall comply with the record retention requirements contained in the Uniform Administrative Requirements (45 CFR § 75.361 - § 75.370).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings, or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code § 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor shall maintain the effective insurance policies and bonds, specified below at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of

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this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor shall provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within

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30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract, Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

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4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

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4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC § 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without written consent of the owner.

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4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

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4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of

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services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor shall do the following:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Uniform Administrative Requirements and amendments thereto, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement.

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Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

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4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR § 75.320 & § 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to

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the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.

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4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 Contractor shall immediately notify their CSD Field Representative if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor

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notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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SUBVENTION CONTRACT

FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Fund Transfer Requirements

Subject to CSD approval, Contractor may transfer funds between each of the LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.2.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.2.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.3 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2024, and in accordance with the Agency Local Plan.

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5.1.4 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

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5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at the CSD LAP.

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5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD.

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840(a), the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining

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balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to

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contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

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5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

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5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

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5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, client education, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

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CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements

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programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements.

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, Contractor shall ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to

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providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements, and federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this contract to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating

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and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD LAP.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas; or

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

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5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

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Pursuant to the federal block grant statute and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures in accordance with the terms of this Contract.

5.8.3.3 Tank Repair

Contractor may claim reimbursement for the cost of tank repair separate from the HEAP WPO, ECIP WPO and Supplemental WPO payment as outlined in CPA E-21-04 WPO Benefit Formula Implementation and subsequent CPA modifications.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

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5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another

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weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the

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dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery

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shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

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5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

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Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel, and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance, and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with

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weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization measure and not easily attributable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

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5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household's ineligible for weatherization assistance at the time such services were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an

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emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Managing Alternative Funding

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. The amount billed under both LIHEAP and the alternative funding source cannot exceed the installation cost and maximum reimbursement rate for the measure.

5.8.4.7.4.4 Individual measure leveraging is allowable

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involving the use of LIHEAP funds and an alternative funding source in accordance with TRM Appendix D Energy Audit/Priority List Protocol, Section 5.0., Managing Alternative Funding.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

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ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

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timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

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provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

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expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

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SUBVENTION CONTRACT

PROGRAMMATIC REQUIREMENTS

ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 Contractor shall ensure its LIHEAP Agency Local Plan documents reflect that its proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, or CSD may require Contractor to amend or supplement the responses or documentation prior to execution of this Contract by CSD.

7.1.3 CSD's approval of Contractor's LIHEAP Agency Local Plan documents does not constitute approval of any costs expended under this Contract. Contractor shall ensure all expenditures comply with federal and state requirements that the actual costs are allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide;

7.2.1.1.5 Weatherization DTR;

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7.2.1.1.6 Utility Assistance Data Transfer Business Rules: and

7.2.1.1.7 CSD Training Policies and Procedures Manual (TPPM).

7.2.1.2 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 Contractor shall ensure that all work performed complies with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall comply with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall conform with the Uniform Administrative Requirements.

7.2.2.5 All materials used must comply with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be

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applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 Contractor shall ensure the HERS Rater is an independent entity from the Contractor or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and has no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 Dwellings not previously certified to be lead-free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services.

7.2.4.3 Contractor shall assure that an Environmental Protection Agency (EPA) Certified Renovator performs the post-weatherization verification after the completion of weatherization services and that the Assessor deems the weatherized meets EPA Renovation, Repair, and Painting Rule lead-safe standards.

7.2.4.4 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.5 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or

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approved Contractor's equivalent.

7.3 Prioritization of Services

7.3.1 Contractor shall conduct ECIP, HEAP, and Weatherization activities in accordance with the Agency Local Plan in Article 14.

7.3.2 Contractor shall design activities to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

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7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 Ensure that all sites where intake is conducted are accessible to the disabled;

7.5.2.7 Utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

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7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

7.6 Assurance 16 Activity Guidelines

Contractor shall use Assurance 16 program funds for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance

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such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that

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the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.6 Contractor shall provide the California Department of Public Health fact sheet "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided, Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization

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and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

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7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling

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Ventilation Calculation Worksheet, 540D Mechanical Ventilation Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

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7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 REM/Design Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead-Based Paint Regulatory Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry input Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

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7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Portal. The CSD Training Portal is a learning management system that is located and maintained through the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed training records including but not limited to employee legal name, hire date, email, and completion of each training course, the source/location, type/content, completion date, certificates of completion, and completion of training records.

7.8.9.3 Contractor must identify at least one, but not more than two Training Administrators, who will be responsible for adding/editing users, submitting training and on-the job training requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.

7.8.9.4 The On-the-Job Training application page will be migrated from a separate link on the CSD Local Agencies Portal to integrate with the CSD Training Portal by or before November 1, 2023. CSD will notify agencies

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through a notice on the Local Agencies Portal when that function of the portal becomes available.

7.8.9.4.1 CSD shall maintain all training records in the CSD Training Portal for trainings completed through the CSD E-Learning, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.4.2 Contractor shall upload training certificates (or other proof of training completion or Contractor licensing) in the CSD Training Portal for certifications or trainings provided by third parties. Examples include Contractor licensing from the California Contractors State License Board, and individual employee Building Performance Institute (BPI) certifications, EPA Renovator certification, or other required training as designated by CSD.

7.8.9.4.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors as for the Contractor employees.

7.8.9.4.4 Contractor and subcontractors must input new field personnel into the learning management system within three days of hire. Contractor and subcontractors shall update the CSD Training Portal in a timely manner, with employee completed course information and/or uploaded certifications on or before the first (1st) day of each subsequent month following the completion of training.

7.8.9.5 Equipment

7.8.9.5.1 Contractor shall ensure its employees and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

7.8.9.5.2 Contractor shall ensure its employees and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.5.3 Contractor shall ensure its employees and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall

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document the retirement or loss of the equipment.

7.8.9.6 Energy Audits

7.8.9.6.1 Contractor shall maintain electronic records generated from the REM/Design and/or Targeted Retrofit Energy Analysis Tool (TREAT) energy audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings, or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.6.2 Contractor shall make all records generated from the REM/Design and/or TREAT audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of an inspection or monitoring.

7.8.9.6.3 Contractor shall submit all energy audits through the CSD Energy Audit Submittal System, including the initial audit submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.6.3.1 Changes in measure cost between initial work scope estimates and actual installation cost;

7.8.9.6.3.2 Input of final duct and/or shell leakage readings to replace estimated leakage used for the initial improvement analysis;

7.8.9.6.3.3 Changes to the final scope of work; including any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all

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client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures, and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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SUBVENTION CONTRACT

ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or

8.1.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.

8.1.1.3 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.4 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Contractor may only provide eligible households with one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to providing one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, Contractor may provide eligible households with ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of

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clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or

8.2.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.

8.2.1.3 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.4 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.5 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.6 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.7 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

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8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are

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demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Contractor shall provide tenants a written summary of these conditions with the current telephone number of the Contractor and instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for

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each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract, and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

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8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, or hospital, may be weatherized under this Contract.

8.2.2.9.4 Group Homes
The maximum reimbursement for a group home shall be equal to the current maximum average allowed for single family and multi-unit dwellings. If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit.

8.2.2.9.5 Shelters/Homeless Individuals
Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For the purpose of determining how many dwelling units exist in a shelter, a grantee may count each 800 square feet of the shelter as a dwelling unit or it may count each floor of the shelter as a dwelling unit. Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is temporary and that admittance criterion complies with CSD contract eligibility guidelines, whether or not rent is paid has no effect on eligibility.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

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8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged or cost-shared with alternative funding as defined in Section 5.8.4.7.4. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network

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of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings
8.2.4.7.2.1 To ensure compliance with Section 106 of the

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National Historic Preservation Act (54 USCS § 100101 et seq. & § 300101 et seq., former 16 USCS § 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Diagnostic Testing

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and Contractor should refer the applicant to the local Housing and Community Development Department, or other similar organizations or programs.

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8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.5 Duct and Shell Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

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8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

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8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

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8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

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8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD LAP.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, a copy of the written notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve an emergency as defined in 42 USC § 8622(1), including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local

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declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor shall provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

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8.3.3.1 Contractor shall provide ECIP Fast Track and WPO Services in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Contractor shall provide assistance only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall retain appropriate documents in each applicant's file establishing applicant eligibility.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622(1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

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8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges

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and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms

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payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire

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CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as

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specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. SWEATS services are further defined in guidance memorandum CPN-E-20-01 SWEATS Policy, and services shall be administered in accordance with guidelines, reimbursement provisions, and other information issued by CSD during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance shall be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must

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demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: accurate reporting of dwelling characteristics, confirmation of pre and post blower door and duct testing results were accurately reported and coincided with the reported data on the CSD 704 Shell Leakage Datasheet and CSD 706 Duct Leakage Datasheet; measured insulation R-values, accurate reported efficiencies and costs of heating/cooling and water heating

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appliance efficiency installations; and that the costs billed do not exceed the improvement costs identified in the Improvement Analysis Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration, and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

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8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve an identified Fail or Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the ~~Ffailsor~~ Fails or Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Fails and Hazard Fails remains unresolved.

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8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

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ARTICLE 9 - TRAINING, LICENSING, AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 Contractor shall train weatherization personnel in accordance with the CSD's statewide training program as outline in the TPPM.

9.1.2 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization services, the following documents:

9.1.2.1 CSD TRM;

9.1.2.2 CSD Training Policies and Procedures Manual (TPPM);

9.1.2.3 Other applicable policies and procedures;

9.1.2.4 Official State and Federal Program Notices; and

9.1.2.5 Current CSD Field Forms.

9.1.3 As defined in the TPPM, five field positions describe the types of weatherization duties that field personnel perform and are expected to perform. All weatherization field personnel must be assigned to a field position. Although actual Contractor and subcontractor employee job titles may vary, the CSD-defined field positions are: Installer, Diagnostic Technician, Assessor, Inspector, and Field Supervisor. Required training for each training path builds incrementally upon the preceding training path(s), creating prerequisite training before the desired training path may be begun.

9.1.4 All required training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued through the CSD Training Portal upon successful completion of each course and/or training path, unless otherwise noted.

9.1.5 Training Provisions for Staff of Contractor

9.1.5.1 Within three days of the date of hire, Contractor shall ensure field personnel (training candidate) are entered into the CSD Training Portal. Contractor Training Administrator shall determine the intended field position of a training candidate.

9.1.5.2 Contractor's field personnel shall participate in the courses outlined for their field position within the timelines outlined in the CSD TPPM, Training Table 1. All courses in a training path must be completed and passed successfully before any candidate can work unsupervised in the capacity of the assigned field position.

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9.1.5.3 Contractor employees failing to demonstrate appropriate knowledge and skills in a course or training path will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity without appropriate supervision of an employee holding a current certificate in that training path, until the candidate successfully completes the required training and field evaluation.

9.1.5.3.1 With the exception of the Installer training path, successful completion of this evaluation component by Contractor's personnel is required before a training path certificate may be issued.

9.1.5.4 Supplementary certificates and specific adjunct competency certification are required for specific field positions in accordance with the TPPM Training Table 1.

9.1.6 Training Provisions Based Upon Job Duties:

9.1.6.1 For weatherization services performed on pre-1978 units, all Contractor's work crews who perform basic weatherization or specialty services are required to be trained in Lead-Safe Weatherization. This requirement may be met by completing EPA RRP Certified Renovator training (additional information is available in Section 9.6) or through completing the CSD Lead-Safe Weatherization training. No employee of a contractor shall perform work in a pre-1978 dwelling until the required training has been received. All work performed in a pre-1978 dwelling shall be under the supervision of an EPA Certified Renovator.

9.1.6.2 When job duties include basic measure installation, weatherization employees of Contractor shall complete the Installer training path.

9.1.6.2.1 Within 180 calendar days of employment, Installer employees of Contractor shall complete Health and Safety, Installer Preparation courses, and Lead-Safe Weatherization Training as defined by the CSD TPPM Training Table 1.

9.1.6.3 When job duties include diagnostic work (i.e., combustion appliance safety, duct leakage testing, and shell leakage testing), Contractor weatherization employees shall complete the Diagnostic Technician training path. No Contractor employee shall perform diagnostic testing without having completed the required prerequisite courses for the Installer training path without supervision by an employee holding the appropriate training path certificate.

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9.1.6.3.1 Subsequent to successful completion of a training path or Diagnostic component course, Contractor employees are required to participate in a training center skills evaluation or a monitored field evaluation under the supervision of a third-party training provider to evaluate employee knowledge and skill.

9.1.6.4 When job duties include performing Assessments, weatherization employees of Contractor shall complete the Assessor training path and the prerequisite courses required for the Installer and Diagnostic Technician training paths. Certificates of Completion shall be issued following successful completion of a field evaluation, which follows completion of all training, and is supervised by CSD or its third-party training provider to evaluate employee skill and knowledge in performing Assessments.

9.1.6.5 When job duties include performing Inspections, weatherization employees of Contractor who perform Inspections shall complete the Inspector training path. Completion of the Inspector training path also requires completion of prerequisite courses for the Installer, Diagnostic Technician, and Assessor training paths. No employee of Contractor shall perform Inspections without having completed the required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training field evaluation, which follows completion of all training path courses, and is supervised by CSD or its third-party training provider to evaluate employee skill and knowledge in performing Inspections.

9.1.6.6 When job duties include performing supervision of Contractor employees, these Contractor employees shall complete the Field Supervisor training path. Completion of the Field Supervisor training path also requires completion of prerequisite courses for the Installer, Diagnostic Technician, Assessor, and Inspector training paths. No employee of Contractor shall perform Field Supervision duties without having completed the required training. Certificates of Completion shall be issued following successful completion of Field Supervisor training.

9.1.7 Training Provisions for Staff of Subcontractors

9.1.7.1 Subcontractors are subject to separate training requirements. Contractor is responsible for ensuring subcontractor workforce is competent in the weatherization work for which they are subcontracted. All subcontractor required trainings are defined in the TPPM, Training Table 2 (excerpted, and provided on the Local Agencies Portal). Based upon the type of work the subcontractor will perform, all courses in a training path must be completed and passed successfully.

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9.1.7.2 Training and technical assistance funds may be used to train Contractor's subcontractors participating in the program. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission to training (when applicable), and for course materials.

9.1.7.3 Within three days of the date of hire, Contactor shall enter subcontractor field personnel into the CSD Training Portal. Contractor Training Administrator shall assign the intended field position of a training candidate.

9.1.7.4 When a subcontractor's work includes diagnostic testing, courses and skills evaluations for the Diagnostic Technician field position must be completed before diagnostic work may be performed.

9.1.7.5 If subcontractor training is not yet completed, agency personnel who have successfully completed the Diagnostic Technician training path may perform diagnostic testing in lieu of the subcontractor.

9.1.7.6 Supplementary certificates and an adjunct competency certification are required for the Inspector training path as described in the TPPM Training Table 2.

9.2 Training Transition Plan

9.2.1 Transition requirements will be based on the individual field worker's hire date and assigned field position as determined by Contractor Training Coordinator, and according to the TPPM.

9.2.2 In accordance with the TPPM Training Transition Table, field personnel hired before a specified transition date, having already completed specified trainings prior to the transition date, will not be required to complete additional training. They will be issued a training path certificate for the field position for which they qualify. This training path certificate will be valid for three years from the transition date.

9.2.2.1 Field personnel hired on or after the transition date will be required to complete all prerequisites and courses defined by the TPPM for the assigned training path.

9.2.2.2 If Contractor's and/or subcontractor's employee's training path certificate is kept in good standing with no quality assurance findings, a training path certificate may remain valid for three years. After that period, a refresher training will be required for the certificate to be retained.

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9.2.3 As network-wide training needs continue to be assessed and evolve, training requirements defined in the TPPM may be adjusted by CSD, with all change(s) communicated to Contractor and subcontractors in writing and with at least 30-day notice before implementation.

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act, Section 402 (15 USC § 2601 et seq.; 40 CFR § 745.226 & 227);

9.2.3 Contractor, unless otherwise exempt from the licensing requirement, shall upload and maintain a copy of the current Class "B" CSLB license into the CSD Training Portal.

9.2.4 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.5 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

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9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

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SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Contractor shall comply with any duly authorized representative of the federal or state government who is conducting a monitoring visit, audit, or an investigation in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at the CSD LAP.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal

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funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

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In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for FedEx:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

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10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Accounting Services Unit (FASU) will send an invoice. Contractor will tender payment to FASU or a repayment plan acceptable to FASU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

10.3 Compliance Monitoring

10.3.1 Contractor shall substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 Contractor shall ensure that funds allocated are expended for the purposes identified in federal law and state law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements.

10.3.3 Contractor shall comply with CSD's on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file

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reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Contractor shall cooperate with CSD, including its representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

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10.3.8.4 Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate

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information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, and in state regulations (see 22 CCR § 100875). Contractor agrees that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement

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this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions,

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Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be

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used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

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10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor shall cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

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10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this

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Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2024.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2024, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2024, expenditure date requirement. Based upon these reports, CSD may determine that

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Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by December 31, 2024, CSD will notify the Contractor no later than December 10, 2024 requesting the Contractor submit a request to expend beyond December 31, 2024.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractor's upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2025, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2025 and reported no later than March 31, 2025, Contractor will receive their full allocation but will not be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2025 and reported no later than March 31, 2025, the 2025 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2024 expenditure period reported no later than January 31, 2025.

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SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Contractor Certification Clauses (CCC-04/2017)

11.1.1.2 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.3 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD LAP.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC § 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of

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1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements including information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.4.1 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary

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exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)".

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers,

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Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion, may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a Unique Entity Identifier assigned by the System for Award Management (SAM) if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor certifies that it will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

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11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The HHS will conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et

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seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

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SUBVENTION CONTRACT

ARTICLE 12 -GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

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SUBVENTION CONTRACT

ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

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California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Categorically Eligible: Certain households will be determined "categorically eligible" to participate in LIHEAP without consideration for income, as long as the household meets all the eligibility criteria. This policy only applies to households receiving CalWORKs and CalFresh.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

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CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Definitions

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Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action

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to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, travel and materials and activities to prevent exposure to COVID-19 as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

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Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean

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those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

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Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

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Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Definitions

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Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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SUBVENTION CONTRACT

ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2024 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2024 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

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14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy

14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

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14.3.17 CPN-E-22-07 Evaporated Cooler Replacement Policy

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-622

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency Budget, Recognizing Grant Funds from the California Workforce Development (WFD) Grant, in the amount of $160,000 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency Budget, Recognizing Grant Funds from the California Workforce Development (WFD) Grant, in the amount of $160,000 (4/5ths Vote Required)

The Workforce Development (WFD) budget was unintentionally omitted in the FY 22/23 Budget Preparation.

This Budget Action will establish $160,000 in Revenue and $160,000 in Expenses within the FY 22/23 Budget.

The Workforce Development (WFD) Grant was included in the American Rescue Act of 2021. WFD was designed to establish, expand, train, and sustain state, tribal, local and territorial public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors previously approved the Workforce Development (WFD) Grant Budget for FY 21/22 on December 21, 2021 with Resolution # 2021-693.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this funding source.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3496-401.

ATTACHMENTS

1. **WFD Budget Action**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3496	401	45067	WFD/State Revenue		(160,000)	
3496	401	51111	Salaries		120,000	
3496	401	52101	Retirement-Employer		14,560	
3496	401	52201	Medical Insurance		10,051	
3496	401	52202	Dental Insurance		601	
3496	401	52203	Vision Insurance		590	
3496	401	52205	Life Insurance		197	
3496	401	52208	Medical Insurance Admin Fee		21	
3496	401	52301	Social Security		12,327	
3496	401	52302	Medicare		960	
3496	401	52303	SDI		693	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 11/01/23

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 2023-623

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch

RE: Adopt the Mariposa County Commission on Aging Amended Bylaws

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RECOMMENDATION AND JUSTIFICATION

Adopt the Mariposa County Commission on Aging Amended Bylaws.

In January of 2023 the commission reviewed and updated the bylaws then sent them to County Council to be reviewed and brought up to full legal compliance. All substantial changes are outlined below.

In Article 2, Section 1, Part B - **Removed** "County Commissioners shall comprise at least fifty (50) percent of the County membership to the A12AA Advisory Council. Such members are to be appointed by the Board of Supervisors."

In Article 4, Section 1 - **Removed** "The affected Commission member is considered a voting member until official notification." **Added** "A Commissioner representing a supervisorial district will continue to serve when their term has expired unless said member resigned or is replaced."

In Article 4, Section 4 - **Removed** "If any member is absent from a regular meeting without a valid excuse, that member will receive a courtesy letter explaining that a second absence without a valid excuse within the same calendar year may result in termination of that member's appointment. If any member is absent from two (2) regular meetings during a calendar year without a valid excuse, the Chairperson shall notify the Agency Director to request the Board of Supervisors terminate that member's appointment. If the BOS has not taken action to terminate prior to a third consecutive unexcused absence, the individuals will automatically be terminated per BOS Resolution 2022-115. When the member's appointment is terminated, the Director, or their designee, shall then post a notice of vacancy for that position on the Commission to fill the unexpired term." **Added** "If a member of the Commission is absent from three successive regular meetings of the Commission without reasonable cause, as determined by the Chairperson, the office becomes vacant automatically. The Director shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence."

In Article 5, Section 4 - **Removed** "certifying attendance records, and correspondence." **Added** "In conjunction with the Chairperson, Vice- Chairperson, and staff,; the Secretary shall be responsible for preparing and posting the agenda for each regular meeting and notifying the Director, or their designee, regarding necessary appointments. Agendas for Commission meetings shall be distributed to each member of the Board of Supervisors the week before the meeting so they may be aware of the various issues."

In Article 6, Section 1 - **Removed** "Appendix 2 of BOS RES 2022-115"

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has historically reviewed and approved any amendments to bylaws requested by this commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A lack of approval for the amended bylaws will require the commission to continue using the current set of bylaws.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **COA Bylaws Proposed Revisions 11.2023 (2)**
2. **COA Bylaws 11.2023 (With edits implemented)**

VOTE RESULT

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

MARIPOSA COUNTY COMMISSION ON AGING
BYLAWS

ARTICLE I - NAME
ARTICLE II - FUNCTIONS OF THE COMMISSION
ARTICLE III - MEMBERSHIP
ARTICLE IV - TERM OF OFFICE AND VACANCIES
ARTICLE V - OFFICERS
ARTICLE VI - MEETINGS, QUORUM, COMMITTEES
ARTICLE VII - AMENDMENTS

ARTICLE I - NAME

Section 1. The name of this organization shall be the Mariposa County Commission on Aging, hereinafter referred to as the Commission.

ARTICLE II - FUNCTIONS OF THE COMMISSION

Section 1. The functions of the Commission shall remain as those set forth in Mariposa County Resolution No. 05-584 and shall now include the following:

A. Act in an advisory capacity to the Board of Supervisors and formulate and transmit, in writing to the Board, statements of the opportunities and problems for the senior population in the community, including suggestions and solutions as appropriate. All correspondence generated by the Commission shall be presented through the Health and Human Services Agency Director, or their designee, to the Board of Supervisors for itstheir approval before mailing or distribution.

B. Work with and through the Area 12 Agency on Aging (A12AA) Advisory Council to promote advocacy for seniors in the County and in Public Service Area 12. County Commissioners shall comprise at least fifty (50) percent of the County membership to the A12AA Advisory Council. Such members are to be appointed by the Board of Supervisors.

Commented [CS1]: See insert in Article III, Section 2

C. Provide better communication between the senior population and the balance of the community. Act as an instrument to assist seniors in taking advantage of available opportunities and in finding solutions to community problems which may affect them.

D. The Commission will rRecruit and recommend prospective Commission members from within the County to the Board of Supervisors for appointment.

ARTICLE III - MEMBERSHIP

Section 1. The Commission shall be composed of ten (10) regular voting members. Each supervisorial district will be represented by one (1) member~~;~~, the remaining five (5) members will be at-large. All members will be appointed and approved by the Board of Supervisors.

Section 2. For every six thousand (6,000) residents of the County, the Board of Supervisors shall appoint one (1) member to the Area 12 Agency on Aging Advisory Council. At least fifty (50) percent of these appointments shall be Commission members.

ARTICLE IV - TERM OF OFFICE AND VACANCIES

Section 1. The term of each person appointed to the Commission representing a supervisorial district shall correspond to the term of the Supervisor nominating that Commissioner and shall terminate when that Supervisor leaves office for any reason or commences a new term in office. ~~The affected Commission member is considered a voting member until official notification.~~ A Commissioner representing a supervisorial district will continue to serve when their term has expired unless said member resigned or is replaced.

Section 2. The term of each Commissioner appointed to an at-large position shall be for four (4) years. An at-large Commissioner will continue to serve when their term has expired unless said member resigns or is replaced.

Section 3. The Chairperson shall notify the Board of Supervisors, through the Director, or their designee, in writing, sixty (60) days before the expiration of the term of any at-large Commissioner, so that the Board has sufficient time to consider reappointment or the appointment of a new at-large Commissioner ~~At-Large~~. In order to assist the Chairperson with this responsibility, an updated member roster highlighting district and at-large representation and term expiration will accompany each meeting agenda.

Section 4. If a member of the Commission is absent from three successive regular meetings of the Commission without reasonable cause, as determined by the Chairperson, the office becomes vacant automatically. The Director shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence. ~~If any member is absent from a regular meeting without a valid excuse, that member will receive a courtesy letter explaining that a second absence without a valid excuse within the same calendar year may result in termination of that member's appointment. If any member is absent from two (2) regular meetings during a calendar year without a valid excuse, the Chairperson shall notify the Agency Director to request the Board of Supervisors terminate that member's appointment. If the BOS has not taken action to terminate prior to a third consecutive unexcused absence, the individuals will automatically be terminated per BOS Resolution 2022-115. When the member's appointment is terminated, the Director, or their designee, shall then post a notice of vacancy for that position on the Commission to fill the unexpired term.~~

Commented [CS2]: See Committee Policy-Appendix 2- Article 2, Section C (Resolution 2022-637)

Section 5. If a vacancy occurs for any reason, the Chairperson is to advise the Director of the

vacancy so that a notice of vacancy can be posted. Such notice should indicate if it is to fill the remainder of a District appointee term or is an at-large 4 year term.

ARTICLE V - OFFICERS

Section 1. The officers of the Commission shall be a Chairperson, Vice-Chairperson, and a Secretary. These officers shall be elected by the Commission for a term of two (2) years and shall hold office until their successors are elected. The officers shall be elected at the first official meeting of the calendar year. If a position is vacated prior to that election, then that position will be open for election at the next meeting of the Commission.

Section 2. The Chairperson shall preside at all meetings, is responsible for the maintenance of order and decorum at all times and shall act as the official liaison between the Commission and the Board of Supervisors. The Chairperson shall have the authority to appoint a spokesperson to the Board in those instances when she/he deems it appropriate or she/he is unable to perform this function.

Section 3. The Vice-Chairperson shall perform the duties of the Chairperson in her/his absence. The Vice-Chairperson shall act as Program Chairperson to obtain speakers for meetings as requested by the Commission.

Section 4. The Secretary shall be responsible for handling Commission~~committee~~ correspondence,~~;~~ maintaining a roster of active members,~~; for~~ keeping the roll, certifying the presence of a quorum, and creating the minutes of all actions as they occur at all meetings~~, certifying attendance records, and correspondence~~. In conjunction with the Chairperson, Vice-Chairperson, and staff,~~;~~ the Secretary shall be responsible for preparing and posting the agenda for each regular meeting and notifying the Director, or their designee, regarding necessary appointments. Agendas for Commission meetings shall be distributed to each member of the Board of Supervisors the week before the meeting so they may be aware of the various issues.

ARTICLE VI- MEETINGS, QUORUM, COMMITTEES

Section 1. The Commission shall establish a regular time and place of meeting and shall hold at least four (4) meetings per calendar year. Meetings shall be duly posted and open to the public. The staff person assigned to the Commission~~COA~~ shall be responsible for: posting all notices and agendas as required by the Brown Act, ~~and Appendix 2 of BOS RES 2022-115,~~ including keeping a record of such postings~~,~~; reproducing and distributing Commission~~COA~~ notices, agendas, and minutes for all meetings, as needed; ~~for~~ posting meeting agendas on the County's agenda management system, at the meeting location and other applicable public locations no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting and, upon request, to mail/email such notices and agendas. All such materials must be in compliance with the County ~~b~~Branding ~~p~~Policy and provide contact information as to how to obtain ADA special assistance if needed to participate in the meeting.

Section 2. A simple majority of the appointed members of the Commission shall constitute a quorum for the conduct of business. A simple majority vote of the quorum present at any

meeting is required to take action. Parliamentary procedures shall be according to Rosenberg's Rules of Order. Each Commission~~BOS approved~~ member has one vote and no proxy. The Commission shall keep an accurate record of its proceedings and transactions and shall report to the Board of Supervisors by the Commission's approved minutes of each meeting, by special report when the Commission deems it appropriate, or when requested by the Board of Supervisors. The Commission~~COA~~ may formulate specific procedural rules of governance when required by resolutions, ordinances or laws.

Section 3. The elected officers of the Commission shall be the Rules Committee. The bulk of the work of the Commission shall be conducted through ad-hoc committees appointed by the Rules Committee or elected by a majority of the Commission~~COA~~ at a regular or special ~~COA~~ meeting to address specific topics as they arise. When an ad-hoc committee is appointed, it should focus on three (3) primary objectives:

A. Gather all available information on resources regarding the subject of the committee.
B. Determine if these resources are adequate.
C. Recommend a course of action to the Commission.

Section 4. Members of the Commission may receive, with prior approval, reimbursement for mileage, County travel, and/or other expenses incurred in the performance of duties as a member of the Commission. Approval shall be obtained from the County Administrative Officer through the ~~Agency~~ Director, or their designee.

ARTICLE VII - AMENDMENTS

Section 1. These Bylaws may be amended by a majority vote of the quorum present at any regular meeting, provided that notice of such proposed amendment(s) and the nature thereof has been given at the previous meeting.

PASSED AND ADOPTED THIS _____ DAY OF _____ , 2023

_____ _____

CHAIRPERSON SECRETARY

ADOPTED BY THE MARIPOSA COUNTY COMMISSION ON AGING 10-25-2023
APPROVED BY THE MARIPOSA COUNTY BOARD OF SUPERVISORS 11-21-2023

MARIPOSA COUNTY COMMISSION ON AGING
BYLAWS

ARTICLE I - NAME
ARTICLE II - FUNCTIONS OF THE COMMISSION
ARTICLE III - MEMBERSHIP
ARTICLE IV - TERM OF OFFICE AND VACANCIES
ARTICLE V - OFFICERS
ARTICLE VI - MEETINGS, QUORUM, COMMITTEES
ARTICLE VII - AMENDMENTS

ARTICLE I - NAME

Section 1. The name of this organization shall be the Mariposa County Commission on Aging, hereinafter referred to as the Commission.

ARTICLE II - FUNCTIONS OF THE COMMISSION

Section 1. The functions of the Commission shall remain as those set forth in Mariposa County Resolution No. 05-584 and shall now include the following:

A. Act in an advisory capacity to the Board of Supervisors and formulate and transmit, in writing to the Board, statements of the opportunities and problems for the senior population in the community, including suggestions and solutions as appropriate. All correspondence generated by the Commission shall be presented through the Health and Human Services Agency Director, or their designee, to the Board of Supervisors for its approval before mailing or distribution.

B. Work with and through the Area 12 Agency on Aging (A12AA) Advisory Council to promote advocacy for seniors in the County and in Public Service Area 12.

C. Provide better communication between the senior population and the balance of the community. Act as an instrument to assist seniors in taking advantage of available opportunities and in finding solutions to community problems which may affect them.

D. Recruit and recommend prospective Commission members from within the County to the Board of Supervisors for appointment.

ARTICLE III - MEMBERSHIP

Section 1. The Commission shall be composed of ten (10) regular voting members. Each supervisorial district will be represented by one (1) member; the remaining five (5) members will be at-large. All members will be appointed and approved by the Board of Supervisors.

Section 2. For every six thousand (6,000) residents of the County, the Board of Supervisors shall appoint one (1) member to the Area 12 Agency on Aging Advisory Council. At least fifty (50) percent of these appointments shall be Commission members.

ARTICLE IV - TERM OF OFFICE AND VACANCIES

Section 1. The term of each person appointed to the Commission representing a supervisorial district shall correspond to the term of the Supervisor nominating that Commissioner and shall terminate when that Supervisor leaves office for any reason or commences a new term in office. A Commissioner representing a supervisorial district will continue to serve when their term has expired unless said member resigned or is replaced.

Section 2. The term of each Commissioner appointed to an at-large position shall be for four (4) years. An at-large Commissioner will continue to serve when their term has expired unless said member resigns or is replaced.

Section 3. The Chairperson shall notify the Board of Supervisors, through the Director, or their designee, in writing, sixty (60) days before the expiration of the term of any at-large Commissioner, so that the Board has sufficient time to consider reappointment or the appointment of a new at-large Commissioner. In order to assist the Chairperson with this responsibility, an updated member roster highlighting district and at-large representation and term expiration will accompany each meeting agenda.

Section 4. If a member of the Commission is absent from three successive regular meetings of the Commission without reasonable cause, as determined by the Chairperson, the office becomes vacant automatically. The Director shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Section 5. If a vacancy occurs for any reason, the Chairperson is to advise the Director of the vacancy so that a notice of vacancy can be posted. Such notice should indicate if it is to fill the remainder of a District appointee term or is an at-large 4 year term.

ARTICLE V - OFFICERS

Section 1. The officers of the Commission shall be a Chairperson, Vice-Chairperson, and a Secretary. These officers shall be elected by the Commission for a term of two (2) years and shall hold office until their successors are elected. The officers shall be elected at the first official meeting of the calendar year. If a position is vacated prior to that election, then that position will be open for election at the next meeting of the Commission.

Section 2. The Chairperson shall preside at all meetings, is responsible for the maintenance of order and decorum at all times and shall act as the official liaison between the Commission and the Board of Supervisors. The Chairperson shall have the authority to appoint a spokesperson to the Board in those instances when she/he deems it appropriate or she/he is unable to perform this function.

Section 3. The Vice-Chairperson shall perform the duties of the Chairperson in her/his absence. The Vice-Chairperson shall act as Program Chairperson to obtain speakers for meetings as requested by the Commission.

Section 4. The Secretary shall be responsible for handling Commission correspondence, maintaining a roster of active members, keeping the roll, certifying the presence of a quorum, and creating the minutes of all actions as they occur at all meetings. In conjunction with the Chairperson, Vice- Chairperson, and staff, the Secretary shall be responsible for preparing and posting the agenda for each regular meeting and notifying the Director, or their designee, regarding necessary appointments. Agendas for Commission meetings shall be distributed to each member of the Board of Supervisors the week before the meeting so they may be aware of the various issues.

ARTICLE VI- MEETINGS, QUORUM, COMMITTEES

Section 1. The Commission shall establish a regular time and place of meeting and shall hold at least four (4) meetings per calendar year. Meetings shall be duly posted and open to the public. The staff person assigned to the Commission shall be responsible for: posting all notices and agendas as required by the Brown Act, including keeping a record of such postings; reproducing and distributing Commission notices, agendas, and minutes for all meetings, as needed; posting meeting agendas on the County's agenda management system, at the meeting location and other applicable public locations no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting and, upon request, to mail/email such notices and agendas. All such materials must be in compliance with the County Branding Policy and provide contact information as to how to obtain ADA special assistance if needed to participate in the meeting.

Section 2. A simple majority of the appointed members of the Commission shall constitute a quorum for the conduct of business. A simple majority vote of the quorum present at any meeting is required to take action. Parliamentary procedures shall be according to Rosenberg's Rules of Order. Each Commission member has one vote and no proxy. The Commission shall keep an accurate record of its proceedings and transactions and shall report to the Board of Supervisors by the Commission's approved minutes of each meeting, by special report when the Commission deems it appropriate, or when requested by the Board of Supervisors. The Commission may formulate specific procedural rules of governance when required by resolutions, ordinances or laws.

Section 3. The elected officers of the Commission shall be the Rules Committee. The bulk of the work of the Commission shall be conducted through ad-hoc committees appointed by the

Rules Committee or elected by a majority of the Commission at a regular or special meeting to address specific topics as they arise. When an ad-hoc committee is appointed, it should focus on three (3) primary objectives:

A. Gather all available information on resources regarding the subject of the committee.
B. Determine if these resources are adequate.
C. Recommend a course of action to the Commission.

Section 4. Members of the Commission may receive, with prior approval, reimbursement for mileage, County travel, and/or other expenses incurred in the performance of duties as a member of the Commission. Approval shall be obtained from the County Administrative Officer through the Director, or their designee.

ARTICLE VII - AMENDMENTS

Section 1. These Bylaws may be amended by a majority vote of the quorum present at any regular meeting, provided that notice of such proposed amendment(s) and the nature thereof has been given at the previous meeting.

PASSED AND ADOPTED THIS _____ DAY OF _____ , 2023

_____ _____

CHAIRPERSON SECRETARY

ADOPTED BY THE MARIPOSA COUNTY COMMISSION ON AGING 10-25-2023
APPROVED BY THE MARIPOSA COUNTY BOARD OF SUPERVISORS 11-21-2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-624

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with the Board of Trustees of Leland Stanford Junior University Accepting the Stanford Impact Labs Fellowship Funds; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Fellowship Funding $50,000 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Board of Trustees of Leland Stanford Junior University Accepting the Stanford Impact Labs Fellowship Funds; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Fellowship Funding $50,000 (4/5ths Vote Required)

Mariposa County applied for and was awarded this fellowship award from the Stanford Impact Labs this month. The funds from this fellowship will support the development of a Housing Trust Fund. The goal of the Housing Trust Fund is to stimulate growth in the workforce and affordable housing in Mariposa County. The lack of housing in Mariposa County is a significant problem. There is a very limited inventory of housing affordable to any income level. A 2023 Non-residential Market Study found that “A major barrier to economic growth in the County is the shortage of housing... The County’s residential inventory is constrained with a net decrease of about 350 residential units between 2010 and 2022.” In this same study, it was noted that more than half of renters and more than a quarter of homeowners are classified as housing cost-burdened. As a result of this crisis, the County’s Board of Supervisors in its most recent strategic plan identified improving housing conditions as one of its five strategic directions (Objective 3.1 “Every person has a home”). As part of that strategic direction, the County has prioritized the establishment of a community housing trust fund.

This work this fellowship will fund includes engaging Mariposa residents and the County’s Housing Programs Advisory Committee (HPAC) in the development of the Housing Trust Fund, identifying an ongoing source of revenue for the Housing Trust Fund to ensure its sustainability (e.g. an impact fee or percentage of local TOT), determining the eligible uses and the processes for applying for Housing Trust Fund dollars, training for community design and development staff, and establishing a legal framework and governance structure for the Housing Trust Fund, and beginning the disbursement of funds through the Housing Trust Fund. Mariposa County aims to achieve these goals and objectives by the end of 2024. Mariposa County is well-positioned to launch the Housing Trust Fund. The Mariposa County Board of Supervisors contributed $1.4 million to a line item for FY23 to provide seed money to the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Planning Department will not be able to access the awarded funds.

FINANCIAL IMPACT

This action will generate external funding in the amount of $50,000.

ATTACHMENTS

1. **Fellowship Agreement**
2. **Budget Action Form - Item 747**

VOTE RESULT

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

Agreement Number:

Collaborative Fellowship Agreement

The Board of Trustees of the Leland Stanford Junior University ("Stanford"), on behalf of its Stanford Impact Labs ("SIL"), awards a Fellowship in the amount of $50,000 to County of Mariposa ("Recipient") for a project entitled Evidence For Policy Fellowship, under the direction of Ben Goger.

Scope of Work and Deliverables

Recipient will use reasonable efforts to perform and provide the deliverables as outlined in this section ("Fellowship Program").

Recipient shall:

a. Participate fully in all Fellowship Program activities.
   Recipient shall attend a two-day in-person kickoff workshop at Stanford University, virtual learning sessions (approximately monthly), and a two-day in-person closing workshop at Stanford University.

b. Develop a project workplan and budget early during the Fellowship Program.
   The first quarter of the Fellowship period will include setting goals for the Fellowship, identifying how you want to use evidence and data to support your efforts, and aligning staff time and human resources in support of this. Participants will identify what information/data they need, where they will get it, and how they might use it. Based on the above, participants will develop a workplan and budget for implementation, and decide on a final deliverable.

c. Execute a data, evidence, or innovation project in close coordination with Stanford Impact Labs staff. During the remainder of the Fellowship, Recipient will implement the work plan. Some potential projects may include:
   - Conducting a needs assessment
   - Designing and piloting a new program or offering
   - Evaluating and improving current programs or services
   - Developing and implementing a framework to measure organizational impact
   - Building systems and approaches to enable a data-driven learning culture.
   - Collecting community or resident feedback on current services.

   As part of the fellowship, Recipient may also actively work towards building relationships, and potentially formal partnerships, with researchers.

   During this period of implementation, Recipient will have access to regular one-on-one support from Stanford Impact Labs staff and consultants. Recipient is expected to meet with Stanford Impact Labs staff and consultants at least once every month to update on progress and implementation plans.

d. Deliver a final deliverable, and a final financial report

At the end of the Fellowship, Recipient will submit the final deliverable established at the beginning of the Fellowship period. Recipient will also submit a final report on spending.

e. Fellowship Reflection

Recipient shall submit a written Fellowship Reflection to SIL staff and engage in a reflection conversation with SIL staff.

Period of Performance

The period for this Fellowship will start on Nov 30, 2023 and end on Nov 29, 2024.

Payment

Payment for Fellowship will be issued quarterly. Recipient shall submit invoices for each quarterly payment. All invoices shall be submitted using Recipient's standard invoice and will include a reference to Agreement Number [Insert Agreement Number]. Invoices and questions concerning invoice receipt or payments shall be directed to:

Sharon Beckstrand
Stanford Impact Labs
Email: sbeckst1@stanford.edu

Use of Funds

The funding is designed as flexible resources to support Recipient's participation in the Fellowship and the activities of the Fellowship Program.

The funding may only be used within the scope of the Fellowship activities and workplan. Potential costs may include (but are not limited to):

- Conducting surveys, interviews or focus groups (compensating participants, printing materials, venue costs, catering, translation services, etc.)
- Travel and accommodation for the purposes of holding surveys, interviews, or focus groups
- Engaging consultants/contractors e.g. for developing data systems or dashboards.
- Engaging existing colleagues on staff for activities related to the Fellowship project
- Hiring temporary or part-time support for Fellowship activities
- Purchasing software, licenses, or otherwise upgrading organizational data infrastructure
- Professional training related to the project (e.g. data analysis)

Funds may not be used for:

- Construction or capital improvements
- Alcoholic beverages
- Lobbying (as described by tax code)
- Indirect costs in excess of 10%

Plans to sub-grant Fellowship funds (to local chapters of umbrella organizations, for instance) must be discussed and require the prior written approval of SIL staff.

Reporting

Recipient shall complete a one-hour end-of-Fellowship debrief with SIL staff and an end-of-Fellowship written reflection.

Written reflections may capture:

- Feedback on the Fellowship programming, content, etc.
- A detailing of the effectiveness and outcomes of the Fellowship Program
- A qualitative description of ways (positive/negative/null) the Fellowship or accompanying funding supported organizational priorities
- A reflection on how skills, tools, and resources from/during Fellowship contributed or might contribute in the future to long-term organizational goals
- A discussion of progress made in addressing a challenging social problem
- Suggestions for continued engagement with their cohort, Stanford Impact Labs, and Stanford University more broadly
- Specific recommendations for improvements to the Fellowship structure or content.

The written reflections will provide input into SIL's learning agenda as to how Stanford Impact Labs can best support social sector organizations to use data and evidence to drive social change.

At the end of the Fellowship, Recipient will provide a financial report of how the resources were spent.

Intellectual Property

Recipient owns the entire right, title, and interest to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by Recipient in the performance of the Fellowship Program and funded under this Agreement ("Recipient Outputs"). Recipient shall grant Stanford an irrevocable, royalty-free, non-transferable, non-exclusive right to access Recipient Outputs for non-commercial, academic, or research purposes. Stanford Impact Labs owns materials and information about the Fellowship program activities and outputs, in accordance with SIL's learning agenda around data and evidence to address social problems.

Use of Name

Neither party shall use the other party's name, trademarks, other logos, quotes, photos or other personal information in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Collaborative Fellowship Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Confidentiality

The parties agree that only Confidential Information required for performance of the Fellowship Program shall be exchanged. Confidential Information may include documents, materials or data provided by one party to the other in writing or other tangible form and marked as "Confidential." If a disclosure is made verbally, the disclosing party shall reduce such disclosure to writing marked as "Confidential". Confidential information does not apply to research results, supporting data, or to information that:

- Is publicly available through no fault of recipient;
- Is disclosed to the recipient by a third party;
- Is already known to the recipient at time of disclosure; or
- Is developed by the recipient without reference to the Confidential Information; or
- Is required to be disclosed by law, regulation, or court order.

In the event that Confidential Information is exchanged, the parties agree to make no use of such Confidential Information except as necessary for performance of the Project or as otherwise allowed in this Agreement.

Liability

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

Laws and Regulations

Each party is subject to all local, state and federal laws and regulations applicable to its obligations under this Agreement.

Remedies and Dispute Resolution

Failure to comply with any of the terms of this Agreement shall constitute a breach of the Agreement. The breach of any terms of this Agreement shall entitle Stanford Impact Labs to appropriate remedies, including but not limited to:

- Reduction or termination of future funding installments
- Removal of the designation “xx Fellow” and the requirement that the Fellow cease using the Stanford Impact Labs name in connection with its activities.

If any dispute arises between the parties in connection with payments due under this Agreement and it cannot be resolved by mutual agreement after meetings between the parties, it will be finally settled under the JAMS Comprehensive Arbitration Rules and Procedures, by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Palo Alto, California, or at some other mutually agreeable location.

Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

Independent Contractors

Stanford and Sponsor are independent contractors and neither is an agent, joint venturer, or partner of the other.

Governing Law

This Agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement or the Research Program will be adjudicated in the State of California.

The following authorized party representatives have executed this Agreement, including all its terms and conditions.

Mariposa County

The Board of Trustees of the
Leland Stanford Junior University

Agreement Number:

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name _____
Title _____
Date _____

Read and Understood:

Signature:_____
PI Name:_____
PI Title:_____
Date:_____

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3631	249	45547	One Time State Grants		($50,000)	
3631	249	60301	General Professional Services		$30,000	
3631	249	60111	Training and Seminars		$20,000	
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:

The county will be getting grant reimbursement.

DEPARTMENT HEAD Steven J. Engler DATE 11/8/2023

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-628

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with CADD Microsystems for the Amount of $25,089 for Bluebeam Software (to integrate with Tyler Technologies Land Management and Permitting Software project); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with CADD Microsystems for the Amount of $25,089 for Bluebeam Software (to integrate with Tyler Technologies Land Management and Permitting Software project); and Authorize the Board of Supervisors Chair to Sign the Agreement

Bluebeam software is to be utilized for electronic plan review in conjunction with the new Development Services permitting software system (Tyler project). The software provides the platform and features needed for construction level plan review to serve the Building, Planning, EHU, PWD and Fire Departments. The software is utilized in the development industry for plan checking and commenting on plans. The software allows electronic reviews to advance permitting process efficiencies and functionality.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No History of Board Actions on Blue Beam Software.The Board approved Resolution No. 22-396, for the Related Tyler Technologies Land Management Permitting software on June 28, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no electronic plans review and potential delays to the Tyler Permitting software project.

FINANCIAL IMPACT

No budget action required, funds are allocated in Fund 5541 for implementation of Tyler Technologies Project.

ATTACHMENTS

1. **Bluebeam Contract**

VOTE RESULT

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

CADD MICROSYSTEMS

AUTODESK Platinum Partner

BLUEBEAM Platinum Partner

Bluebeam Software & Training
Prepared For: Mariposa County, CA

Quote #Q162936
Quote Date: 11/6/2023
Terms: Net 30

Prepared For:
Steve Engfer
Mariposa County, CA
P.O. Box 2039
5100 Bullion Street
Mariposa CA 95338
United States

Deliver To:
Mariposa County, CA
P.O. Box 2039
5100 Bullion Street
Mariposa CA 95338
United States

Prepared By:
CADD Microsystems Inc.
Bluebeam Account Rep: Bridget Johnson

Terms & Conditions:

1. Payment terms require prior credit approval.
2. Product returns will not be accepted without prior approval.
3. All pre-paid training and consulting services expire one year from date of paid invoice.
4. Prices valid for 30 days or as otherwise specified above.
5. CADD Microsystems does its best to comply with state taxing authorities, however if the state determines that sales tax is due on this purchase the customer assumes full responsibility for sales/use tax if this purchase is found to be taxable by any state authority.
6. CADD Microsystems, Inc. is a Bluebeam Platinum Partner, authorized to sell Bluebeam products and solutions. Terms and Conditions of Use are defined by Bluebeam. Bluebeam's software and services are provided subject to the General Terms and Conditions of Use ("Terms") at https://www.bluebeam.com/legal/terms-of-use . By purchasing Bluebeam software and services or paying for the Bluebeam software and services detailed herein, you hereby accept and agree to the Terms.
7. When converting an existing Bluebeam license to subscription, "Subscription Conversion" as defined by Bluebeam means exchanging a Seat of Revu 20 or earlier Revu version previously purchased with a perpetual license and which is supported by a current Maintenance Subscription for a Seat of a Revu Subscription Package sold as an annual subscription. No fee is due at conversion. On conversion, the Maintenance Subscription for the upgraded Revu perpetual license is terminated and is hereby converted to the Revu Subscription detailed in the applicable order. In addition, Customer agrees that it shall not assign new users to a Revu 20 license that has been processed as a Subscription Conversion. Subscription Conversion is strictly one for one. To the extent allowed under applicable law, Customer agrees to discontinue use, not sell, or assign converted Revu 20 or earlier licenses.

Thank you for providing CADD Microsystems the opportunity to provide this quote.

Items contained on quote are Open Market.
Purchase Orders must be addressed as follows:
CADD Microsystems, Inc.
6361 Walker Lane, Suite #400
Alexandria, VA 22310

Payment remittance address:
CADD Microsystems, Inc.
PO Box 30771
Alexandria, VA 22310

This quote has been prepared for you by:

CADD Microsystems, Inc.
Bluebeam Account Rep
Bridget Johnson
(410) 637-3861
bridget.johnson@caddmicrosystems.com

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Bluebeam Studio Prime
Subscription Period: 1-year from purchase date

Qty.	Description	Unit Price	Ext. Price	Tax %
1	Bluebeam New Studio Prime Level 1 (up to 100 users), Annual Subscription, Cloud	$2,340.00	$2,340.00	

Bluebeam Revu Core
Subscription Period: 1-year from purchase date

Qty.	Description	Unit Price	Ext. Price	Tax %
35	Bluebeam Core New User, Annual Subscription	$300.00	$10,500.00	

Qty.	Description	Unit Price	Ext. Price	Tax %
1	Standard Certified Helpdesk (Gov't) - One Year	$399.00	$399.00	

Bluebeam Consulting:

Please refer to the accompanying document titled "Hourly Assistance Statement of Work" by CADD Microsystems (dated 11/17/22, version 2.4) for details.

Qty.	Description	Unit Price	Ext. Price	Tax %
10	Consultant (Hourly Consulting) - Bluebeam	$185.00	$1,850.00	

Bluebeam Live Training:

CADD's private group training includes up to (8) students. Mariposa County, CA has requested to train a total of (35) students.
To accommodate this request, CADD recommends for Mariposa County, CA to purchase a total of (4) private group training sessions.
- Groups #1, 2 and 3 Training Sessions: Includes up to (9) Students
- Group #4 Training Session: Includes a total of (8) Students

Please note, there is an additional cost for each student that exceeds the eighth person. Please see the additional student rate below.

Qty.	Description	Unit Price	Ext. Price	Tax %
4	Bluebeam Revu Level I: Essentials Group Training (1 day)	$2,200.00	$8,800.00	

Qty.	Description	Unit Price	Ext. Price	Tax %
3	Bluebeam Revu Level I: Essentials Per Additional Student (1 day)	$400.00	$1,200.00	

Training Dates:
- Group #1: Includes up to (9) Students
- Group #2: Includes up to (9) Students
- Group #3: Includes a total of (9) Students
- Group #3: Includes a total of (8) Students

Training Hours: 8:00am -3:30pm PT // 11:00am - 6:30pm ET

Training Location: Delivered Live Online

NOTES:
1. Groups #1, 2 and #3 training sessions includes up to (9) students. Group #4 training session includes a total of (8) students.

2. Mariposa County, CA will be responsible for providing the computers for students, software and installation, and setup of all training machines.

3. CADD workbooks will be provided to class attendees.

4. Please see attached CADD's Student Guide for Live Web-based Training. This document outlines the requirements and some recommendations for students participating in live, instructor-led, web-based training with CADD Microsystems (CADD).

Training Assumptions:

Registration: All training courses require a signed training registration form to complete the registration process and secure training dates.
Rescheduling or Cancellation: Once training is confirmed, any cancellations or changes made to the date(s) or location(s) less than 10 business days before the start of a course are subject to an administration fee. Administration fees will be invoiced at 75% of each course rescheduled or canceled. Client will be invoiced for any non-refundable travel charges incurred.

Delivery:
When training is performed via the Internet:
• Client will be responsible for all software, installation, and setup of training computers when using their computers for online training.

Total Items	**$25,089.00**
Total Taxes	**$0.00**
Total	**$25,089.00**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Melissa Hall, CADD Microsystems, Inc.
Vice President of Corporate Development

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

// HOURLY ASSISTANCE

// STATEMENT OF WORK

// PREPARED BY

CADD Microsystems, Inc.

www.caddmicrosystems.com

800.526.2233

// DATE

11.17.22

// VERSION

Version 2.4

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INTRODUCTION

CADD Microsystems (CADD) employs a team of professional consultants with years of industry experience. These consultants provide expert advice on many aspects related to Autodesk, Bluebeam, and FM:Systems products and their related workflows.

Our clients sometimes need assistance from our consultants related to these products, delivered in a way that provides maximum flexibility to adapt to their needs. CADD provides this through our **Hourly Assistance** service offering, which is designed to help you meet your desired business outcomes.

Hourly Assistance is ideally suited when:

- The exact tasks or deliverables are unknown, too complicated, or difficult to define
- A quick turnaround is necessary to get started
- A flexible timeframe or schedule is needed
- You want peace of mind that you have expert help available

This document describes the consulting tasks available to you when you utilize CADD's consultants through an **Hourly Assistance** engagement. It provides details on these tasks as well as tips for how you can take full advantage of this service. While it is intended to answer any questions you may have related to this service, please feel free to reach out to your sales representative if you ever have any others or would like to discuss anything in more detail.

SCOPE

OVERVIEW

The following sections describe the tasks your consultant can perform with your Hourly Assistance consulting order. This includes detailed descriptions of each task as well as descriptions of tasks not included with this service.

TASKS INCLUDED

EDUCATION / INSTRUCTION

PRESENTATIONS

Perform lecture-style presentations to a group that may include product features and overviews, lunchtime educational sessions, roundtable discussions, or targeted topics.

ONE-ON-ONE

Provide personalized instruction for individuals that may include foundation or gap training, continuing education, or questions and answers.

RECORDED TRAINING

Create recorded training sessions that can be used for on-demand access by your teams. Develop and record classes for an online learning management system, such as CADD's own CADD Community online portal powered by Global eTraining.

PROJECT TEAM ASSISTANCE

OVER-THE-SHOULDER/OVER-THE-WEB

Assist your project teams with software and project related activities that may include questions and answers, step-by-step procedures, best practices guidance, or software instruction.

MODELING / DRAFTING

Perform modeling or drawing services that may include updating models/drawings based on your direction (not including construction/contract documents), converting file formats or versions, cleaning up files, or updating files to match your standards.

COORDINATION / INTERFERENCE MANAGEMENT

Perform BIM model coordination tasks which may include aggregating and aligning models, configuring necessary clash sets, performing clashes, reviewing results with your teams, and leading coordination meetings.

STANDARDS AND CONTENT

STANDARDS

Develop or update standards for your organization that may include template files or processes, procedures, and workflows.

CONTENT

Create files and loadable content based on your standards or requirements that may include items for Revit families, AutoCAD blocks, Bluebeam toolboxes, or FM:Interact reports.

REVIEWS AND ASSESSMENTS

REVIEWS

Perform reviews of projects (related to best practices and standards compliance), documented standards, or other files and then provide detailed observations and expert recommendations.

ASSESSMENTS

Perform assessments of your current workflows and procedures and then provide detailed observations and expert advice on ways to improve.

DOCUMENTATION

PROCEDURES / HOW-TO'S

Created detailed documents showing step-by-step procedures for critical tasks related to software or process.

ONLINE / INTRANET

Create content for web, Intranet, or Wiki sites to house your documented standards and procedures.

PRODUCT MAINTENANCE

INSTALLATIONS AND LICENSE MANAGEMENT

Assist your IT team with ensuring your end users have the proper software installed and licensed, which may include procuring license files, installing and configuring a license manager, creating installation deployments, and performing installations.

SOFTWARE MAINTENANCE

Perform updates to your installations that may include applying updates/hotfixes, installing Autodesk, Bluebeam, and FM:Systems add-ons and plug-ins, or upgrading to newer versions.

VERSION UPGRADES

Develop a migration plan and then perform the tasks necessary to not only upgrade your software, but also port your standards and content to the new version.

PRODUCT SUPPORT

Provide support to your teams by performing troubleshooting and issue resolution related to installations, configurations, use, or output such as printing, plotting, and exporting.

PROJECT MANAGEMENT

PROJECT INITIALIZATION

Perform the steps necessary to initiate a CADD project related to these services which may include an introductory/expectations call, setting up project management collaboration systems, and establishing project management protocols for the team.

STATUS MEETINGS

Prepare for, facilitate, and provide the necessary follow up for periodic status meetings throughout the project duration.

SCHEDULING, CORRESPONDENCE, AND SUMMARIES

Develop a project schedule and maintain it through the project as well as provide the necessary correspondence and summaries of project related information.

PROJECT COMPLETION

Perform the steps necessary to properly closeout the project which may include a project completion meeting to review tasks performed or providing an overall project summary.

TASKS NOT INCLUDED

GROUP TRAINING

This type of training is defined as any hands-on training with more than one student where each student has their own computer to follow along with the curriculum delivered. This type of service is offered by CADD, but it is billed at a day rate instead of an hourly rate.

CONSTRUCTION DOCUMENT CREATION

CADD is not a licensed design firm and does not create contract/construction documents for its clients. CADD is not authorized to sign and/or stamp any architectural or engineering drawings or other contract deliverables.

APPLICATION DEVELOPMENT

This includes writing applications for Autodesk, Bluebeam, or FM:Systems products in any of the supported programming languages such as .NET, C#, AutoLISP, Visual Basic, or any others. This also includes creating standalone applications as compiled, executable code. This type of service is also offered by CADD, but requires a detailed scope of work beforehand.

CONSULTING FOR THIRD-PARTY ADD-ONS OR PRODUCTS

This includes performing consulting assistance for add-ons, plug-ins, or standalone applications that are not developed by Autodesk, Bluebeam, or FM:Systems.

DELIVERABLES

A summary of tasks completed after each engagement is the only pre-determined / pre-defined deliverable for this Hourly Assistance. However, other deliverables may be created during the course of the consulting engagements.

ASSUMPTIONS

GENERAL

- **Scope:** There is no scope or pre-defined deliverables for this engagement.
- **T&M:** CADD requires a signed Time & Materials Agreement for all orders that exceed 20 hours.
- **Period of Performance:** All hours purchased have a period of performance duration of 12 months from date of purchase.

SCHEDULING & TRAVEL

- **Schedule:** CADD will make every effort to accommodate Client's desired schedule but cannot guarantee specific dates.
- **Minimums:** CADD will perform all services on an hourly basis; 8-hour minimum charge for services at "Client site" or 2-hour minimum charge for services "in-house".
- **Location:** Not all services are performed at client site; CADD will determine whether services can be performed at Client site or in-house.
- **Travel:** Travel is limited to 75 miles in distance from a CADD office; travel exceeding this distance may incur additional charges.

TECHNICAL

- **Data Back-Up:** Client will back up all data and content prior to any migration/installation; CADD will not be responsible for any loss of data.
- **Admin Rights:** Client shall provide CADD personnel with administrative privileges on servers and/or workstations as necessary for the performance of CADD's duties.
- **Server Access:** If CADD will need to install software directly on the server, Client will need to provide necessary access for this service.
- **Licenses:** Client will have software and licenses available for deployment as necessary.
- **Customization:** Client will provide CADD with a list of any customization items that will be migrated to newer software versions prior to service engagement.

PRICING

OVERVIEW

CADD will provide the services and deliverables detailed in this Statement of Work on an hourly, **Time & Materials** basis outlined in the Costs section below.

All pricing is in U.S. dollars, unless noted otherwise. These costs do not include travel and living expenses, courseware (hard costs or shipping charges), mobile training lab rental, or applicable taxes, if any.

TRAVEL AND EXPENSES

Local Travel, defined as any location within a 75-mile radius of any CADD office location, is included with this Hourly Assistance offering. Travel beyond the distance included in Local Travel may be requested, however it will incur additional fees for time and travel expenses.

COSTS

The hourly rate for this Hourly Assistance project will be shown on your quote and purchase order.

INVOICING

For all Time & Materials consulting services, CADD will invoice monthly for all billable consulting performed.

OPTIMIZING CONSULTING ENGAGEMENTS

There are many ways you can help to get the most value from the consulting time you have purchased.

TIME DELEGATION

CADD's consultants often spend their time split between more than one task (i.e. Project Team Assistance and Standards and Content). On occasion, the assistance – when the consultant is answering questions one-on-one with users – can end up taking most or even the entire time during a consulting visit, so little to no standards development takes place. Deciding on a schedule for that day, such as performing the assistance before lunch and standards development afterwards, can help keep both items on track.

COMPILING AND PRIORITIZING QUESTIONS

One of the best ways to maximize a consultant's time is to compile the questions you plan on having them answer when they are engaged and sending them over ahead of time. This gives the consultant time to think about the questions beforehand and maybe even prepare some examples. Also, if you can prioritize the questions, this will help keep the question review time focused and of value.

ROUND TABLES

Oftentimes, more than one user has the same question or issue with which they need assistance. Sometimes it can be beneficial to review these questions together, possibly in a conference room, with the consultant sharing their screen and walking through the different items.

CLEAR DECISION MAKERS

Frequently, it is unclear who the decision makers are when it comes to standards or workflows. Defining who these people are ahead of time for the consultant will make it easier for them when decisions have to be made and also alleviate any problems with creating unapproved content, standards, etc.

BLUEBEAM
GENERAL TERMS AND CONDITIONS OF USE

As of March 21, 2023

Archived Agreements

IMPORTANT—READ CAREFULLY PRIOR TO PURCHASING BLUEBEAM'S SERVICES AND/OR SOFTWARE.

THESE GENERAL TERMS AND CONDITIONS OF USE ("GENERAL TERMS"), ALL APPLICABLE ADDITIONAL TERMS, AND THE ORDER REGARDLESS OF FORM (COLLECTIVELY, "TERMS") CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND BLUEBEAM ("BLUEBEAM" OR "WE" OR "OUR"). THE "ORDER" IS ANY METHOD THROUGH WHICH YOU ORDER SERVICES AND SOFTWARE FROM BLUEBEAM AND INCLUDES, BUT IS NOT LIMITED TO A QUOTE, ORDER FORM, PROPOSAL, STATEMENT OF WORK, ONLINE TRANSACTION, OR VERBAL ORDER PLACED TELEPHONICALLY. YOU ALSO INCLUDES VARIATIONS OF THE TERM SUCH AS YOUR AND YOURS. BY ACCEPTING THESE TERMS, WHETHER BY CHECKING A BOX ONLINE, EXECUTING AN ORDER, OR USING THE SERVICES OR SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND ACCEPT THE TERMS ON BEHALF OF YOURSELF OR THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE PURCHASING ("ENTITY"), WHICHEVER IS APPLICABLE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY. IN THIS CASE THE TERM "YOU" OR YOUR SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE TO THESE TERMS DO NOT PURCHASE, DOWNLOAD, INSTALL, OR OTHERWISE USE THE SOFTWARE OR SERVICES.

The General Terms govern Your use of Bluebeam's websites, support services, training services, and consulting services (the "Services") and any Bluebeam software applications purchased by You, whether provided as part of the Services, made available for download, or software as a service accessed via the internet (the "Software"), and any other content or other materials that Bluebeam makes available to You or that You may license from Bluebeam. If You have entered into another negotiated agreement with Bluebeam for Services or Software that references the Terms, then that negotiated agreement will control where it conflicts with these Terms.

Additional Terms

As applicable, Bluebeam's Services and Software are subject to one or more of the additional terms below ("Additional Terms"), each found at https://www.bluebeam.com/Legal/, based on the Services and/or Software purchased. If there is a conflict between the Order and the General Terms or the Additional Terms, the Order shall govern. If there is a conflict between the General Terms and the Additional Terms, the Additional Terms govern in regard to those particular Services and/or Software only. If there is conflict between the Terms and agreements published in the Software, these Terms govern and supersede the agreement in the Software in its entirety. All capitalized terms not otherwise defined herein shall have the meaning given in the below Additional Terms.

Bluebeam Products and Services Addendum
Bluebeam Privacy Policy
Bluebeam Data Processing Addendum
Code of Conduct

1. Intellectual Property Notice and Reservation of Rights

You acknowledge and agree that the Services and Software provide a right of use, right of access or are licensed, not sold. For clarity, all references in the terms to "sale", "selling" or "purchase" of the Services and/or Software means the sale and/or purchase of a right of use, right of access, or a license to the Services and/or Software as further described in the Bluebeam Products and Services Addendum or other applicable document. Nothing in the Terms, nor Your use of the Services or Software, shall constitute a sale or transfer of any copyright, trademark, trade dress, trade secret rights, moral right, patent (whether pending or issued) or trade secret right in or to the Services or Software (collectively the "Intellectual Property Rights").

1.1. Services and Software. All right, title and interest in and to the Intellectual Property Rights of the Services and Software not expressly granted in the Terms are reserved by Bluebeam. Documentation, training materials, and specifications for the Services provided or Software licensed or subscribed to by You("Documentation") are protected by patent, copyright and/or other intellectual property laws of the United States, other countries and by international treaty provisions. You agree to take no actions that would interfere with Bluebeam's Intellectual Property Rights.

1.2. Open Source. The Services and Software may contain open source software or other third-party software or content. The license terms for open source software and information on obtaining access to the source code to which You may be entitled under the applicable open source licenses will be provided upon request.

1.3. Your Content. All right, title, and interest in and to the Intellectual Property Rights of electronic data or information submitted to Bluebeam by You while using a Service or Software ("Your Content") shall be retained by You and may be protected by applicable copyright or other intellectual property laws. Bluebeam will not access, view, or download Your Content, except as reasonably necessary to perform, maintain, or improve the Services or the Software, including without limitation: (a) to identify, investigate, respond to or resolve technical support inquiries and problems with the Services; (b) to conform to any legal requirements; (c) to maintain any software or hardware required to perform the Services or deliver the Software; (d) to enforce these Terms; (e) to improve the Services or Software, (f) to do discovery and analysis for consulting or training engagements; (g) to analyze and report on usage, or (h) to host and provide access to Services and Software functions. Your Content accessed by Bluebeam will be kept confidential and handled according to applicable laws and regulations. You acknowledge that Bluebeam's technical and support teams are located throughout the world and that certain Services may require access of Your Content from Bluebeam's personnel located outside of your country of residence. You provide Bluebeam a limited license to access, use, transmit and store Your Content only for the purpose of maintaining, supporting, and improving the Services and Software or removing Your content due to a breach of these Terms. Subject to the limited licenses granted herein, Bluebeam acquires no right, title or interest from You under these Terms in Your Content.

1.4. Suggestions. If You provide Bluebeam with any suggested improvements to the Services or Software, then that suggestion is provided "as is" and unrestricted. No suggestion will be deemed the Confidential Information of You. You grant Bluebeam a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggestions.

1.5. Restrictions. Except where Bluebeam is required to permit such activity under the terms of an applicable open source license or applicable law or as provided in the Terms, ***You may not and are restricted from the following in regard to Bluebeam's Intellectual Property Rights, Services, and Software***:

1.5.1. Use any software, hardware or other services (i) to bypass any of the terms, conditions or restrictions set forth herein or any application technology restrictions; or (ii) to modify the number of devices, users or seats that access or utilize the Services or Software outside of the validly licensed number of each, including for purposes of "multiplexing," "pooling," or "virtualization" (i.e., the validly licensed devices, users or seats must equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end");

1.5.2. Modify or create any derivative works based on Bluebeam's Intellectual Property Rights, including customization, translation, or localization of Software; (ii) Bluebeam training or consulting materials; or (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Services or Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Services or Software, or the underlying ideas or algorithms (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Services or Software), except where such activity is permitted by applicable law;

1.5.3. Redistribute, encumber, sell, resell, rent, lease, sublicense, loan, assign, commercialize or otherwise transfer rights to the Services or Software or make any similar commercial use of the Services or Software, except where such activity is permitted by applicable law. Each license or right of access is unique to You and may not be resold in any manner to third parties unless expressly authorized by Bluebeam;

1.5.4. Benefit from the Services or Software via a facility management, timesharing, services bureau or other arrangement or allow a third party (including, without limitation, parent, affiliates, subsidiaries, employees or agents) to so benefit;

1.5.5. Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels; or

1.5.6. Use the Software in an attempt to or in conjunction with, any device, program or services designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

2. The Basics

2.1. User ID.

To use Bluebeam's Software, You will be required to sign up for an account and select a password and user-name ("User ID"). A User ID may also be created by Your administrator. If You are using a User ID assigned by an administrator, different or additional terms may apply and the administrator may be able to access or disable Your User ID. You promise to provide Bluebeam with accurate,

complete, and updated registration information about Yourself. You may not select as Your User ID a name that You don't have the right to use, or another person's name with the intent to impersonate that person, or create a generic User ID not assigned to an Authorized User as further described in the Product and Services Addendum. Some Software may require additional accounts to access and are governed by these Terms. Each will have a User ID.

You are solely responsible for any and all activity that occurs under Your User ID. Bluebeam shall have no responsibility with regard to the use, disclosure, or management of Your User ID, information or any content accessed, uploaded, processed or exchanged through Your User ID. You are responsible for (a) keeping Your User ID information confidential; (b) promptly notifying Bluebeam of any suspected or unauthorized use of Your User ID; (c) disclosure of Your password to any third person/party; and (d) protecting the security of Your account.

All users (including, without limitation, customers, potential customers, end-users, and visitors to Bluebeam's websites and events) are required to comply with the following Acceptable Use Policy to protect Bluebeam and its customers from illegal, irresponsible, or disruptive activities.

2.2. Acceptable Use Policy.

All users of Bluebeam's Services and Software must abide by Bluebeam's Acceptable Use Policy. When using Bluebeam's Services and Software, You agree that neither You nor any of Your users will not (and You will not encourage, create or facilitate the ability of other users or third parties to):

2.2.1. upload, post, store or otherwise transmit any documents (regardless of format, pdf, Word, Excel, text, etc.), images (regardless of format, jpeg, tiff, gift, etc.), files or personal information that violates, misappropriates, or infringes, in any way, upon the rights of others, which is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, profane, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or which encourages conduct that would constitute a criminal offense, or otherwise violate any law;

2.2.2. impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with any person or entity;

2.2.3. abuse, stalk, defraud or otherwise harass or disparage any person or entity, including Bluebeam or any Bluebeam employee, or advocate prejudice or hatred against any person or entity based on their race, religion, ethnicity, sex, gender identify, sexual preference, disability or impairment;

2.2.4. upload, post, store or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, chain letters, pyramid schemes or other forms of solicitation;

2.2.5. send altered, deceptive or false source-identifying information, including spoofing and phishing;

2.2.6. upload, post, store or otherwise transmit any content of any kind that contain software viruses, malicious code, harmful materials, or any other computer code or programs designed to interrupt, destroy or limit the functionality of any software or hardware, including without limitation the Services and Software;

2.2.7. interfere or attempt to interfere in any manner with the proper working of Bluebeam's Services or Software, including without limitation, breach or otherwise circumvent any security or authentication measures;

2.2.8. probe, scan or test the vulnerability of Bluebeam's products or services;

2.2.9. violate any applicable local, state, national or international law, including without limitation all applicable export laws and regulations or intellectual property laws;

2.2.10. circumvent or render ineffective any geographical restrictions, including IP address-based restrictions;

2.2.11. sell, lease, rent, redistribute, or sublicense access to or use Bluebeam's Services or Software unless authorized in writing by Bluebeam to do so; or

2.2.12. permit any person or entity to use Bluebeam's Services or Software to access, upload, generate, or maintain files, metadata or personal information of any kind in violation of any of Bluebeam's Terms or any applicable law.

Notwithstanding Bluebeam's Acceptable Use Policy, as a user of the internet (including Bluebeam's Software and Services), You undertake such activities at Your own risk while acknowledging that there are known and unanticipated risks associated with the internet. Bluebeam assumes no liability for the actions of its users or the content they may post or communicate.

3. Does Bluebeam Offer Trials and Beta Test of its Services and Software

Yes, Bluebeam does offer trials for some Services and Software and may also offer You an opportunity to participate in beta tests for new products or releases in the future. Such trials and beta tests will be described in the relevant offer and are subject to these General Terms and as further detailed in the Bluebeam Products and Services Addendum.

4. Privacy, Non-personal data, and Security

Your privacy is important to us. For more information about how we collect, use, share or otherwise process Personal Data as a "controller", please see Our Privacy Policy. When acting as a "processor" for Your Personal Data, the Data Processing Addendum found here will apply and is integrated into these Terms by this reference.

To provide the Services and Software, Bluebeam collects, transmits, stores, and uses Personal Data and Non-personal data to deliver, improve, and administer the Services and Software. "Personal Data" means any information relating to an identified or identifiable natural person which may be used to identify such person and includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. It does not include categories of sensitive personal information. Non-personal information excludes Personal Data but includes information and data that by itself does not identify You or another individual and can be generated by use of the Services and Software, use of Our website, or other online activity. Together, Personal Data and Non-personal Information comprise "Your Data". Since Bluebeam Services and Software are not designed for sensitive personal data such as social security numbers, Personal Data of minors, or credit cards, You agree not to upload such data to Bluebeam's systems.

Your Data is used to provide transactional information to You, information about updates and upgrades to the Services or Software, respond to inquiries and collect feedback, verifying compliance with the Terms including user validation via the internet, to analyze bugs, error reports or logs, and/or to improve, understand, or monitor the Services or Software by itself or through its selected vendors. You expressly provide Bluebeam a license to Your Data for these purposes.

Bluebeam shall establish and maintain administrative, physical and technical safeguards designed to guard against the destruction, loss, or alteration of Your Data and Your Content to the extent it is stored within Bluebeam systems. Without limiting the foregoing, Bluebeam shall at all times in connection with this Agreement: (i) maintain and enforce an information security program including administrative, physical and technical security policies and procedures with respect to its processing of Your Data and Your Content consistent with commercially reasonable industry practices and standards and the Terms; (ii) provide technical and organizational safeguards designed to protect against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information and ensure a level of security appropriate to the risks presented by the processing of such information and the nature of such information, consistent with commercially reasonable industry practice and standards; (iii) take commercially reasonable measures to secure the Software against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use the Services or Software or the information found therein; and (iv) take commercially reasonable measures to logically separate Your Data from that of other customers. Bluebeam shall periodically test and continuously monitor its systems for potential areas where security could be breached and shall also periodically conduct security testing, including penetration testing. Bluebeam shall be solely responsible for its information technology infrastructure, including all computers, software, databases, electronic systems and networks that are owned or controlled by Bluebeam that may be used by Bluebeam in connection with the Services and Software. You agree not to tamper, compromise, or attempt to circumvent any administrative, physical, or technical safeguards implemented by Bluebeam for purposes of penetration testing, system assessment or otherwise attempt to probe, scan, or test the vulnerability of any Bluebeam system or network or breach any security or authentication measures.

Bluebeam will require any third-party service providers used to provide the Services or Software to implement and maintain commercially reasonable and appropriate technical, administrative, and physical safeguards for protection of the security, confidentiality and integrity of Your Data. The safeguards will include, but not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data. Bluebeam shall neither sell Your Data or Your Content nor use either for any purpose other than as described in the Terms.

Your use of third-party software or applications or Your integration of such software or applications with Bluebeam's Services and Software ("Third-Party Applications") may result in Your Data or Your Content being transferred to such third party. Bluebeam is not responsible for the performance or security practices of such Third-Party Applications. YOU AGREE TO HOLD BLUEBEAM HARMLESS FOR ANY DATA OR MATERIALS INCLUDING YOUR CONTENT OR YOUR DATA TRANSFERRED TO THIRD PARTIES IN CONNECTION WITH YOUR USE OF THIRD-PARTY APPLICATIONS. ANY USE OF THIRD-PARTY APPLICATIONS IS AT YOUR OWN RISK AND UNDER YOUR

AGREEMENT WITH THAT THIRD PARTY. BLUEBEAM PROVIDES NO WARRANTY OR INDEMNIFICATION OF ANY KIND RELATED TO SUCH USE.

5. Will The Terms Ever Change?

Yes. The Terms may change for a variety of reasons including, but not limited to, product enhancements, improvements, or applicable law or regulatory changes that affect the Services or Software. You agree that Bluebeam has the right to modify the Terms at any time in its sole discretion. When We do, notice on Bluebeam's Legal page which can accessed here, sending You an email, providing notice through the Services or Software itself, and/or other means to which you have access are agreed to be acceptable written notice of such modifications.

If You don't agree with the updated Terms, You are free to reject them. Unfortunately, that means You will no longer be able to use the Services or Software. In the event you decide to reject Bluebeam's new Terms, You must (i) provide Bluebeam written notice of termination, (ii) remove Your Content by the termination date; (iii) cancel Your User ID; and (iv) discontinue all access and use of the Services and Software as further described in Section 8.4.3.1 in the Term and Termination section below. If You continue to use the Services or Software after a change to the Terms is effective, that means You agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both You and Bluebeam.

6. Will Bluebeam Change its Services?

Bluebeam is always trying to improve its Services and Software, so they may change over time. These changes may introduce new features, impose limits on certain features, or restrict access to parts or all of the Services and Software. Bluebeam reserves the right to revise, modify, or update the Services and Software in its sole discretion. Bluebeam will try to give notice when we make a material change that would adversely affect You, but this isn't always practical. Similarly, we reserve the right to remove features, functionality, or decommission the Services or Software in compliance with Bluebeam's end of life policies.

7. Is Bluebeam Software Available Via a Mobile App

Bluebeam may offer certain Services and Software via mobile applications (for iOS and Android). Mobile applications may include content, services, data, technology and other digital materials and functions. Functionality, technical limitations and technical protection measures, if any, can be found in the respective application description. The Terms also apply to the legal relationships between You and Bluebeam regarding Services provided by Bluebeam via mobile applications for mobile devices including any additional terms of use provided at download. See the Bluebeam Products and Services Addendum for specific licensing provisions regarding Bluebeam's mobile applications. The mobile applications are provided in cooperation with third parties, or so-called "application providers", such as an app store which may require acceptance of terms applicable to their platform. Mobile applications can only be used after agreeing to the Terms and payment of any applicable fees, if any. Download and use of a mobile application indicates Your agreement to the Terms.

Mobile applications are only available on supported devices and might not work on every device. Determining whether your device is a compatible device is solely your responsibility.

8. What else do I need to know?

8.1. Fees and Payments. Unless otherwise mutually agreed in writing, payment terms to purchase Bluebeam Services and Software are as follows:

8.1.1. You agree to provide Bluebeam with complete and accurate billing contact information including a valid email address.

8.1.2. Services or Software Purchases.

8.1.2.1. When Services or Software are purchased directly from Bluebeam, You agree to pay Bluebeam the fees specified in the applicable Order at purchase if required, or if by invoice, within thirty (30) days of the invoice date. Additional Services or Software may be purchased and added to Your account at any time. Unless otherwise agreed in writing by the parties, promotional or discounted pricing is one-time. New purchases or renewals of Services or Software shall be at the applicable fee in effect on the date of such new purchases.

8.1.2.2. If purchased through a Bluebeam authorized reseller (a "Reseller"), You agree to pay Reseller such fees as mutually agreed upon between You and Reseller. You further acknowledge and agree that Reseller has no authority to bind Bluebeam, modify the Terms, or provide any warranty or other commitment or obligation on behalf of Bluebeam.

8.1.3. Bluebeam reserves the right to increase fees on products and services up to ten percent (10%) each Renewal Term which You agree to pay.

8.1.4. If You provide credit card information to Bluebeam for payment, You authorize Bluebeam to charge such credit card for all purchased Services and Software listed in the applicable Order and amounts due for any Renewal Term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order.

8.1.5. Fees are only refundable if an Order is terminated in accordance with Term and Termination sections 8.4.3.1 or 8.4.3.2 below. Except as provided in the cited sections or elsewhere in the Terms, Fees due Bluebeam's are non-cancelable and non-refundable to the fullest extent allowed under applicable law.

8.1.6. If a payment is past due and Bluebeam has provided written notice of the past due status, then Bluebeam may suspend access to the Services and Software, without liability, until such amounts are paid in full.

8.1.7. Fees invoiced pursuant to these Terms, are subject to and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "Taxes"). You shall pay all Taxes imposed on the Services or Software provided under these Terms. If Bluebeam has a legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be computed and invoiced to and paid by You, unless You provide Bluebeam with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.2. Audit.

Services and Software are subject to the limits specified in the applicable Order, the Terms or the applicable Documentation. If You exceed specified limits, Bluebeam may choose to work with You in its sole discretion to reduce Your usage or it may suspend access to the Services or Software until such usage conforms to agreed limits. If, notwithstanding Bluebeam's efforts, You are unable or unwilling to abide by a limit, You will execute an Order for additional quantities of the applicable Services or Software promptly upon Bluebeam's request, and/or pay any invoice issued by Bluebeam for excess of the limits to bring Your usage into conformance.

8.3. Confidentiality.

8.3.1. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure, including, without limitation, the terms and conditions of the Order (including pricing), business and marketing plans; training materials and consulting advice; technology and technical information, including security information, Your Data, Your Content; product plans and designs, and business processes. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party under these Terms, (ii) was rightfully known to the Recipient prior to its disclosure by the Disclosing Party, (iii) is rightfully received by the Recipient from a third party, or (iv) was independently developed by the Recipient without use of or reference to Confidential Information of the Disclosing Party. If applicable, Bluebeam's obligations with respect to Personal Data is outlined in its Privacy Policy and Data Processing Addendum.

8.3.2. Recipient expressly agrees (i) to hold the Confidential Information of the Disclosing Party in strict confidence and to take all reasonable precautions to protect the confidentiality of the Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential information and materials of a similar nature); (ii) to refrain from using the Confidential Information other than in furtherance of these terms or as otherwise authorized in writing by the Disclosing Party; (iii) that it will not disclose, publish or otherwise reveal any Confidential Information (including any extract or portion thereof) to any other person, party or entity whatsoever except employees and contractors of Recipient with a legitimate need-to-know the Confidential Information in furtherance of these Terms and who are instructed and agree not to disclose the Confidential Information under an obligation no less restrictive than the terms in this section; and (iv) to make reasonable efforts not to mingle the Disclosing Party's Confidential Information with any information of Recipient, however, any such mingling shall not affect the confidential nature or ownership of the same.

8.3.3. The Recipient will protect the other party's Confidential Information with the same degree of care as it uses to protect its own Confidential Information. Nothing in these Terms will prevent the Recipient from disclosing the Confidential Information pursuant to any judicial or governmental order or as otherwise required by law, provided

that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure unless such notice is prohibited by applicable law.

8.4. Term and Termination.

8.4.1. Term. These Terms are effective as of the date they are first accepted by You by any means including, but not limited to, clicking a box, executing an Order, or using the Services or Software (the "Effective Date") and shall continue until all applicable subscriptions have expired as provided below, professional services have been delivered or until terminated by Bluebeam or You as provided herein (the "Term").

8.4.2. Subscriptions. Except as otherwise specified in the Additional Terms or a written and mutually executed agreement, subscriptions to Bluebeam Software are for one (1) year ("Initial Term") and will automatically renew for additional one year terms (each a "Renewal Term"), unless either party gives the other written notice (email notice is acceptable) of at least thirty (30) days before the end of Initial Term or Renewal Term as applicable.

8.4.3. Termination of Terms.

8.4.3.1. Cause. Either party may terminate the Terms and all related Services and Software for cause (i) upon (30) days written notice to the other party in the event of a material breach of the Terms and provided such breach remains uncured at the expiration of such notice period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4.3.2. Convenience. You may terminate a subscription or license to Software within thirty (30) days of the license or subscription start date and receive a refund if such termination occurs during this thirty (30) day period.

8.4.4. Partial Termination. Either party may be able to terminate a particular Service or Software subscription without terminating all Services or Software Subscriptions by written agreement of the parties.

8.4.5. Effect of Termination. Upon termination, all licenses and/or rights of use in Software, and performance of Services shall cease as of the effective date of termination. Upon "Partial Termination", only the Software or Services terminated shall discontinue upon the effective date of termination and all remaining, unterminated Services and Software shall continue under these Terms. On the effective date of termination, You agree to and shall (i) discontinue use of the Services or Software; (ii) unregister Software from all Devices; (iii) delete and/or destroy all copies of Software including all copies or extracts of the Documentation excluding one (1) archival copy, and subject to section 8.4.6 remove Your Content from Bluebeam's systems. Bluebeam shall terminate all Subscriptions as of the effective date of termination. Upon termination under section 8.4.3.1(i) or 8.4.3.2. by You, Bluebeam will provide a refund of prepaid subscription fees for the affected Services or Software pro-rated for Services delivered or Software used prior to the effective date of termination. Termination for any other reason is not entitled to a refund or cancellation and will not relieve You of the obligation to pay any fees due to Bluebeam.

8.4.6. Upon Your written request made on or prior to the effective date of termination, Bluebeam shall give You limited access to the terminated Services or Software storing Your Data or Your Content for a period up to thirty (30) days, at no additional cost, solely for purposes of retrieving Your Data and Your Content. After such time, Bluebeam has no obligation to maintain Your Data or Your Content and shall, unless legally prohibited, delete Your Data and Your Content; provided, however, Bluebeam will not be required to remove copies of the same from its backup media and servers until such time as the backup copies are scheduled to be deleted. Downloaded files and data are available in a format determined in Bluebeam's sole discretion.

8.4.7. Survival. The following sections shall survive termination or expiration of these Terms: Section 1 "Intellectual Property Rights Notice and Reservation of Rights"; Section 4 "Privacy, Non-personal data, and Security"; Section 8.2 "Audit" for a period of three (3) years; Section 8.3 "Confidentiality"; Section 8.4.6; Section 8.6 Indemnity; Section 8.6 "Limitation of Liability"; Section 8.12 "Governing Law"; Section 8.13 "Arbitration"; Section 8.14. Attorney's fees; and Section 8.16 Trade and Export Law".

8.5. Warranties and Disclaimers.

BLUEBEAM WARRANTS THAT SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION AND THAT SERVICES ARE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS, SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND YOUR USE OF THE SERVICES AND/OR SOFTWARE IS AT YOUR OWN RISK. BLUEBEAM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATED TO AVAILABILITY, ACCURACY,

NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SERVICES AND SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE THEREOF. BLUEBEAM MAKES NO WARRANTY THAT THE SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS OR THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

8.6. Indemnity

8.6.1. Indemnification by You.

Subject to section 8.6.3 and to the extent permitted under applicable law, You agree to defend, indemnify and hold harmless Bluebeam and its officers, directors, employees, affiliates and agents from and against any third-party claims arising out of or related to any infringement or violation by You of any intellectual property or other right of any person or third party.

8.6.2. Indemnification by Bluebeam.

8.6.2.1. Subject to section 8.6.3, Bluebeam agrees to defend, indemnify and hold You harmless against any third-party claim arising out of or relating to an allegation that the Services or Software violates, misappropriates or infringes upon any issued patent, copyright, trademark, trade secret or other intellectual property right owned by such third party.

8.6.2.2. The indemnification provided in this section will not apply to any claim to the extent such claims arises from or relates to (a) use of the Services or Software not in accordance with the Documentation (b) any modification, alteration or conversion of the Services or Software not created or approved in writing by Bluebeam, (c) any combination or use of the Services and Software with any computer, hardware, software, Services or data not approved by Bluebeam where the infringement arises out of such combination or use, (d) Bluebeam's compliance with specifications, requirements or requests of You, or (e) Your negligence or willful misconduct.

8.6.3. Indemnity Procedures.

8.6.3.1. The indemnification provided in sections 8.6.1 and 8.6.2 are expressly conditioned upon the indemnitee (i) giving the indemnitor prompt notice in writing of any such third party intellectual property claim or threat thereof; (ii) permitting indemnitor sole control of the defense, through counsel of indemnitor's choice, to defend and/or settle the claim; and (iii) giving indemnitor all reasonably requested information, assistance and authority, at indemnitor's expense, to enable indemnitor to defend or settle such claim. Indemnitee has the right to approve all settlements prior to acceptance in regard to rights or restrictions directly affecting Indemnitee. Indemnitee may participate in the defense of such claim with counsel of indemnitee's choice and at Indemnitee's sole expense.

8.6.3.2. In regard to Bluebeam, if the Services or Software are determined to infringe by the applicable tribunal or court, or Bluebeam reasonably determines that it is likely to infringe, Bluebeam may at its option (a) procure for You the rights to continue access and use of the Services or Software; (b) replace or modify the Services or Software so that it becomes non-infringing without causing a material negative effect on the functionality provided by the infringing version; or (c) if neither (a) or (b) are viable options, remove the infringing part of the Services or Software and provide a pro-rated refund of the fees paid which shall be negotiated in good faith with You considering the materiality of the portions removed.

8.6.3.3. Section 8.6.3.2. states the entire liability and obligation of Bluebeam and the exclusive remedy of You with respect to any claims of infringement relating to or arising out of the Software.

8.7. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL BLUEBEAM OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FOR PERSONAL INJURY, LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THE TERMS, EVEN IN THE EVENT OF FAULT, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY BLUEBEAM, ITS RESELLERS OR ITS SUPPLIERS, AND

EVEN IF BLUEBEAM OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BLUEBEAM, ITS RESELLERS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID FOR THE SERVICES AND SOFTWARE HEREUNDER WITHIN THE PRECEDING TWELVE (12) MONTHS FROM THE CLAIM, IF ANY.

8.8. Links and Third Parties.

Some Services and Software allow access to the internet or may contain links to other internet sites or online resources over which Bluebeam has no control. These resources are provided for convenience only and should not be construed as an endorsement by Bluebeam of any content, items, or services on such third-party websites. Your access, viewing and use of internet functionality and website links, including any content, items or services therein, are solely at Your own risk. Bluebeam is not responsible or liable in any way for any internet services, content, advertising, services or goods used or available from such resources.

8.9. Publicity.

Unless You notify Bluebeam in writing to restrict the following, Bluebeam shall be entitled to identify You as a customer of Bluebeam on its websites. You hereby grant Bluebeam a non-exclusive, non-transferable, worldwide, royalty-free license to use Your trademarks, Services marks and trade names ("Marks") in conjunction with the foregoing and in accordance with Your brand guidelines, if any, during the Term. Any other use of Your Marks in any advertising, promotional or sales literature, or in any other form of publicity, news release or other public announcements shall require Your prior written approval.

8.10. Availability.

Bluebeam's websites describing the Services and Software are accessible worldwide; however, not all Services or Software may be available in Your country or in local language.

8.11. English Language.

These Terms have been prepared in American English. In the event of any conflict between the American English language version and any translation of the Terms that may be provided for convenience only, the American English version shall control. All notices to be provided by either party hereto shall be in the English language.

8.12. Bluebeam Contracting Entity, Governing Law.

The Bluebeam entity entering into the Terms with You determines the law that will apply in any dispute arising out of or in connection with the Terms, the Arbitral Body or courts that have jurisdiction over any such dispute, venue for any disputes, and the address to which notices should be directed according to the chart below. Each party agrees to the applicable governing law and jurisdiction below without regard to either choice or conflict of law rules. The Bluebeam entity You are contracting with is determined by the Bluebeam entity specified on Your Order, or if purchasing via a Bluebeam website, the localized version of the website (for example, if purchasing from the Bluebeam UK website You are contracting with Bluebeam Limited UK Ltd entity); or if telephonically or otherwise, the Bluebeam entity through which Your purchase is processed.

Bluebeam Entity	**Notice Address**	**Governing Law**	**Arbitral Body**	**Venue and Jurisdiction**
Bluebeam, Inc.	One McKinney Plaza 3232 McKinney Ave., Ste. 900 Dallas, TX 75204 USA	California and controlling United States Federal Law.	American Arbitration Association Los Angeles, CA, USA	Los Angeles, CA, USA
Bluebeam GmbH	Konrad-Zuse-Platz 1 81829 Munich Germany	Germany	Deutsche Institution für Schiedsgerichtsbarkeit (DIS)	Munich, Germany
Bluebeam AB	Kistagången 12, 164 40 Kista Sweden	Sweden	Arbitration Institute of the Stockholm Chamber of Commerce	Stockholm, Sweden
Bluebeam Limited UK Ltd	20 Eastbourne Terrace, Ste. 5.07 London W2 6LG	England	London Court of International Arbitration	London, England

	UK			
Bluebeam Australia Pty Ltd	310 Edward Street Brisbane QLD 4000 Australia	Australia	Australian Centre for International Commercial Arbitration	Brisbane, Australia

8.13. Arbitration.

8.13.1. The parties agree to negotiate in good faith to resolve any disputes arising out of or relating to the Terms (a "Dispute"). All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for all purposes. Each party shall bear its own expenses. Provided negotiations have continued for a period of ninety (90) days and have failed to resolve the Dispute, the Dispute shall be settled by arbitration as follows.

8.13.2. Any Dispute arising out of or relating to the Terms that is not resolved by good faith negotiations shall be settled by arbitration by the Arbitral Body identified in Section 8.13 to the extent allowed by applicable law. The language to be used in the arbitral proceedings shall be English. The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other parties. Notwithstanding the foregoing, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other parties in connection with the dispute, or if the party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

8.14. Attorney's Fees.

To the extent provided under applicable law, if either party employs attorneys to enforce any rights arising out of or relating to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. The term "prevailing party" means that party, as plaintiff or defendant, who substantially prevails against the other party. Notwithstanding the foregoing, if a written offer of compromise made by either party is not accepted by the other party within forty-five (45) days after receipt and the party not accepting such offer fails to obtain a more favorable judgment, the non-accepting party shall not be entitled to recover its costs of suit and reasonable attorney's fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney's fees and costs incurred by the offering party.

8.15. Code of Conduct.

Bluebeam shall comply with Nemetschek's Group's , Bluebeam's parent company, policies, including its Code of Conduct and statement regarding the UK Modern Slavery act which are incorporated into these Terms by this reference and can be found here.

8.16. Trade and Export Law.

The Services and Software may be subject to export laws of the United States and other jurisdictions. The parties each represent to the other that it is not on any United States Government denied-party list. You will not permit access to or use of any Services or Software in a United States embargoed country or region or in violation of any United States export law or regulation (currently Cuba, Iran, North Korea, Syria, Crimea, Donetsk, Lubansk, Belarus, and Russia). You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Services or Software from the United States or the transfer of the Services or Software from any other location into another country.

8.17. Federal Government End Use Provisions

If applicable and as provided under U.S. federal law and regulation, Bluebeam provides a pre-existing, commercial Service, including related Software and technology, for federal government end use solely in accordance with these Terms, and provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these Terms, it must negotiate with Bluebeam to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

8.18. Notices.

All notices required by the Terms shall be in writing, delivered to the address specified in section 8.12. above and via email to legal@bluebeam.com, and is effective upon receipt or if sent by email after 5pm United States Pacific Time the next business day. Notices to You shall be mailed to the physical address provided and/or emailed to the email address appointed by You, and if none, the email address of the contact provided in the Order.

8.19. Independent Contractor.

Each party is an independent contractor and neither party is, nor shall be considered to be, an agent, employee or representative of the other.

8.20. Non-Assignment.

The Terms are personal to You and may not be assigned, delegated, or otherwise transferred, without Bluebeam's express written consent which may be withheld, delayed or conditioned in the sole discretion of Bluebeam. Notwithstanding the foregoing, in the event of the sale or transfer of substantially all of Your assets, or a sale, merger or change of control, You may assign any or all rights and obligations contained herein without consent if the assignee agrees in writing to be bound by the Terms; by providing written notice to Bluebeam; and all past due and owed fees are paid in full prior to the assignment. Any attempt to assign Your rights or obligations under these Terms other than as permitted by this section will be void. Subject to the foregoing, these Terms will bind and inure upon to the benefit of successors and permitted assigns.

8.21. Force Majeure.

Neither party will be liable for any failure or delay in performance under these Terms for causes beyond that party's reasonable control. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

8.22. Severability.

If any provision of the Terms is held to be unenforceable or invalid, the enforceability of the remaining provisions shall in no way be affected or impaired thereby but shall remain in full force and effect.

8.23. Waiver.

No failure or delay in enforcing any right, power or privilege granted herein will be deemed a waiver unless made in writing and signed by a duly authorized representative of the party providing the waiver. No single waiver will be considered a continuing or subsequent waiver.

8.24. Equitable Relief.

You agree that any breach or alleged breach of the Terms may cause irreparable harm and significant injury to Bluebeam that may be difficult to ascertain and in which a remedy at law would be inadequate. Therefore, You agree that Bluebeam shall have the right to seek and obtain, without the posting of a bond, immediate injunctive relief to enforce the obligations under the Terms in addition to any other rights and remedies it may have.

8.25. Entire Agreement.

The Terms, including all exhibits and addendums hereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous discussion, understandings, communications, proposals, and agreements, whether written or oral. The parties agree that any term or condition stated in Your purchase order or in any other order documentation You provide, even is signed by both parties (excluding Bluebeam's Order) is void and has no effect, nor creates any modification on these Terms.

8.26. Amendment. The Terms may not be modified, amended or supplemented except in a writing signed by an authorized representative of Bluebeam.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-629

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment to Agreement with Tyler Technologies for an Environmental Health Software Module in the Amount of $274,672; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover the Cost of the Agreement ($84,688) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Tyler Technologies for an Environmental Health Software Module in the Amount of $274,672; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover the Cost of the Agreement ($84,688) (4/5ths Vote Required)

The Board approved the purchase of the Development Services Land Management permitting software to replace the HT_E system for permitting functions. This new permit system "project", is well underway with permitting workflows and fees in the system nearing completion, GIS map service, cashiering and the data conversion underway.

The Environmental Health Unit's (EHU) responsibilities include ongoing programs and functions that are not specifically development permitting functions. The development permitting functions of EHU, namely wells and septic systems, are a part of the development permitting software that is currently being implemented. However, there are specific EHU responsibility areas that are outside of development permits, such as restaurant and kitchen annual inspections, pool and spa inspections, the Certified Unified Program Agency functions for hazardous waste and hazardous materials regulatory management (CAL EPA Certified Unified Program), Air Pollution (MCAPCD) and Local Enforcement Agency for solid waste and recycling. These special EHU functions require a different software module because the business processes and reporting needs are different than the development permitting functions. The request to amend the agreement to add the EHU module is sought and it would replace the existing Accella software, thereby realizing cost offset and integration efficiencies with the Tyler development permitting software.

The cost of the EHU Module addition would increase the overall expense of the Tyler Project by $274, 672. The $274, 672 amount is comprised of two distinct expenditures. The first being the project implementation of $124,000, and the second is the Software as a Service (SaaS) of $50,224 annually, for 3 years, totaling $150, 672. There are 10 users included in the project for the EHU Module

represented in that annual SaaS expense.

BACKGROUND AND HISTORY OF BOARD ACTIONS

June 22, 2022- Resolution No. 22-396 - Board Approved Agreement with Tyler Technologies for Land Management Development Permitting Software.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no new replacement module for non-development permitting functions of the EHU.

FINANCIAL IMPACT

Increase to Land Management Development Permitting Software project fund 5541 0249: 48231 Debt Proceeds in the amount of ($84,688) and increase 5541 0249, Account 70511: Software Fixed Assets in the amount of $84,688.

ATTACHMENTS

1. **Tyler Agreement Amendment 1 EHU Module**
2. **BOS Res. 22-396 - Mariposa County CA SaaS Agmnt.**
3. **Budget Action Form**

VOTE RESULT

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

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the County of Mariposa, California, with a mailing address of PO Box 2039, Mariposa, California 95338 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated July 12, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the second month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

    a. The annual SaaS fees payable under the Agreement shall be increased in the amount of $50,224, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the second month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

    b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	County of Mariposa, California
By: _____	By: _____
Name: Robert Kennedy-Jensen	Name: Miles Menetrey
Title: Group Legal Counsel	Title: Board Chair
Date: _____	Date: _____

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Chuck Newberry
Quote Expiration:	12/31/23
Quote Name:	Tyler Environmental Health

Sales Quotation For:
Mariposa County
PO Box 729
Mariposa CA 95338-0729
Phone: 12099667606

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Extensions				
Enterprise Service Requests		$ 1,226	1	$ 14,712
Environmental Health Core Software				
Enterprise Environmental Health		$ 157	10	$ 18,790
Environmental Health Extensions				
Environment Health API Toolkit		$ 447	1	$ 5,358
Environmental Health – CA CUPA and CERS Tiers 1-3 Integration		$ 438	1	$ 5,254
Environmental Health Executive Insights		$ 438	1	$ 5,254
Environmental Health Citizen Connect		$ 438	1	$ 5,254
Civic Access - Environmental Health		$ 377	1	$ 4,519
Enterprise Service Requests for Environmental Health		$ 88	1	$ 1,051
My Civic Bundle Environmental Health (Citizen Engagement and Requests)		$ 88	1	$ 1,051

Tyler Software					
My Civic Bundle (Citizen Engagement and Requests)			$ 876	1	$ 10,508
	Sub-Total:				$ 71,751
	Less Discount				*$ 21,527*
	TOTAL	**3**			**$ 50,224**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training - On Site	40	$ 250	$ 10,000	$ 0
Custom Reports/Outputs	1	$ 5,000	$ 5,000	$ 0
Data Conversion Services	80	$ 250	$ 20,000	$ 0
End User Training - Onsite	40	$ 225	$ 9,000	$ 0
Professional Implementation Services - Onsite	80	$ 225	$ 18,000	$ 0
Professional Implementation Services - Remote	85	$ 200	$ 17,000	$ 0
Project Management Services - Remote	180	$ 200	$ 36,000	$ 0
Solutions Orientation Training - Onsite	40	$ 225	$ 9,000	$ 0
TOTAL:			**$ 124,000**	**$ 0**

Summary **One Time Fees** **Recurring Fees**

Total SaaS		$ 50,224
Total Services	$ 124,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**124,000**	**$ 50,224**
Contract Total	**$ 274,672**	
Estimated Travel Expenses	**$ 17,500**	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Investment Summary Notes

In the event the Client cancels services less than two(2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Tyler resources will configure and test basic Environmental Health functionality including global settings, and preliminary user roles.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Environmental Health applications. Tyler will provide guidelines to be followed for such services.

Environmental Health Implementation: This will be a shared services implementation where Tyler leads and owns the configuration of 1 food program and 1 code case type to be used as examples for the remaining configuration to be completed by the client. For each unique case type Tyler implements, we assume our experienced Consultant expends 25-35 hours per process for definition, configuration, and issue resolution. Tyler will also build out our standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Tyler Technologies' Environmental Health implementation team will be primarily responsible for the following implementation tasks:
•Training on how to use Environmental Health
•Training and providing guidance on how to configure and maintain Environmental Health
•Setup of Environmental Health GIS Map
•Setup of Environmental Health GIS Live Link
•Setup of Civic Access GIS Map (as applicable, based on contract)
•Setup of Civic Access ArcGIS Integration (as applicable, based on contract)
•Setup of Civic Access Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
•Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
•Setup of Workforce Mobile licenses (as applicable, based on contract)

The client subject matter experts (SMEs) should be available approximately 25 – 50% (Dependent on the number of processes to be configured) of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's Environmental Health consultant. The

client configuration team should expect to spend somewhere between 30 to 40 hours of implementation time per process after their completion of configuration training.

These client SMEs will be responsible for the following general configuration tasks:
•Environmental Health Case Type Setup (and all associated items required to configure)
•Environmental Health System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
•Environmental Health Report Setup's dynamic custom fields
•Environmental Health User/User Role Setup
•Environmental Health Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
•Civic Access Experience (Civic Access Case Types, Civic Access Geo Rules, Civic Access Themes, Headers, Menus, Security Settings, etc.)
•Environmental Health Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
•Other configuration as desired by client

The Client has the Automation Bundle Package which includes:

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

"Tyler Hub is a platform that allows clients to set up individual dashboard to visualize data. Tyler resources will assist to tie the application to Environmental Health data and demonstrate how to set up user dashboards. The client will be responsible to set up and maintain user dashboards. Tyler will be responsible for connecting the Environmental Health data source to Tyler Hub. Tyler will provide training to the client to demonstrate how to personalize user views. It is the Client's responsibility to personalize user views. Any additional data source connections to Tyler Hub will incur additional costs."

Enterprise Service Requests (ESR) is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for ESR functionality utilized by Environmental Health.

Conversion
There are no conversion services in the scope of this implementation. Should the client request to include this into the scope of the project at a future point, it will need to go through Tyler's standard change control process.

Report Development
There are no custom reports in the scope of this implementation. Should the client request to include this into the scope of the project at a future point, it will need to go through Tyler's standard change control process.

Training Policy - The client receives and will be billed for up to 32 hours of direct interaction with Trainers. Note that this time is billed in daily blocks at 8 hours for the day. Totaling 4 days of training time. The client will also be billed for up to 8 hours of setup and prep time. This allows our Trainers to become familiar with individual clients and their needs. While the Training is generic, our Trainers always spend time familiarizing themselves with client environments.

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-396

MEETING: June 28, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Approve Agreement for Development Services Permitting Software - Tyler Technologies

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RECOMMENDATION AND JUSTIFICATION:

Approve Development Services Permitting Software agreement with Tyler Technologies; and Authorize the Board Chair to sign the agreement (Subject to Approval as to Legal Form)

The not-to-exceed amount will be determined by the Board based on optional services chosen.

Staff recommends entering an agreement with Tyler Technologies to replace the land management / permitting component of the "AS400" HT_E (old "ERP") system, the Surveyor/Engineering use of CAMS, and the Environmental Health use of Accela. The Land Management Development Services Permitting software is critical to the ability to provide high quality development services to the community and to manage County resources in support of those services.

This software will benefit and be utilized by multiple county departments and functions. This MT item was submitted by Planning, because the RFP and Implementation Team Leader for the effort (Steve Engfer) works for Planning.

Tyler Technologies Software Cost Summary

Total Core Software Bundle for 5 years: $918,586

SaaS Annual Fee of $136,406 for 60 licenses. (5-Year cost $682,030)

Professional Service fee for project set-up and implementation $236,556

Options:

1. Data Conversion $56,250
2. Integration Support $20,000

REF ID# 12375

SJE

3. Change Management Services $29,600
4. Executive Insights Reporting Bundle $11,051
5. Utility Billing $331,763

With all options total of: $1,367,250

Potential DLB Associates (County HT_E contractor), increase of up to $25,000.

(See Attachments)

Background

The County's Enterprise Resource Planning (ERP) System, included multiple functions ranging from financials to permitting. It is frequently called "HT_E", or "AS400", and it is over forty years old - at the end of its useful life. This system was critical to County operations and includes central elements of budget, financial management, human capital management, payroll and all development service permitting functions. It also included the Assessor parcel and tax processes and data on which permitting relies.

In addition, two other land management development services divisions - Surveyor / Engineering and Environmental Health - utilize other systems to manage their resources and track their activities. Surveyor / Engineering uses a combination of CAMS and excel spreadsheets, and Environmental Health uses Accella. A permit for the construction of a new house would need to be reviewed and approved by all 4 departments / divisions (Building, PWD-Surverying/Engineering, Environmental Health and Planning) requiring that it be tracked and managed across multiple software platforms, multiple locations, and multiple people. County Fire, CALFIRE and other outside agencies may also review various permits and would utilize hardcopy permit tracking. The "Permitting" software would support their concurrent review in the system on all development projects further streamlining the review process.

Developers in Mariposa County repeatedly assert that their experience is largely positive, and that Mariposa County staff are very responsive. This is a tribute to the enormous efforts made on the part of staff to compensate for our archaic systems. Imagine what the customer experience would be if staff could spend all or most of their time delivering services, rather than tracking payments, and approvals across systems and departments.

No less important, the County GIS (ESRI) software has become a critical part of the "permitting" functions as well as various other essential County workflows and will remain an important part of the future County functions.

It was determined through the extensive review during the ERP process with GFOA (Government Finance Officers Association) over the course of the past few years, that the "Permitting" software selection and implementation would be conducted after the

"ERP" (financials component). A separate RFP was conducted for the "permitting" software. As a result of the process, Tyler Technologies was selected by the review team.

Through the course of the Oracle Graviton "ERP" first phase implementation, the Assessor's Office also implemented Megabyte for assessor and tax functions.

Data Conversion

During the implementation of "Megabyte" software and "ERP" (financials) it was discovered that there are some H_TE historic assessor, tax and permitting data exports needed that are very important for a more efficient utilization of all the software systems involved. And moreover, critically important for the GIS, and "Permitting" software implementation.

Therefore, as a part of the "Permitting" software implementation, there are agreement options included to address the critical data conversion unmet needs that would serve the "Permitting" software (through the GIS system) and remedy the unmet data transfer needs identified in the other software implementations.

The data conversion and export option to meet all new software needs for the multiple department involved, would result in a Tyler Technologies additional cost of for optional data conversion service of $56,250 for data conversion.

There would also be a potential increases in the current DLB Associates agreement (through County Technical Services) for HT_E database extract management assistance of nor greater than $25,000 and potentially minor costs from Megabyte and Oracle/Graviton for insuring continuity with those software systems at rates in the existing agreements for assistance.

Integration Support

The relation of the "Permitting" software to integrate seamlessly with Megabyte, Oracle, ESRI (GIS) and potentially other state required reporting software was identified a priority by the review team. While the software is readily available with application interfaces (API's), to be certain that we cover any additional needs discovered through the implementation process for all integrations, we requested an estimate for additional services to assist the County staff as an option if the instances arise where custom integration methods must be utilized. The amount is $20,000 for an additional 80 hours of work if needed by the County.

Change Management

Due to the significant detail involved in the multiple County department software connections and interdepartmental permitting review workflows, staff requested an optional quote for additional change management services, above what is already included in the core project implementation costs from Tyler Technologies. This option

would provide for an additional 160 hours over the course of the project implementation for Tyler Technologies staff to function as an "extension " of County staff to address detailed workflow design aspects. And to assist in ensuring the interoperability of the workflows in the software to increase the efficiency of the interdepartmental permitting review and data functions. This option could be used on an as-needed basis as the implementation process moves forward and any issues are encountered that County staff cannot adequately address.

Reporting

An option for creating additional "executive insights" metrics reporting was requested in the event it is discovered through the implementation process that there would be a need for additional non-standard reporting options that are already included. The software comes with a robust dashboard that allows for various reporting options. The review team considered the situation and recommend having the option for instances that could arise where there may be a need for additional reporting options not contemplated.

Utility Billing

Additionally, it was also discovered that there are some potential unmet needs for utility billing, for which Tyler Technologies has provided a separate fee estimate. That information is included in the packet as an option, if it is determined to be a viable option by County Administration and the Public Works Department that administers the utility billing for various special districts in the County, then staff recommends the amendment to include the utility billing module be authorized.

Options Summary

The success of the "Permitting" software is not dependent on the Utility Billing module. Utility Billing is a bit different in that it was not a part of the RFP for the "Permitting" software. There are a few more step to achieve in order to complete the determination if the option is viable.

The review team prioritized the options and identified Data Conversion as the most critical option in order to ensure access to historic records. Second is the Change Management option and third the additional reporting option.

It is staff's recommendation, however, to approve an agreement inclusive of all the options to lock in the rates per the agreement. As the implementation progresses, options could be budgeted for and invoked only as needed.

Conclusion

The process by which the new "Permitting" system was selected and the contract was negotiated required the engagement of many County employees over a period of more than a year involving significant efforts. The "Permitting" team has been patiently

waiting during the roll out of the other software implementations, and since those have advanced, the timing for the next phase for the "permitting" software is here.

There is an interdepartmental implementation team that has been meeting and is set up for this project, including both the data preparation and conversion needs, workflow establishment, beta testing and full software implementation. The implementation is expected to be approximately 16-months from the kick-off to completion. The discovery aspect of the initial project implementation will be important to the process for insuring data conversion is successful to fulfill the identified needs. The team is representative of all staff needed for whole project including the data conversion step.

If we were to postpone this decision, we would incur issues with permitting using the HT_E software because it will not be maintained by the Assessor's office indefinitely. It is possible we would need to start the RFP for the software selection from the beginning. Staff recommends approval of this agreement to ensure that County operations are operating as efficiently and effectively as possible now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 5, 2020 the Board approved an agreement for the ERP software (Oracle and Graviton) replacing components of the HT_E system.

On January 26, 2021 the Board adopted Resolution 2021-38 authorizing the County to submit a Local Early Action Planning (LEAP) grant application for $65,000 for Development Services Land Management Software.

On March 9, 2021 the Board adopted Resolution No. 2021-125 approving the RFP for the Development Services Land Management Permitting Software.

On August 24, 2021 the Board received an status update on the RFP process and overview of the selected software company, Tyler Technologies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Propose agreement amendments.
Deny the request. If denied, there would be no software to replace the antiquated HT_E permit software system, potentially resulting in future permitting issues.

FINANCIAL IMPACT:
We plan to finance this project, so we will come back to the Board with a new budget action to create a new fund when the terms of the financing have been finalized. There will be no impact to the General Fund until Fiscal Year 2023-2024 when the debt payments begin.

ATTACHMENTS:
Tyler Technologies Agreement (PDF)
Agreement Exhibit F (PDF)

Agreement Exhibit G (PDF)
Utility Billing Option (PDF)
Permitting Software Agreement Presentation (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and County of Mariposa, a political subdivision of the State of California, hereinafter "County or Client".

WHEREAS, County selected Tyler to provide certain products and services set forth in the Investment Summary, including providing County with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and County agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"County**" means Mariposa County, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to County, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean County.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS

Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.
   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution

of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

7. Socrata Solution Terms. Your use of Tyler's Socrata-based solutions is subject to the terms found here: https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using a Tyler Socrata-based solution provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. County Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access

to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Acceptance. Acceptance criteria for Services and Deliverables shall be set forth in the SOW. The County must inspect the Services and Deliverables upon Contractor's delivery of such Services or Deliverables to confirm conformance with acceptance criteria. Unless otherwise stated in the SOW, if Contractor has not received written notice from County within ten (10) business days, following Contractor's notification to County of completion of the Services or delivery of the Deliverables, the applicable Services or Deliverables will be deemed accepted by County. If the SOW does not contain acceptance criteria, the applicable Services or Deliverables will be deemed accepted by County on the date of delivery unless Contractor receives written notice from County specifying the reason for non-acceptance within ten (10) business days after Contractor's completion of the Services or delivery of the Deliverables. In the event of a conflict between this provision or the SOW, the SOW shall control.

11. Disentanglement. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the County, or to any replacement providers designated by the County (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. County shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs and expenses, as set forth in the parties' executed change order or addendum.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive

free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated upon mutual written consent of the parties, or as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is

contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term or then-current renewal term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance:

   (1) Commercial General Liability (CGL): 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 and $2,000,000 aggregate.

   (2) Automobile Liability: Covering Tyler owned autos and rental vehicles, 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): Covering the negligent performance of technology related professional services, with limits no less than $2,000,000 per claim, $2,000,000 aggregate.

   OTHER INSURANCE PROVISIONS

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

   (5) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL policy with respect to claims arising out of or relating to this Agreement. General liability coverage can be provided in the form of a certificate of insurance.

   (6) Primary Coverage: For any claims arising out of this Agreement, Tyler's CGL and Auto Liability insurance coverage shall be primary insurance as between 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.

(7) Notice of Cancellation: Tyler will provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in this Agreement within thirty (30) days thereof.

(8) Waiver of Subrogation: Tyler hereby grants to County a waiver of any right to subrogation under our CGL and Auto Liability policies for any claims that arise out of or relate to this Agreement and are between County and Tyler, except to the extent the damage or injury is caused by County.

(9) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII.

(10) Verification of Coverage: Within a reasonable time from the Effective Date, Tyler shall furnish the County with a certificate of insurance listing the County as an additional insured on the policies required in this Agreement.

(11) Subcontractors: Tyler shall require and verify that all subcontractors maintain insurance commensurate with the scope of the subcontracted services. For the avoidance of doubt, Tyler may not add subcontractors after the Effective Date without County's consent, not to be unreasonably withheld.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy.

For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement. In particular:

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

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.

    This Agreement may only be modified by a written amendment signed by an authorized representative of each party. Any such written amendment will detail the changes involved and any related changes to the schedule and charges (a "Change Order"). We shall not proceed with any work beyond the scope of work set forth in the SOW until a written Change Order is executed by an Authorized Representative of each party. The County shall not be liable for any additional fees without an approved Change Order.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Tyler or any employee or agent of Tyler. Both parties acknowledge that Tyler is not an employee for state or federal tax purposes. Tyler shall retain the right to perform services for others during the term of this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of

such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of County Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve

the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. We agree to comply with all federal, state and local laws, codes, ordinances and regulations applicable to the performance of services under this Agreement. The fees listed in the Investment Summary (Exhibit A) are based, in part, on the cost of compliance with applicable laws existing as of execution of this Agreement. Should laws applicable to our performance under this Agreement change post-signature, we reserve the right to seek a change order for the additional work, time, and/or cost that may be required to comply with the new law, ordinance, or regulation.

24. 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.

25. 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.

26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
Exhibit E	Statement of Work
Exhibit F	Tyler's Proposal dated April 23, 2021
Exhibit G	County's Request for Proposal dated March 12, 2021

In the event of a conflict in the various Agreement documents listed above, the conflicting language will be interpreted and resolved according to the following order of precedence:

a. This Software as a Service Agreement, inclusive of Exhibits A-E;
b. Exhibit F – Tyler's Proposal; and
c. Exhibit G – Request for Proposal.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: June 17, 2022

Mariposa County, California

By: 76F9A972A33 Rosemarie Smallcombe ZorroSign

Name: Rosemarie Smallcombe

Title: Chair, Board of Supervisors

Date: 07/12/2022

APPROVED AS TO FORM:

76F9A972A47 Danielleywardle ZorroSign

Danielle Bondshu
Clerk of the Board
Countersigned Government Code § 25103

76F9A972A29 Steven W. Dahlem ZorroSign

Steven W. Dahlem
County Counsel

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
County of Mariposa
PO Box 2039
Mariposa, CA 95338
Attention: Steve Engfer
Email: sengfer@mariposacounty.org
Phone: 209-742-1250

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5541	0249	48231	48231: Debt Proceeds		(84,688)	
5541	0249	70511	70511: Software Fixed Assets		84,688	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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.

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE Steven J. Engler DATE 11/8/23

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Approving the Final Design of Three Murals to be Located at APN 002-040-002 (10313 Park Ln, Coulterville) as Part of the Working Lands, Working Artists Project

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Final Design of Three Murals to be Located at APN 002-040-002 (10313 Park Ln, Coulterville) as Part of the Working Lands, Working Artists Project

In August 2021, the Planning Department applied for the Our Town Grant from the National Endowment for the Arts to install three to five art projects by local artists throughout Mariposa County as part of the Working Lands, Working Artists project. The art pieces are intended to support and enhance our community's connection to and reliance on agriculture as a cultural, ecological, and economic resource. The artist that was selected to create these murals is Erica Wolfson who is a Coulterville native and shares a deep connection to Coulterville's agricultural community. Erica conducted community engagement through an online survey and in-person at Banderita Days which has shaped the final design of the murals.

The Working Lands, Working Artists project implements a recommendation from the Creative Placemaking Strategy which calls for more opportunities to bring agriculture and creative placemaking together because "connection to the land and the lifestyles that depend on the land, particularly agriculture, is deeply important to many Mariposans." There are many historic and contemporary stories related to agriculture in Mariposa, and this project is an opportunity to explore those stories with local artists.

BACKGROUND AND HISTORY OF BOARD ACTIONS

August 17, 2021 RES 2021-485: Adopt a Resolution Approving the Submittal of an Application to the National Endowment for the Arts (NEA) Our Town Grant Program to Fund the "Working Landscapes, Working Artists" Project; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

August 17, 2021 RES 2021-487: Adopt a Resolution Approving the Creative Placemaking Strategy, Finding the Project is Exempt from CEQA; and Authorize County Departments and Agencies to Pursue Implementing Its Recommendations

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The project will face serious delays that will compromise the implementation of the grant award.

FINANCIAL IMPACT

The costs associated with the mural installation will be covered by the Our Town grant from the Economic Development Administration.

ATTACHMENTS

1. **Public Engagement Results**
2. **Coulterville Park Murals**
3. **Resolution**

Mariposa Arts Council

DRAFT SUMMARY

WORKING LANDS, WORKING ARTISTS

Stakeholder Engagement
District 2: Banderita Days
with Erica Wolfsen

Working Lands, Working Artists: District 2

Overview

AGRICULTURAL AND WORKING LANDS CONSERVATION PLAN (AWLCP)

WORKING LANDS, WORKING ARTISTS

COULTERVILLE BANDERITA DAYS

Working Lands, Working Artists is a project designed to carry out *Creative Placemaking Strategy* recommendations in coordination with the ***Agricultural and Working Lands Conservation Plan (AWLCP)*** - a planning project that supports sustainability for the County's agricultural landscapes and lifeways. This project was created to feature the work of local artists and provide them with an opportunity to create art influenced by the perspectives of their peers and neighbors.

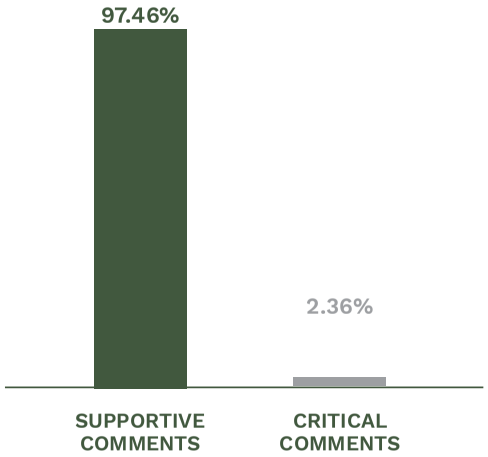
Selected artist, Erica Wolfesn is working with the Mariposa County Planning Department to design site specific murals in the Coulterville area. During Banderita Days, a four-day community festival, Erica provided opportunities for District 2 community members to view, ask questions, and supply feedback on her current mural concepts, which are listed in this document.

Working Lands, Working Artists: District 2

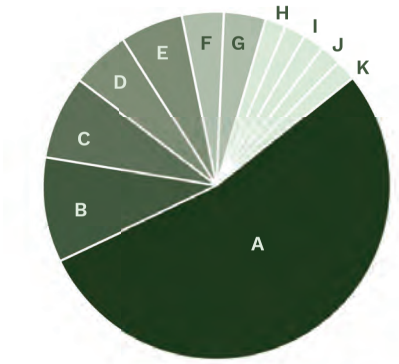
Feedback Data

CONCEPT SAMPLES

PROJECT IMPRESSION



PARTICIPANT REGIONS



a. District 2 - 28
b. La Grange - 5
c. Greeley Hill - 4
d. Coulterville - 3
e. Merced - 3
f. Don Pedro - 2
g. Bakerfield - 2
h. Jamestown - 1
i. Piney Creek - 1
j. San Francisco - 1
k. Tulare - 1
(Undefined - 3)

Concept Support

The overwhelming majority of all respondents were in favor of the mural concepts as evidenced by positive suggestions and thoughtful commentary via written response. Little over 2% of submitted comments were critical of the project.

Erica's concepts focus on three key narratives: **pastureland, pollinators, and flood and fire,** in response to input collected in the Mariposa County Agricultural and Working Lands Conservation Plan (AWLCP) stakeholder engagement process..

Responses

SUPPORTIVE | 58
SUGGESTIONS | 25
CRITICAL | 2

Supportive Comments

All of it resonates! This is exactly what our communal spaces need!!! I love how her ideas beautify our space and that her vision includes allowing children to paint.

I absolutely love it, so much better than that stupid rock wall that just growing grass out of there. I really love the ocean (?) one and that eyesore of a fence will be nice to get rid of.

I love seeing these murals anything/place we them. Brings beauty and creativity to any area. :-) Please do this. :-) I think it would beautify our little town. It will give people one more thing to come to look at in Coulterville.

It resonates with our community foundation of agriculture. That includes livestock, apiary, softwood and hardwood products. Our town's historic background of gold and placer mining. Not to forget John Muir and the expansive tourist and hospitality industries. The creative murals created and painted by local artisans that have and are able to share their experience with learning beginners. Especially youngsters, visitors, and local citizens alike.

This is a historical gold mining town. Now used mostly for pasture and grazing. These paintings being our assets to one location, the park, where both locals and tourists can view the beauty. Everything (about this project excites me). She has captured this areas beauty.

The concept and design ideas of this mural project proposed by Erica Wolfsen resonates with me. Promoting the beauty of nature and how we can support in promoting more inspiration and ideas to the protect the environment is/are great works. I am excited in seeing these murals being part of the Coulterville landscape and how it will inspire visitors and the community to promote the area/community as well.

(This project resonates with me because of) community comradery (I am excited about the) beautification.

I think the whole project resonates with me because the way we can show our contribution to our land by setting up murals to show appreciation to what we have. I feel like what excites me the most is the fact that this project is involved with the community, especially kids.

Public art creates atmosphere in towns that make people want to visit, live in, and take care. The murals depict daily life and scenery and make people who live there proud. Creates a serene atmosphere and gives a more inviting look to visit the park more often.

Pastureland is great. Arts is always cool. Love murals! That it is happening in town. Really like the images that (indecipherable word) in Mariposa.

I love the theme and colors and design. Highlighting natural beauty of our area, getting kids excited and involved. Love it!

I love this project. Ideas sound so awesome. Healing the bees and beautifying our area.

I think almost anyone would gain from an art class and realize what is possible by them. The students seem excited with their creations. Erica is a great instructor, very talented.

I really love the colors. It would make the park look nice. (It excites me) seeing people paint it also taking pictures of it.

I believe these paintings will bring a pop of color and smiles to the community. The detail will be sight to see which will encourage people to visit the town more.

I love the pastureland design, it's serene and calming. And the Fire and Flood design had a great flow. I love the subtly of the colors.

Beautiful mural project. Want to see it up! Definitely excited about the artist and plus the colors she chooses.

"Ode to Honey" and "Fire and Flood" both blend well with the background as well as encapsulate both the benefits and threats of the community. Pastureland echoes the local culture with a peaceful air. I am excited that this is locally provided.

Erica is lovely. Her youth and vision is palpable -- her vision is solid. I would expect anything she did would be valuable/good. (I am excited that this project) uses art instead of politics to make a difference.

I would love to see a colorful town. :-) I spend so much time at the park with my kids - we paint and draw everything we see. The murals would be so encouraging/inspiring to young artists.

The designs are all fantastic representations of ag and local ag culture in the North County area. The colors and designs are beautiful! The mural for the back of the stage will be the perfect backdrop for any kind of performance. I also love the "beehive" such a cleaver use of the structure.

I would be very happy seeing progression in this type of aspiration. I know not only does this type of art support agriculture sustainability it is also a residual support for economics. I'm excited about the aesthetics and message it conveys.

I would love to see all three murals, it would beautify the park and is likely to catch the eye of drivers passing through. It is representative of the local people. I personally am a rancher and a beekeeper.

Pride for the community, entertainment, excitement, education for tourists and locals alike. Absolutely long overdue. Needed!

This project resonates with me because it is a local artists and it will enhance the park, creativity and enjoyment. The color and imagination excites me. It makes Coulterville a little more beautiful. Anytime the community gets together and obtains support from the County or elsewhere, I am excited!

(Nothing) I'm all for it. I think this is a great idea. Add some ambiance to the park.

We need art for kids to progress artfully. I love beauty and it's about time.

Love the color and the brightness of this project. This would add character to our town.

I love the nature theme and how colorful it will be. I think it brings life to town.

I love color and art -- the artist's passion! Colors!

I like what I see. The beautification (excites me about this project).

The agricultural theme resonates with me. Having a local artist as good as Erica excites me.

Promotes uniqueness and creativity of Coulterville. Will add something tourists will remember, share online.

I appreciate the feeling expressed with the concept and colors. Having local artists being able to show the creativity is exciting.

Pastureland is cool. I like it a lot and the Fire and Flood.

I like the Fire and Flood because the blue reminds me of the ocean.

I like one on honey and pastureland.

First off, I love the pasture land - 122' long!

Would like to have "Fire and Flood" on stage.

Everything about this project excites me.

Continued >

Clean California Gateway Features & Mural Project

Responses

SUPPORTIVE | 58
SUGGESTIONS | 25
CRITICAL | 2

Supportive Comments

Lovely environmental integration. Common human themes.

I like it, the concepts really go with the history of the town. It'll be great to see our little town get some culture.

It's all about where we come from, what we've been thru

Love everything, all looks great.

The town is kinda bland it would look cool.

The town is old so it needs color.

I like the colors on the fire and flood.

Pastureland! Yes! Yes! Yes! Amazing Artist

I like the pasturelands.

Art is cool.

It'd be great

Honey and pasture lands are beautiful.

I love the pastureland and the fence.

I agree with everything you're doing. I love it all.

It's a hummdinger! I like it all.

SOUNDS GOOD. DO IT.

I'm drawn to the bees.

Everything looks fantastic.

I like all of it.

Suggestions and Contributions

People are allergic to bees. How about bears? **Administrative note, this project must highlight agriculture, of which bees and pollination is critical.*

For fence: incorporate poppies, native plants, native animals, etc. into the mural.

For the stage, I'd like to see a barn look with horses looking out, the stage by the shindig to like a historic porch. Match the pastureland.

What information would be helpful to the artist? Why just by meeting with our locals citizens. Their families, their hereditary backgrounds of the families how as pioneers cam to California and started with a gold pan, ox, and plow or an ax itself.

Fire and flood need to have some scorched pine trees. Pastureland needs our animals: deer, coyote, cow, sheep, goats.

Erica could suggest better details about the project than me.

Post online to bring more this beautiful scene. This be a sight to see and I know it will being smiles to everyone who sees it.

Fantastic design

For pastureland, I would suggest you add some of the common wildlife like turkey, deer, and coyotes. I would also add a small herd of cattle to show how we use our land. Maybe even add some wildflowers to showcase the beauty of our land.

I love the subject matter as shown. Beautiful!

Lots of color!

How about some birds?

All looks good, no changes suggested.

That's an artist decision as well as the community.

Possibly mentioning the local info on the lakes, mountain regions and bees and reasons for their benefits. :-)

I think the person or people involved should sign it. Beautiful designs - gorgeous. Wouldn't change a thing.

Make the bees fuzzier like many of the local bees.

I love the proposal

Bees scare me, they hurt!

Let the artist dictate the project and keep all the others out of the creative process.

If possible, feature wildflowers or heritage flowers native to Mariposa County. <3

Perhaps inconspicuous wildlife (deer?) images dotted somewhere into the pastureland mural.

Add local livestock and wildlife to pasture mural. Add queen and worker bees to beehive. Include cinder block wall in pool area.

I like Erica's work and seems she know what needs to happen to make progress here.

Critical Comments

Fire and flood mural too modern.

I'm not into the bees and the fire/flood murals

Working Lands, Working Artists

District 2 Stakeholder Engagement Summary | Internal Document

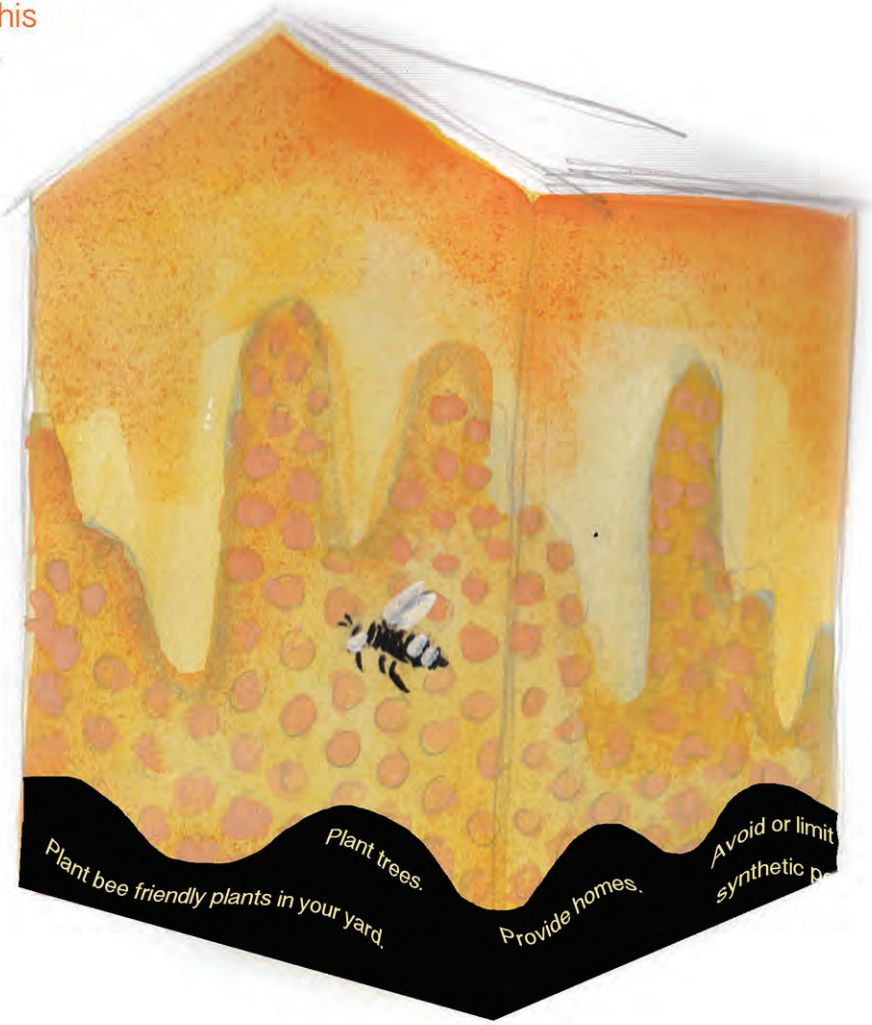
July 20, 2023

Ode to Honey

Location: Pump-house in Coulterville Park
Scale: Three walls each 6'3" wide and 6'3" tall plus 19” gable
Materials: Acrylic paint

“The more people who work on and with the land recognize its value, prioritize its health, and practice and teach [generational] stewardship. This potentially influences our public attitude toward environmental sustainability and conservation as an issue that is both relevant, active and a high shared priority for protection.”

-Agriculture and Working Lands Conservation Plan



Fundamental to the pollination of our food crops, bees undoubtedly promote the county's ecological and economic vitality. They help us, so let's help them.

Below are simple phrases for promoting bees and honey. I'd like to incorporate them in the bottom third of the mural so they can be easily read. This is a call to action; save our bees!

Bees need our help...

Plant bee friendly plants like flowers in your yard.

Avoid or limit synthetic pesticides and fertilizers.

Provide homes for bees.

Plant trees.

Honey is healthy...

Honey is...antioxidant, anti-inflammatory, antibacterial, and anitidiabetic. Honey promotes healthier respiratory, gastrointestinal, cardiovascular, and nervous systems.

Bees are vital...

Bees literally have a hand in helping 80% of the worlds food crops reproduce.

Fire and Flood

Location: Back of stage in Coulterville Park
Scale: 24' wide and 10' tall
Materials: Acrylic paint

Fires and floods are common here; they are natural and necessary for the health of the land. While this can be catastrophic for humans, when disaster strikes people here act as one. We step in and help. What tears us apart keeps us together.

Coulterville was recently named one of the nicest towns in America by Readers Digest. The article talked about neighbors rushing to help each other during fires and folks with car trouble receiving a steady stream of locals offering assistance. It's all true. When fire reached the edge of our ranch last summer, we had ten calls within the hour wanting to know if we needed help evacuating animals. Local youth showed up with buckets, a simple act that still makes me cry to think about.

Like any community, we have ideological differences, but at the end of the day we can count on each other.

"We are a rural county with all of those rural values and traditions, particularly those of community. Ranching and farming are woven into the fabric of Mariposa County's identity, now and in the future."
- Agriculture and Working Lands Conservation Plan

Pastureland

Location: Wooden fence in Coulterville Park running from the pool to the playground
Scale: 6' tall and 122' long
Materials: Acrylic paint

There is an intense peace to be found watching animals live and graze freely on the land. Something deep within us craves a view that is teaming with plant and animal life. Mariposa County residents know the privilege of this view and the intrinsic joy it causes.

I live on a 6th generation cattle ranch where I get to enjoy a foothill landscape free from human encroachment. I get to photograph cowboys and cowgirls driving cattle to and from remote pastureland, making a living using old traditions, and I know it may all disappear within my lifetime.

Let us celebrate and encourage the pastureland we have left, so that future generations can come and experience the profound peace of this landscape.

"There is a deep-rooted generational component of agriculture that few industries hold as distinctly. It is a historically human lifestyle; a culture; a social network. We are inexorably linked to lands and living in a rural community where we are either in the ag landscapes, adjacent to them, or connected to people who work them, we are held witness to their activity, abundance and distress to some degree at all times." -Agriculture and Working Lands Conservation Plan

Due to the length of the fence, this mural can feature an enormous amount of varying elements. Students can choose to incorporate livestock, barns, or wildlife. This imagery may evolve to include native species of plants as well.

I will offer the owners of the Jeffery the choice to continue the mural to the end of the fence, or I can restore their section of fence using the existing yellow color.

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ A RESOLUTION APPROVING THE FINAL DESIGN OF THREE MURALS TO BE LOCATED AT APN 002-040-002 (10313 PARK LN, COULTERVILLE) AS PART OF THE WORKING LANDS, WORKING ARTISTS PROJECT.

WHEREAS, the Board empaneled the Creative Placemaking Strategy Advisory Committee (CPSAC) to facilitate the implementation of the Creative Placemaking Strategy (CPS); and

WHEREAS, the CPS (adopted by the Board in 2021), used innovative, art-driven community engagement techniques to articulate a vision for creative placemaking projects throughout the County and recommends actions to realize that vision; and

WHEREAS, the National Endowment for the Arts awarded $75,000 to the Mariposa County Planning Department through the Our Town program to plan, coordinate, and install public art by local artists that support and enhance the community's connection to agricultural and working lands in conjunction with the development of the Mariposa County Agricultural and Working Lands Conservation Plan; and

WHEREAS, the selected location for the murals aligns with the CPS's recommendations for public art in the Town of Coulterville; and

WHEREAS, the design reflects the community engagement effort by the artist.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors does hereby approve the design of the mural to be located at APN 002-040-002 (10313 Park Ln, Coulterville) as part of the Working Lands, Working Artist Project.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 17th day of October 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:
ATTEST:

_____ _____

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-625

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Amendment with Mark Thomas Increasing the Amount by $383,578, for a New Amount Not to Exceed $807,236, for the ATP MES Connectivity Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Mark Thomas Increasing the Amount by $383,578, for a New Amount Not to Exceed $807,236, for the ATP MES Connectivity Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

There is a large amount of retaining wall work required on Bullion Street to accommodate new sidewalks. The project scope is also being revised to include a sidewalk along the Mariposa Elementary School parking lot on Jones Street. The school's drop-off/parking lot will be re-designed to include a sidewalk along the toe of the existing stone wall constructed in the late 1930s. Schoolchildren will be able to walk down the stairs at the intersection of Jones & 7th Street and have a safe connection to 6th Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, Resolution 2023-98, the Board approved a contract for On-Call Civil Engineering Services and approved Task Order No. 1 for the ATP MES Connectivity Project. Sidewalks will be constructed on Bullion Street, 6th Street, 7th Street and Jones Street.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; County will not be able to complete the design of sidewalks on Bullion Street, 6th Street, 7th Street and Jones Street.

FINANCIAL IMPACT

There is no financial impact to the General Fund. $383,578 is available in Fund 3626.

ATTACHMENTS

1. **First Amendment_Mark Thomas_ATP MES Connectivity**
2. **Mark Thomas - On Call Eng Services 2023-98**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe

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

FIRST AMENDMENT TO AGREEMENT FOR SCOPE OF WORK AND COMPENSATION FOR THE ATP MES CONNECTIVITY PROJECT

THIS FIRST AMENDMENT TO AGREEMENT FOR SCOPE OF WORK AND COMPENSATION FOR THE ATP MES CONNECTIVITY PROJECT, is made and entered into this 21th day of November 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mark Thomas, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 21, 2023, wherein Contractor agreed to provide design services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope & compensation to be provided to Contractor;

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

1. "Work to be Performed" is hereby amended to provide that Contractor agrees to provide additional services as described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. "COMPENSATION," is hereby amended to provide that an additional $383,578 will be added to the original amount of $423,658, making the total compensation paid to Contractor the not to exceed amount of $807,236.

Except as herein amended, the Master Contract for On Call Services 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

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Ed Noriega, Division Manager
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

EXHIBIT A

MARK THOMAS

September 19, 2023

Mr. Matt Hespenheide
4639 Ben Hur Road
Mariposa, CA 95338

Project No.: 22-00231

RE: Amendment Request #001 – Various Items

Dear Mr. Hespenheide:

The Mariposa Sidewalk Project is progressing to the 60% design phase. This amendment request includes the tasks:

The tasks below are consistent with the same details as the original Scope of Work.

Task #1: Additional Area - 30%, Survey, and Environmental

During the kick-off meeting, the County requested that we include additional area on Bullion St between 12th St and Jones St into the project. This task includes the additional effort to complete the 30% GAD, survey, and environmental for the additional area. Authorization has already been received to reallocate budget from Tasks 6.4, 6.5, and 6.6 and move to Tasks 2.0, 5.0, and 6.1.1 to cover the costs to perform this work. This request is to replenish the budgets of 6.4, 6.5, and 6.6.

- Mark Thomas - $24,228
- FSC - $6,400
- Northstar - $21,234

Task #2: Final Design (Including Additional Borings, Retaining Walls, and Survey)

This task includes the additional effort necessary to complete the Final Design (60%, 90%, and 100% PS&E) for the additional area that was requested during the kick-off meeting. This includes the additional retaining walls necessary to complete the project. The original Scope of Work assumed 1 standard wall. We now have 16 standard walls and 1 non-standard wall. The additional borings for the added retaining walls and the survey on Jones St along the elementary school is also included with this Task.

- Mark Thomas - $269,610
- Crawford - $58,001

- Northstar - $4,105

Exhibit B shows the details of our fee proposal to complete the effort. The total fee requested for the extra work is as follows:

• Task #1	$51,862
• Task #2	$331,716
Total	**$383,578**

If you have any questions regarding the items above, please feel free to contact me at 559-374-311 or via email at enoriega@markthomas.com.

Sincerely,
MARK THOMAS

Ed Noriega, PE
Division Manager - Fresno

Attachments:
Exhibit B - Cost Proposal
Email Authorization for Task #1
Subconsultant Scope/Fee

EXHIBIT B

COST PROPOSAL FOR PROJECT SCOPE: Mariposa- Sidewalk Project

MARK THOMAS

		Sr. Engineering Manager $361	Sr. Project Manager $252	Project Manager $204	Technical Lead $204	Sr. Project Engineer $177	Project Engineer $157	Design Engineer II $135	Design Engineer I $110	Sr. Technician $138	Intern $63	Sr. Project Accountant $176	Total Hours	Total MT Cost	Subconsultants: Northstar DBE	Subconsultants: FCS DBE	Subconsultants: Crawford DBE	TOTAL COST
PART 1	DESIGN/DEVELOPMENT TASKS																	
100	PROJECT MANAGEMENT/COORDINATION																	
1.1	Project Development Team Meetings		8				8						16	$3,272	-	-	-	$3,272
1.2	Client/Agency Coordination		4				8						12	$2,264	-	-	-	$2,264
1.3	Monthly Progress Reports						12						12	$1,884	-	-	-	$1,884
1.4	Quality Assurance/Quality Control		2		8		4						14	$2,764	-	-	-	$2,764
	Subtotal Phase 100	0	14	0	8	0	32	0	0	0	0	0	54	$10,184	$0	$0	$0	$10,184
200	SURVEYS/MAPPING																	
2.1	Data Gathering/Review												0	$0	917	-	-	$917
2.2	Subsurface Exploration												0	$0	12,128	-	-	$12,128
2.3	ROW Retracement Surveys												0	$0	3,784	-	-	$3,784
2.4	Prepare Landnet/Survey Control												0	$0	1,799	-	-	$1,799
	Subtotal Phase 200	0	0	0	0	0	0	0	0	0	0	0	0	$0	$18,627	$0	$0	$18,627
201	SURVEYS/MAPPING (Jones St)																	
2.1	Data Gathering/Review												0	$0	4,105	-	-	$4,105
	Subtotal Phase 201	0	0	0	0	0	0	0	0	0	0	0	0	$0	$4,105	$0	$0	$4,105
300	FIELD INVESTIGATIONS/GEOTECH RESEARCH																	
3.1	Site Reconnaissance, Project Preparation, Site Surveys and USA												0	$0	-	-	2,801	$2,801
3.2	Field Exploration												0	$0	-	-	7,342	$7,342
3.3	Laboratory Testing												0	$0	-	-	898	$898
3.4	Engineering Analysis												0	$0	-	-	10,886	$10,886
3.5	Draft and Final Reports												0	$0	-	-	6,036	$6,036
	Subtotal Phase 300	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$27,962	$27,962
400	UTILITY COORDINATION																	
4.1	Utility Coordination						10	20					30	$4,270	-	-	-	$4,270
4.2	Potholing												0	$0	2,606	-	-	$2,606
	Subtotal Phase 400	0	0	0	0	0	10	20	0	0	0	0	30	$4,270	$2,606	$0	$0	$6,876
500	ENVIRONMENTAL PERMITTING																	
5.1	Environmental Revalidation																	
5.1.1	Project Initiation												0	$0	-	430	-	$430
5.1.2	Project Description and Site Plan Review												0	$0	-	630	-	$630
5.1.3	Prepration of Techincal Studies												0	$0	-		-	$0
5.1.3.1	Phase 1 - Cultrual Resource Assessment												0	$0	-	(480)	-	-$480
5.1.3.2	Tree Inventory Report												0	$0	-	215	-	$215
5.1.4	Preparation of Adminstrative Draft Exemption Memorandum												0	$0	-	2,935	-	$2,935
5.1.5	Final Exemption Memorandum												0	$0	-	800	-	$800
	Subtotal Phase 500	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$4,530	$0	$4,530
600	FINAL DESIGN - PLANS, SPECS & ESTIMATE (PS&E)																	
6.1	GEOMETRIC APPROVAL DRAWINGS (30%) PLANS																	
6.1.1	30% - Roadway	4	10				42	50	40		40		186	$24,228	-	-	-	$24,228
6.1.2	30% - Retaining Walls												0	$0	-	-	-	$0
6.2	60% PLANS																	
6.2.1	60% - Roadway	8	20				40	64	50		40		222	$30,868	-	-	-	$30,868
6.2.2	60% - Retaining Walls														-	-	-	
6.2.2.1	Standard Retaining Walls		56				40	80	80				256	$39,992	-	-	-	$39,992
6.2.2.2	Non-Standard Retaining Walls					120		20		120			260	$40,500	-	-	-	$40,500
6.3	90% PLANS																	
6.3.1	90% - Roadway	2	20				40	64	56		20		202	$28,102	-	-	-	$28,102
6.3.2	90% - Retaining Walls														-	-	-	
6.3.2.1	Standard Retaining Walls		20				24	64	64				172	$24,488	-	-	-	$24,488
6.3.2.2	Non-Standard Retaining Walls					20		60	20	40			140	$19,360	-	-	-	$19,360
6.4	100% PLANS																	
6.4.1	100% - Roadway	2	4				20	24	20		20		90	$11,570	-	-	-	$11,570
6.4.2	100% - Retaining Walls														-	-	-	
6.4.2.1	Standard Retaining Walls		8				16	24	24				72	$10,408	-	-	-	$10,408
6.4.2.2	Non-Standard Retaining Walls					10		10		20			40	$5,880	-	-	-	$5,880
6.5	Special Provisions		18				8						26	$5,792	-	-	-	$5,792
6.6	Estimates						8	56	40				104	$13,216	-	-	-	$13,216
	Subtotal Phase 600	16	156	0	0	150	238	516	394	180	120	0	1770	$254,404	$0	$0	$0	$254,404
TASK 2	BIDDING AND CONSTRUCTION SUPPORT																	
2.1	ASSISTANCE DURING CONSTRUCTION/BIDDING																	
2.1.1	Bidding Assistance		4				24	16					44	$6,936	-	-	-	$6,936
2.2	DESIGN SUPPORT DURING CONSTRUCTION																	
2.2.1	Construction Support		8				32	32	24				96	$14,000	-	-	-	$14,000
2.2.2	Record Drawings						12	16					28	$4,044	-	-	-	$4,044
	Subtotal TASK 2	0	12	0	0	0	68	64	24	0	0	0	168	$24,980	$0	$0	$0	$24,980
TOTAL HOURS		16	182	0	8	150	348	600	418	180	120	0	2022					
OTHER DIRECT COSTS														$0	$0	$1,870	$30,039	$31,909
TOTAL COST		$5,776	$45,864	$0	$1,632	$26,550	$54,636	$81,000	$45,980	$24,840	$7,560	$0		$293,838	$25,338	$6,400	$58,001	$383,578

COVER LETTER

March 22, 2023

Ed Noriega, PE
Division Manager
Mark Thomas
7571 North Remington Avenue, Suite 102
Fresno, CA 93711

Subject: **Proposal to Prepare an Environmental Revalidation Services for the Mariposa Sidewalk Project in Mariposa, California**

FirstCarbon Solutions (FCS) is pleased to submit this Scope of Work, schedule, and fee for the preparation of Environmental Revalidation, as outlined in the RFP, for the proposed Mariposa Sidewalk Project (proposed project), in Mariposa, California.

FCS has been providing environmental consulting services for more than 39 years to public and private sector clients throughout Mariposa County and Central California. FCS prides itself not only on the quality of our technical work, but also on our highly responsive and proactive problem-solving approach. To that end, we will ensure a defensible and legally adequate environmental document for this project.

FCS welcomes the opportunity to continue our successful relationship with Mark Thomas (Client/Prime) and provide environmental review for the proposed project. FCS is committed to responding to project needs in a timely and cost-effective manner. Should you have any questions regarding this proposal, please contact me at 559.930.6191, or at pault@fcs-intl.com.

Sincerely,

Philip Ault, Director of Noise & Air Quality
FirstCarbon Solutions
7726 N. First Street, #413
Fresno, CA 93720

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Conklin, NY 13748

CANADA

UNITED KINGDOM

PORTUGAL

FRANCE

KENYA

AUSTRALIA

PHILIPPINES

CHINA

MALAYSIA

SINGAPORE

SCOPE OF WORK

Task 1.5.2 Environmental Revalidation (of the RFP)

Project Approach

The proposed project is a candidate for a streamlined approach to CEQA review. The possible CEQA statutory and categorical exemptions are discussed below:

Section 15168 is a streamlining process establishing a statutory exemption for projects involving individual activities that are consistent with the environmental effects analyzed within the scope of a certified programmatic Environmental Impact Report. FCS anticipates that the proposed project would further the goals, policies and programs of the Mariposa County General Plan and would be consistent with and would implement the Mariposa County General Plan's Circulation Goal 9-3: Create a bicycle, pedestrian, and equestrian system for recreation and transportation use. Additionally, the proposed project would be consistent with the noise, traffic and other construction-related policies in the General Plan. As such the proposed project would likely be exempt from further CEQA review as it is consistent with the General Plan and General Plan Program EIR.

Similarly, Section 15183 establishes a statutory exemption for projects that are consistent with the development density established by General Plan policies.

CEQA Exemption Section 15303(d) New construction or conversion of small structures applies to "construction and location of limited numbers of new, small facilities or structures", including but not limited to "water mains, sewage, electrical, gas, and other utility extensions including street improvements, of reasonable length to serve such construction."

CEQA Exemption Section 15304(a) Minor alterations to land applies to "Minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of mature, scenic trees except for forestry and agricultural purposes", including but not limited to:

- Grading on land with a slope of less than ten (10) percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard, such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist;

In addition to the potential exemptions listed above, CEQA Guidelines Section 15300.2 lists additional criteria that must be considered and evaluated to determine whether an exemption from CEQA review is appropriate. The criteria listed in Section 15300.2 are called exceptions, and include the following:

a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located - a project that is ordinarily insignificant in its impact on the environment may in a

particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

c) **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

f) **Historical Resources.** The memorandum would include an evaluation of these exceptions to confirm whether any of them apply to the proposed project.

FCS will evaluate the project according to one or more of the listed exemptions, and will also evaluate whether any exceptions listed in Section 15300.2 would prohibit the project from qualifying for an exemption.

Based on the assumption that none of the 15300.2 exceptions would apply to the proposed project and that the proposed project would not have impacts beyond what was analyzed in the General Plan, FCS anticipates that a simple memorandum of no more than 10 pages will suffice in support of the Exemption.

If, in our analysis, FCS determines that the proposed project does not qualify for an Exemption, or that additional analysis is required such that a straightforward memorandum will not suffice, FCS would provide a revised scope of services to provide the environmental analysis necessary.

Project Scope of Work

Subtask 1.5.2.1: Project Initiation

FCS will meet with Mark Thomas/County to confirm any initial data needs, discuss the project plans, coordinate critical path activities, and ensure that the proposed deliverable schedule is consistent with the overall project timeline. FCS will be prepared to discuss key issues of environmental concern related to the proposed project.

Subtask 1.5.2.2: Project Description and Site Plan Review

Using the information obtained at the kickoff meeting, FCS will prepare a comprehensive Project Description for Mark Thomas' review and approval that clearly describes and illustrates the proposed development activity, required discretionary approvals, and other pertinent information. The approved Project Description will form the basis for evaluating the project in the CEQA document.

The Project Description will include all of the information required to define the project for purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the project, and clearly illustrated project primary components displayed in exhibits based on geographic information systems (GIS) data.

The Draft Project Description will be submitted to Mark Thomas for review and approval prior to the development of the Administrative Draft CE Memorandum. This scope of work assumes that Mark Thomas will provide focused changes/revisions and clear direction on the Administrative Draft Project Description and will approve the Project Description once FCS has incorporated these changes. Any changes to the Project Description made after the Applicant has issued their approval and work on technical analysis has been initiated will require a budget augmentation and may extend the project schedule.

Deliverables

- Electronic version (via email) of the Administrative Draft Project Description in Word format.
- Electronic version (via email) of the Final Project Description in Word format.

Subtask 1.5.2.3: Preparation of Technical Studies

Based on the ultimate alignment determined to be needed for the sidewalk project, there is the potential for impacts to existing cultural/historic resources and to trees. Therefore, the following technical studies should be performed.

Phase I Cultural Resources Assessment (PI-CRA)

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be compiled into a stand-alone Phase I Cultural Resources Assessment (PI-CRA). This document will meet the Office of Historic Preservation (OHP) standards for Phase I evaluations and can be used to support determinations in any additional CEQA reporting. The PI-CRA will detail the results of the field investigation, record searches, and any additional resources discovered as a result of the assessment, as well as any recommendations for further study and/or mitigation within the project area, as needed. Should any significant cultural resources requiring recordation or evaluation be discovered during the records search or pedestrian survey, they will be addressed in a separate scope-of-work as described below.

Record Searches

FCS will conduct a records search at the Northwest Information Center affiliated with Sonoma State University and located in Rohnert Park. The record search will include a search of previous studies and identified cultural resources within the project area and a 1/2-mile radius. The National Register of Historic Places, the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, the California Built Environment Resource Directory, historic maps and photographs will be consulted along with other pertinent historic data. FCS will also attempt to locate and contact local historical societies that may have additional information about the project area, or interest in the project.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the Phase I Cultural Resources Assessment and does not satisfy lead agency consultation requirements pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (a.k.a. AB 52). Additional AB 52 consultation services beyond the current scope of work are available upon request.

Cultural Resources Field Survey

A pedestrian field survey will be conducted for the project area by an FCS Project Archaeologist utilizing standard 15 meter transect intervals and will include all portions of the project area, where possible.

Initial review of historic aerials dating back to the 1940s indicate the project area may contain buildings or structures over 45 years in age. Properties over 45 years in age are considered potential historic resources under CEQA and may require determination as to (1) whether the property is a historic resource, and (2) whether the proposed project may cause a substantial adverse change in the significance of a historic resource.

All previously unrecorded historic buildings/structures or archaeological sites will need to be initially evaluated for historic significance and recorded on appropriate Department of Parks and Recreation (DPR) forms. The property may have already been evaluated for historical resources through a previous survey or analysis, however FCS cannot determine, prior to completion of the records search or field survey, the need for recordation or the number of additional sites to be recorded. It is currently assumed that no historic buildings/structures or archaeological sites will require evaluation and subsequent recordation on DPR forms. Recordation costs are highly dependent on what is found, and will be addressed in a separate scope of work, if required.

Phase I Cultural Resources Assessment Report

FCS will compile the results of the records searches, pedestrian survey, NAHC and tribal outreach into a PI CRA that will meet Office of Historic Preservation (OHP) standards for Phase I Cultural Resource

studies under CEQA. The Phase I Report will include an analysis of existing and potential cultural resources and recommendations for further study and/or mitigation within the project area, as needed.

Deliverables

- Electronic version (via email) of the PI CRA.

Tree Inventory Report

FCS has partnered with South Environmental to prepare a Tree Inventory report for the project, which will require the following tasks.

Conduct Tree Inventory

Two qualified biologists will inventory all trees with a trunk diameter of 4-inches or more that are within, or the canopy is within the proposed work areas. The survey will include recording the trunk location with a sub-meter accurate GPS, measuring canopy height and spread, assessing health and disease, and assessing potential impacts to the tree from construction. Each tree will be photographed. Up to 100 trees are included in the cost for this proposal and additional trees will require additional hours and costs.

Prepare Tree Inventory Report

South Environmental will prepare a written report describing the proposed project and background, the methods and results of the tree inventory. The report will include a map of the trees, canopies, and proposed construction impacts. An assessment of impacts to the trees on the project site will be included as will recommendations for avoiding or minimizing impacts to the trees.

Deliverables

- Electronic version (via email) of the Tree Inventory Report.

Subtask 1.5.2.4: Preparation of Administrative Draft Exemption Memorandum

FCS will prepare an Administrative Draft Exemption memorandum providing a qualitative analysis for each environmental topic required pursuant to exemption criteria as well as the 15300.2 exceptions. The memorandum will include a conclusion section documenting whether the proposed project would qualify for exemption pursuant to its consistency with each criterion.

The exemption will also reference best practices for construction, based on analysis and mitigation contained in the General Plan EIR, other supporting documents, or uniformly applied policies, regulations, and/or ordinances.

Subtask 1.5.2.5: Final Exemption Memorandum

Following receipt of one set of consolidated comments (vetted comments with tracked changes in the Word document) on the Administrative Draft Exemption memorandum from Mark Thomas, FCS will make revisions in accordance with the overall scope of work. Note that this SOW assumes only one

round of comments and revisions to the memorandum. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with Mark Thomas/County regarding the need for additional funds to ensure implementation of all comments. FCS will revise the memorandum and provide a Final Exemption memorandum to Mark Thomas/County.

Task 1.5.3 Environmental Permits

Permitting

Due to the developed nature of the project site, environmental permitting is not anticipated.

SCHEDULE

Preparation of Administrative Draft Exemption Memorandum will be completed within 8 weeks of receipt of a signed contract and receipt of the 30 percent project design plans.

BUDGET

FCS has prepared the following budget to perform this scope of work.

Task	Fees
Task 1.5.2 Environmental Revalidation	
Subtask 1.5.2.1: Project Initiation	$1,300
Subtask 1.5.2.2: Project Description and Site Plan Review	$3,250
Subtask 1.5.2.3: Preparation of Technical Studies	
Phase I Cultural Resources Assessment Report	$7,250
Tree Inventory Report	$8,000
Subtask 1.5.2.4: Preparation of Administrative Draft Exemption Memo	$9,300
Subtask 1.5.2.5: Preparation of Final Draft Exemption Memo	$2,500
Direct Costs (mileage, field surveys, and agency report requests)	$1,870
Total FCS Professional Fee	**$33,470**

Assumptions

The assumptions used in calculating the above fees are:

- If there is a change in the project description by the applicant, a budget and schedule adjustment will be required to account for the project revisions.
- The fee is valid for up to 30 days from the date of this scope, after which it may be subject to revision.

- This price is based on completion of the work within the proposed schedule. If delays occur, an update to the schedule and amendment of the budget would be warranted to accommodate additional project management and other costs and to reflect the adjustments.
- Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- This scope of work assumes that all deliverables will be submitted electronically.

Invoice Billing

Invoices will be submitted monthly and will identify project progress on a percent complete basis.

TASK 1.2. SURVEYS/ MAPPING

Task 1.2.1 Data Gathering/Review

NorthStar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at the County to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and County surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Task 1.2.2 Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.

All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the existing roadway corridors, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- Existing pavement and utilities located within the project limits
- Existing pavement profile
- Existing ground elevations
- Drainage features, as necessary, within the project limits
- Physical improvements located within the project limits
- Visible utilities located within the project limits
- Wet utility inverts where accessible
- Existing road crossings and intersections
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6" or larger)/Limits of tree clusters
- Utility paint marks painted by USA
- Structures.

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 1.2.3 ROW Retracement Surveys

NSE will perform an ownership boundary retracement survey. We will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the rights-of-way and centerlines.

Task 1.2.4 Prepare Landnet/Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

Task 1.2 Deliverables

- Digital Terrain Model, topographic mapping, and Land Net Drawing (AutoCAD 2020) submitted through file transfer.

TASK 1.4. Utility Coordination

Task 1.4.2 Potholing (Optional)

NSE will perform a field survey to collect points for the potholes excavated. The information will include the reference points provided by the pothole firm to locate the existing utilities.

North Star Engineering Group, Inc.

MARIPOSA COUNTY
Sidewalk Project
Bullion Street (12th Street to Jones Street)
Survey/Mapping
22-Mar-23
Estimated Level of Effort

PRIMARY SCOPE TASKS		Principal Project Manager	Land Surveyor	Land Surveyor Assistant / Drafter	2-Man Survey Crew	Total Hours	Totals
TASK	TASK ACTIVITY Billing Rates	$182.24	$146.94	$129.29	$233.91	Total Hours	
1.2.	**SURVEYS/MAPPING**						
1.2.1	Data Gathering/Review	2	2	2	0	6	$916.94
1.2.2	Design Surveys	2	8	24	32	66	$12,128.08
1.2.3	ROW Retracement Surveys	2	4	2	11	19	$3,783.83
1.2.4	Prepare Landnet/Survey Control	2	8	2	0	12	$1,798.58
	TOTAL	**8**	**22**	**30**	**43**	**103**	**$18,627.43**
1.4.	**UTILITY COORDINATION**						
1.4.2	Potholing (Optional) (Includes 1 move-ins)	1	2	2	8	13	$2,605.98
	TOTAL	**1**	**2**	**2**	**8**	**13**	**$2,605.98**
	COMBINED TOTAL	**9**	**24**	**32**	**51**	**116**	**$21,233.41**

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services
Sacramento | Modesto | Pleasanton | Rocklin | Ukiah

Corporate Office: 4701 Freeport Boulevard, Sacramento, CA 95822
Modesto: 1405 8th Street, Modesto, CA 95354
Pleasanton: 6200 Stoneridge Mall Road, Suite 330, Pleasanton, CA 94588
Rocklin: 4220 Rocklin Road, Suite 1, Rocklin, CA 95677
Seattle: 1448 NW Market Street, Suite 500, Seattle, WA 98107
Ukiah: 100 North Pine Street, Ukiah, CA 95482

Mr. Ed Noriega, PE
Mark Thomas

September 11, 2023

Subject: Amendment Request #001
ATP MES Connectivity Project
Mariposa County, CA

Dear Mr. Noriega,

As requested, we provide this scope and fee to completed additional services associated with the ATP MES Connectivity project (Project). The Project originally included sidewalk improvements and a Caltrans Standard Type 6A retaining wall, approximately 3.3 to 6 ft tall along Bullion St and 6th Street. Crawford is currently scoped to complete three to four borings between 5 and 30 ft below ground surface (or auger refusal) to address these improvements.

During 30% design, additional retaining walls were identified along the project alignment. We understand 16 additional Caltrans Standard retaining walls (between about 15 to 135 ft long) are planned along Bullion St between Jones St and 5th St. Also, a 190 ft long (unknown height) soldier pile wall is planned at Mariposa Elementary School near Jones St. Additional sidewalk improvements are also planned along Bullion St between Jones St and 13th St.

To address the additional retaining walls, Crawford plans to complete an additional 7 to 8 (for a total of 10 to 11 borings) borings between 5 and 40 ft below ground surface (or auger refusal). At the soldier pile wall, we will auger and/or rock core 15 ft into intact rock or to a depth of 40 ft, whichever comes first. Some of the Caltrans Standard retaining walls are located within 5 ft of each other and therefore a boring is not required at each wall. Crawford will complete the borings on about 200 ft intervals, following general Caltrans retaining wall exploration guidance. Crawford also proposes to complete two dynamic cone penetrometer tests behind the existing wall near the school. To assess bedrock velocities/rippability and better determine the depth and hardness of the underlying bed rock at the proposed retaining wall locations, Crawford proposes to complete up to three seismic refraction surveys.

The additional retaining walls and sidewalks will be addressed in the Geotechnical Report in our current contract.

If you need any additional information to help justify our request for additional funding during the completion of project please do not hesitate to contact me. Please see the attached 10-H fee itemization for the additional work.

Sincerely,

Ellen Tiedemann, PE
Project Manager

Benjamin D. Crawford, PE, GE
President

County of Mariposa - ATP MES Connectivity (AM #001)

Crawford & Associates, Inc. 9/11/2023

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

	Crawford & Associates Staff (*Key)	Principal *	Senior Project Manager *	Senior Project Manager *	Project Manager II	Project Manager I	Senior Geologist	Senior Engineer	Project Engineer II	Project Engineer I	Staff Engineer	Administrative Assistant	Anticipated Salary Increase	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST
		B. Crawford	C. Trumbull	E. Nichols	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD				
	Initial Hourly Rate	$ 67.59	$ 70.39	$ 56.81	$ 54.85	$ 50.50	$ 46.43	$ 46.43	$ 39.38	$ 36.75	$ 31.00	$ 29.00	$195.49			
Fringe Benefits	88.29%	$ 59.68	$ 62.15	$ 50.16	$ 48.43	$ 44.59	$ 40.99	$ 40.99	$ 34.77	$ 32.45	$ 27.37	$ 25.60	$172.60			
Overhead	116.79%	$ 78.94	$ 82.21	$ 66.35	$ 64.06	$ 58.98	$ 54.23	$ 54.23	$ 45.99	$ 42.92	$ 36.20	$ 33.87	$228.32			
General & Administrative	20.00%	$ 13.52	$ 14.08	$ 11.36	$ 10.97	$ 10.10	$ 9.29	$ 9.29	$ 7.88	$ 7.35	$ 6.20	$ 5.80	$39.10			
Fixed Fee	10%	$ 21.97	$ 22.88	$ 18.47	$ 17.83	$ 16.42	$ 15.09	$ 15.09	$ 12.80	$ 11.95	$ 10.08	$ 9.43	$63.55			
	Hourly Rate	$ 241.69	$ 251.71	$ 203.15	$ 196.14	$ 180.58	$ 166.03	$ 166.03	$ 140.82	$ 131.41	$ 110.85	$ 103.70	$699.06			
TASK NO. 1																
	Coordination, Field Preparation, Permitting	1.0						3.0	5.0	2.0	8.0	2.0		$ 2,800.92		$ 2,800.92
TASK NO. 2																
	Subsurface Exploration	1.0				4.0				42.0	4.0	4.0		$ 7,341.60		$ 7,341.60
TASK NO. 3																
	Laboratory Testing					1.0		2.0	2.0			1.0		$ 897.97		$ 897.97
TASK NO. 4																
	Engineering Analysis	5.0				6.0		15.0	20.0	15.0	10.0	2.0		$ 10,885.87		$ 10,885.87
TASK NO. 5																
	Draft and Final Reports	3.0				2.0		4.0	4.0	20.0	8.0	2.0		$ 6,036.12		$ 6,036.12
	OTHER DIRECT COSTS															
	Mileage (IRS Rate)														$ 367.50	$ 367.50
	Per Diem														$ 412.00	$ 412.00
	Permit Fees														$ 1,408.00	$ 1,408.00
	Traffic Control Equipment														$ -	$ -
	Traffic Control (Minor)														$ -	$ -
	Traffic Control (Major)														$ 5,000.00	$ 5,000.00
	Drilling														$ 14,000.00	$ 14,000.00
	Steel Liners (MCAL)														$ 300.00	$ 300.00
	Hand Auger														$ -	$ -
	Wildcat DCP Equipment														$ 750.00	$ 750.00
	Wildcat DCP Tips														$ 30.00	$ 30.00
	Core Machine with Generator														$ -	$ -
	Core Machine Bit														$ -	$ -
	Core Boxes														$ 17.25	$ 17.25
	Seismic Refraction (12 Channel)														$ 1,300.00	$ 1,300.00
	Percolation Equipment														$ -	$ -
	Backfill														$ -	$ -
	Laboratory Testing (Crawford 2022 Rates, Attached)														$ 5,755.00	$ 5,755.00
	Subtotal- Hours/Tasks	10.0	0.0	0.0	0.0	13.0	0.0	24.0	31.0	79.0	30.0	11.0		$ 27,962.49	$ 29,339.75	
										TOTAL LABOR HOURS:		198.0		ANTICIPATED SALARY INCREASE:		$699.06
														TOTAL ESTIMATED FEE:		$ 58,001.30

North Star
Engineering Group, Inc.

PROPOSAL
MARIPOSA SIDEWALK
ADDITIONAL TOPOGRAPHIC SURVEY
MARIPOSA, CA
AUGUST 25, 2023

1. TOPOGRAPHIC SURVEY

A. Set horizontal and vertical control in the vicinity of the area of the additional Topographic Survey at the Mariposa Elementary School Site. Horizontal and vertical control will be based on the project control network.

B. Perform a Topographic Field Survey along Jones Street, 6th Street, and on the Mariposa Elementary School Site to locate the existing visible site improvements, street improvements, and visible utilities located within the expanded project limits. The Topographic Field Survey will include the area 30-feet northwesterly of the school retaining wall between the stairs at the west side of the extension of 7th Street to the northeasterly right-of-way of 6th Street. The following items are included:

- Pavement, sidewalk, and curbs
- Walls
- Fences
- Structures/Buildings
- Striping
- Visible Utilities and markings with measured inverts for accessible storm drain and sewer.
- Trees
- Signs

C. Update the Topographic Survey Map depicting the improvements and utilities within the project limits and adjacent roads. Provide a digital file in AutoCAD Civil 3D to include the surface improvements, contours, and utilities.

TIME & MATERIALS ESTIMATED BUDGET - $4,105.00

EXCLUSIONS:

1. Any task not listed in the above Scope of Work.
2. Title Reports and Supplemental Documentation (to be provided by Client).
3. Agency Fees, Applications, and Permits.

MARKTHO-01 MCDONALDJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2023

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 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 : Valley Forge Insurance Company — 20508 INSURER B : Continental Casualty Company — 20443 INSURER C : Continental Insurance Company — 35289 INSURER D : Lloyd's — NA 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: POLICY X PRO-JECT LOC OTHER:	X	X	7040185059	9/15/2023	9/15/2024	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 X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			7040283234	9/15/2023	9/15/2024	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
A	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	7040274825	9/15/2023	9/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability			ACS1126423	7/1/2023	7/1/2024	Limit	5,000,000

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2023

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.

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PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745
MARKTHOMA

CONTACT NAME: Doris A. Chambers
PHONE (A/C, No, Ext): 510- 272-1499 | FAX (A/C, No):
E-MAIL ADDRESS: Doris.Chambers@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co.	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mark Thomas & Company, Inc.
2833 Junction Avenue, Suite 110
San Jose CA 95134

COVERAGES **CERTIFICATE NUMBER:** 921010497 **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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability & Contractor's Pollution Liability			DPR5014213	7/1/2023	7/1/2024	Per Claim Annual Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF: Job No. 22-00231. Mariposa Co-On Call A&E. - Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than nonpayment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non payment of premium, 10 days written notice will be sent to the above.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

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

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-98

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

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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

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

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

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

OBLIGATIONS OF THE COUNTY

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

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

C. Serve as a liaison to the public.

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

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

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

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

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3. COMPENSATION

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

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

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

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

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

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

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

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

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

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

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11. NOTICE

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

CONTRACTOR:
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,

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Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

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21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

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27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
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
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E 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

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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

	$ 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

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	$ 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

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	$ 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

	$ 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

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	$ 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

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	$ 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

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	$ 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

	$ 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
*:ontract	$ 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
*:ontract	$ 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

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	$ 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

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	$ 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

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	$ 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

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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.
ntly 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)
red "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.

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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:

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

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H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

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by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

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SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

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LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

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CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

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upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2023

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	✓	✓	6078951385	9/15/2022	9/15/2023	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	Deductible - None						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	✓	✓	6078951371	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ 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)	$
							Comp/Coll Ded: $1,000	$
C	✓ UMBRELLA LIAB ✓ OCCUR			6078951399	9/15/2022	9/15/2023	EACH OCCURRENCE	$9,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$9,000,000
	☐ DED ☐ RETENTION $0						Deductible - None	$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	✓	6078951418	9/15/2022	9/15/2023	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
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

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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

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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**:

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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.

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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.

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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.

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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.

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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
Envelope Originator:
Certificate Pages: 5
Initials: 1
Mariposa Clerk of the Board
AutoNav: Enabled
5100 Bullion St FL 2
EnvelopeId Stamping: Enabled
Mariposa, CA 95338
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/6/2023 2:47:47 PM
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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 2023-626

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the Landscape Maintenance Agreement With Caltrans; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Landscape Maintenance Agreement With Caltrans; and Authorize the Board of Supervisors Chair to Sign the Agreement

Per Title 17.336 Mariposa Town Planning Area Supplementary Development Standards

A cooperative agreement between the property owners, the county, and the California Department of Transportation, if necessary is executed whereby any improvements will be constructed prior to or concurrently with the Highway 49 North improvement project.

Brown Bear Project. Design Review Application 2021-229, was reviewed at a public hearing and approved with 53 Project Conditions.

Frontage improvements were addressed with Condition No. 9

> *9. Frontage improvements, including a commercial width sidewalk, shall be required along the project parcel's frontage of Highway 49N. These improvements must meet the County Code requirements and applicable County Improvement Standards. Engineered plans shall be required. An encroachment permit for frontage improvements shall be obtained from Caltrans. Plans for any required frontage improvements shall require County Engineer approval prior to issuance of a grading or building permit, and prior to issuance of the Caltrans encroachment permit. All required encroachment improvements shall be completed and approved by Caltrans prior to issuance of a Certificate of Occupancy.*

BACKGROUND AND HISTORY OF BOARD ACTIONS

An Agreement between the County and Caltrans is a standard practice. The County entered into a Landscaping Maintenance agreement with Caltrans when the Human Services Building (Descor) was constructed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the County requirements will not be met.

FINANCIAL IMPACT

At this time, there will be no financial impact, but maintenance will be required by Public Works in the future.

ATTACHMENTS

1. Permit #1023-6RC-0128 draft LMA-CountyMariposa maintenance agreement-2

VOTE RESULT

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

LANDSCAPE MAINTENANCE AGREEMENT WITH THE COUNTY OF MARIPOSA

THIS AGREEMENT is made effective this _____ day of _____, 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of MARIPOSA; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for newly constructed or revised improvements within STATE's right of way by Permit Number 1023-6RC-0128.

2. This Agreement addresses COUNTY responsibility for the sidewalk, ADA curb ramps, driveway (collectively the "IMPROVEMENT") placed within State Highway right of way on State Route 49, as shown on Exhibit A, attached to and made a part of this Agreement.

3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of IMPROVEMENT as shown on said Exhibit A.

4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement.

   5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

6. COUNTY agrees, at COUNTY expense, to do the following:

   6.1. COUNTY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN IMPROVEMENT conforming to those plans and specifications (PS&E) pre-approved by STATE.

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6.2. COUNTY will submit the final form of the PS&E, prepared, stamped and signed by a licensed civil engineer, for IMPROVEMENT to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed IMPROVEMENT must meet STATE's applicable standards.

6.2.1. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

6.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way

6.3. COUNTY shall ensure that IMPROVED areas designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance during the entire life of this Agreement.

6.3.1. To expeditiously MAINTAIN, replace, repair or remove from service any IMPROVEMENT system component that has become unsafe or unsightly.

6.4. COUNTY shall ensure IMPROVEMENT within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the IMPROVEMENT in an expeditious manner.

6.5. To MAINTAIN all parking or use restrictions signs encompassed within the area of the IMPROVEMENT.

6.6. To remove IMPROVEMENT and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

7. STATE may provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.

8. STATE shall Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.

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9. LEGAL RELATIONS AND RESPONSIBILITIES:

9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or COUNTY facilities different from the standard of care imposed by law.

9.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN the IMPROVEMENT to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY's expense or direct COUNTY to remove or itself remove IMPROVEMENT at COUNTY's sole expense and restore STATE's right of way to its prior or a safe operable condition. COUNTY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing IMPROVEMENT, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to affect that cure.

9.3. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of COUNTY.

9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by

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reason of anything done or omitted to be done by COUNTY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public works. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

10. INSURANCE - COUNTY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

DRAFT

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF MARIPOSA

By: _____
MILES MENETREY
Chairman of the Board

Initiated and Approved

By: _____
DALLIN KIMBLE
County Administrative Officer

ATTEST:

By: _____
DANIELLE BONDSHU
Clerk of the Board

By: _____
STEVEN DAHLEM
County Counsel

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TONY TAVARES
Director of Transportation

By: _____
CHARLY MORELL
Acting Deputy District Director
Maintenance
District 10

As to Form and Procedure:

By: _____
Attorney
Department of Transportation

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED APCD 2023-9

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: PUBLIC HEARING to Approve a Resolution Adopting the Mariposa County Air Pollution Control District (MCAPCD) Federal 70 Parts Per Billion (ppb) Ozone Attainment Plan

---

RECOMMENDATION AND JUSTIFICATION

"PUBLIC HEARING" to Approve a Resolution Adopting the Mariposa County Air Pollution Control District (MCAPCD) Federal 70 Parts Per Billion (ppb) Ozone Attainment Plan

The Mariposa County Air Pollution Control District (MCAPCD) Federal 70 part per billion (ppb) Ozone Attainment Plan is recommended for adoption to satisfy Federal Clean Air Act (FCAA) requirements that the MCAPCD develop a plan to attain the 70 ppb 8-hour ozone National Ambient Air Quality Standard (NAAQS).

Federal clean air laws require areas with unhealthy levels of ozone, inhalable particulate matter, carbon monoxide, nitrogen dioxide, and sulfur dioxide to develop plans, known as State Implementation Plans (SIPs). SIPs are comprehensive plans that describe how an area will attain NAAQS. The 1990 amendments to the federal Clean Air Act set deadlines for attainment based on the severity of an area's air pollution problem.

The US EPA has established that MCAPCD has not attained the 2015 70 ppb 8-hour ozone standard. We are currently classified as "moderate" non-attainment. Based on California Air Resources Board (CARB) modeling and analysis, MCAPCD would not be able to meet the moderate standard by the established deadline of August 3, 2024. However, by voluntarily reclassifying as "serious" non-attainment, MCAPCD could meet this standard by the established deadline of August 3, 2027.

MCAPD staff with support from our air pollution control consultant, Mr. Ray Kapahi, and support from CARB, has developed a plan based on the serious non-attainment deadline. This has been reviewed by US EPA staff and is felt by them to meet the requirements under the FCAA.

As part of the process, MCAPCD must conduct a public hearing to consider the adoption of the MCAPCD Federal 70 ppb Ozone Attainment Plan including: conducting a public hearing; Receive staff report including consultant's comments; Receive public testimony; Waive reading of Resolution; Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the MCAPCD Federal 70 ppb Ozone Attainment Plan and directing staff actions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The MCAPCD has been in non-attainment for 8-hour 70 pbb ozone since 2004 when it was initially classified as 'mild' non-attainment by US EPA. In 2018, Mariposa County was designated and classified as Marginal. As the area did not meet the standard in 2021 (based on data from 2018 to 2020), the area was bumped to a Moderate nonattainment area on November 7, 2022.

Ozone is a reactive gas that at unhealthy levels can cause respiratory tract inflammation and irritation, worsening lung and heart conditions. Ozone production at the ground level occurs through chemical reactions involving oxides of nitrogen and reactive organic gasses.

In Mariposa County, the bulk of ozone is due to transportation from the San Joaquin Valley and Sacramento area. Emissions from mobile sources (cars and trucks) make up nearly all of the remaining ozone production. Only a small amount annually is derived from stationary sources within Mariposa County. Another source of ozone originating within Mariposa County are vegetation fires including prescribed and wildland fires. With the bulk of ozone arising from sources outside the regulatory authority of MCAPCD, the action needed to reduce these levels rests with the State and adjacent Air Pollution Control Districts. These actions will be included in their respective plans.

All nonattainment areas, including Mariposa County, are subject to the general planning and emission control requirements of Subpart 2 (Title I, Part D) of the CAA. These are incorporated into the Ozone Attainment Plan. These include:

- Emission Inventory
- Major Source Emission Statements
- New Source Review (NSR)
- EPA's Implementation Rule for the ozone NAAQS requires additional planning and emission control demonstrations necessary for Serious nonattainment areas in order to comply with the CAA:
    - Attainment Demonstration: using established modeling and analysis, MCAPCD must meet this by the end of 2026
    - Reasonably Available Control Measures (RACM)
    - Reasonable Available Control Technology (RACT)
    - Reasonable Further Progress (RFP): showing forecasted emissions reductions at milestone and attainment years of 2023 and 2026
    - Transportation Conformity
    - Contingency Measures
    - Transportation Control Measures
    - Enhanced Monitoring

MCAPCD has previously addressed meeting the SIP requirement through the MCAPCD rules and regulations. There has not been, previously, a formal approval of a resolution adopting an ozone attainment plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt the Ozone Attainment Plan. This would cause both the County and the State to not be in compliance with the Clean Air Act. This exposes the County to potential litigation.

FINANCIAL IMPACT

Funding for SIP implementation would be addressed through grant funding from CARB.

ATTACHMENTS

1. **10.17.23 MCAPCD RACT SIP for 2008 and 2015 FINAL**
2. **Air Pollution Appendices B-F**
3. **Air Pollution 11.6.2023 ITEM 370**

VOTE RESULT

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

Draft Staff Report

Mariposa County Air Pollution Control District

Reasonably Available Control Technology

State Implementation Plan

For the 2015 and 2008 Ozone National Ambient Air Quality Standards

October 18, 2023

5100 Bullion Street
P. O. Box 5
Mariposa, CA 95338
Phone: (209) 966-2220

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Appendix A – List of CTGs

Acronyms

AQMD – Air Quality Management District

BACT – Best Available Control Technology

CAA – Federal Clean Air Act

CARB – California Air Resources Board

CEIDARS – California Emission Inventory Development and Reporting System

CTG – Control Technique Guidelines

District or MCAPCD – Mariposa County Air Pollution Control District

EPA – US Environmental Protection Agency

MACT – Maximum Achievable Control Technology

MCAPCD or District – Mariposa County Air Pollution Control District

NAAQS – National Ambient Air Quality Standards

NOx – Oxides of Nitrogen

PPB – Parts per billion

RACT – Reasonably Available Control Technology

ROG – Reactive Organic Gases

SIP – State Implementation Plan

TOG – Total Organic Gases

EDCAQMD – El Dorado County Air Quality Management District

FRAQMD – Feather River Air Quality Management District

NSAQMD – Northern Sierra Air Quality Management District

SJVAPCD – San Joaquin Valley Air Pollution Control District

SMAQMD – Sacramento Metropolitan Air Quality Management District

VCAPCD – Ventura County Air Pollution Control District

YSAQMD – Yolo-Solano Air Quality Management District

Summary

State Implementation Plan (SIP) revision is being submitted by the Mariposa County Air Pollution Control District (District) to the U.S. Environmental Protection Agency (EPA) to fulfill requirements under the Federal Clean Air Act (CAA). Currently, Mariposa County has been designated as “Moderate” nonattainment for the 2015 8-hour ozone National Ambient Air Quality Standards (NAAQS or standard).

As part of the SIP, CAA requires that sources located in non-attainment areas designated as moderate or above implement reasonably available control technology (RACT) for:

1. Source categories covered by control techniques guidelines (CTG);
2. All major stationary sources of volatile organic compounds (ROGs) and oxides of nitrogen (NOx) that are not subject to a CTG.

Alternatively, the local air district may declare that there are no sources in the non-attainment area subject to RACT and adopt a Negative Declaration.

Mariposa County Air Pollution Control District staff (MCAPCD or District) has prepared this RACT analysis for all sources within the County. District staff have determined that:

1. There are no major sources in the District subject to RACT requirements and do not anticipate any major sources subject to CTGs. Therefore, a negative declaration is adopted for such CTGs.
2. There are current District regulations that need to be amended in order to meet RACT requirements. The regulations cover sources in two CTG categories:
    - Storage of Petroleum Liquids in Fixed Roof Tanks
    - Design Criteria for Stage 1 Vapor Control Systems for Gasoline Service Stations

MCAPCD proposes to amend the regulations within the next twelve six months in order to meet the RACT requirements. Specific District actions are described in this RACT evaluation.

1.0 Introduction

The County's air quality is regulated by the Mariposa County Air Pollution Control District. This agency is responsible to maintaining compliance with various state and federal ambient air quality standards. Air quality management work to attain standards in Mariposa County is a shared responsibility between EPA, California Air Resources Board (CARB) CARB and the District. EPA is responsible for emissions associated with locomotives, airplanes, ships, etc. The State has the authority to manage emissions from mobile sources such as cars, trucks, construction equipment, etc. The District has the authority to manage emissions from stationary and area sources within the County that are potentially subject to RACT.

1.1 Background

The Federal Clean Air Act (CAA) of 1970 required the EPA to develop health-based National Ambient Air Quality Standards (NAAQS) for six common, yet harmful, outdoor air pollutants in order to protect public health and the environment. EPA periodically reviews the NAAQS and associated scientific basis in determining appropriate revisions. Accordingly, EPA establishes new standards following advances in scientific understanding of the pollutant and its potential health effects.

1.2 Ozone

Ozone is a reactive gas that occurs in the upper atmosphere where harmful ultraviolet rays react with oxygen. It also occurs in the troposphere (ground level) where it is formed as a result of chemical reactions primarily involving oxides of nitrogen (NOx) and reactive organic gases (ROG) in the presence of sunlight. In Mariposa County, NOx emissions play a dominate role in the formation of ozone.

Research has shown that exposure to unhealthful levels of ozone can damage the tissues of the respiratory tract, causing inflammation and irritation, and result in symptoms such as coughing, chest tightness and worsening of asthma symptoms. In addition, ozone causes substantial damage to crops, forests and native plants. Ozone can also damage materials such as rubber and plastics.

1.3 2008 Ozone NAAQS

In 2008, EPA established a health based ambient air quality 8-hour ozone standard of 75 parts per billion (75 ppb standard). Mariposa County was designated "Marginal" nonattainment for the 75 ppb standard in 2012[1]. In 2016, the EPA determined that the Mariposa County failed to attain the 75 ppb standard by the applicable attainment date, and reclassified the area "Moderate" nonattainment[2]. In 2019, EPA issued a notice of final rule making, finalizing approval to determine that Mariposa County attained the 75 ppb standard by the "Moderate" area attainment deadline[3]. This determination did not suspend the requirement for Mariposa County to submit a RACT analysis for the 75 ppb standard.

[1] 77 Fed Reg. 30088. https://www.govinfo.gov/content/pkg/FR-2012-05-21/pdf/2012-11618.pdf
[2] 81 Fed Reg. 26697. https://www.govinfo.gov/content/pkg/FR-2016-05-04/pdf/2016-09729.pdf
[3] 84 Fed Reg. 44238. https://www.govinfo.gov/content/pkg/FR-2019-08-23/pdf/2019-17796.pdf

1.4 2015 Ozone NAAQS

In 2015, EPA adopted a more stringent 8-hour ozone NAAQS of 70 ppb[4]. In 2018, Mariposa County was designated as "Marginal" nonattainment for the 2015 ozone NAAQS[5]. The nonattainment area was re-designated as "Moderate", effective November 7, 2022. While Mariposa County is currently designated as "Moderate" nonattainment for the 2015 8-hour ozone standard, the District is requesting a re-designation to "Serious" to allow more time to attain the NAAQS. This request is contained in the SIP.

1.5 2008 Ozone NAAQS

On March 27, 2008, the EPA published a final rule lowering the federal ozone standard NAAQS from 0.084 ppm to 0.075 ppm. When the more stringent 2015 ozone NAAQS was adopted, EPA did not revoke the 2008 ozone NAAQS. Specifically, areas that violated the 2008 ozone NAAQS would continue to be subject to this standard.

In 2019, the ozone design value at the Turtleback Dome monitoring station exceeded the 0.075 ppm 8-hour ozone NAAQS. As a result, Mariposa County remains subject to the 2008 ozone NAAQS and must demonstrate how the standard would be attained. The ozone attainment plan for the more stringent 2015 ozone NAAQS would also demonstrate how the 2008 ozone NAAQS would be met.

[4] 80 Fed. Reg. 65292. https://www.govinfo.gov/content/pkg/FR-2015-10-26/pdf/2015-26594.pdf
[5] 83 Fed Reg. 25776. https://www.govinfo.gov/content/pkg/FR-2018-06-04/pdf/2018-11838.pdf

2.0 Challenges

2.1 Geography and Meteorology

Mariposa County is a rural area and the home of Yosemite National Park. As of the 2020 U.S. Census, the population of the County was 17,131. There are no incorporated cities in Mariposa County, however, there are communities recognized as census-designated places for statistical purposes. The County occupies 1,463 square miles. The economy of Mariposa County is dominated by tourism and there is no heavy industry in the County. Yosemite National Park tourism generates over one-half of all the private sector revenue and generates most of the vehicular traffic and emissions. These emissions, along with emissions from adjacent air basins, are the principal drivers of ozone in the County.

In Mariposa County, the summers are hot, arid, and mostly clear, which are favorable environmental conditions for ozone formation. The winters are relatively cold and wet. Over the course of the year, the temperature varies between 33 F to 89 F and is rarely below 25 F or above 96 F.

2.2 Pollutant Transport

Transport of emissions from San Joaquin Valley, and to a lesser extent the Sacramento metropolitan area, is the predominant cause of high ozone concentrations and exceedances in Mariposa County.

Wind flow into Mariposa County is typically from the west-northwest to south-southwest. Winds are generally daytime upslope and nighttime downslope flows, caused by the differential heating or cooling of air near mountain ground surfaces relative to air at the same height over land at lower elevations. Due to meteorological conditions and its geographic location downwind of the densely populated Central Valley, Mariposa County is heavily impacted by emissions from adjacent air basins. These winds transport ozone and ozone precursors from the Central Valley into Mariposa County.

3.0 RACT SIP Requirements

Under sections 182(b)(2) and 182 (f) of the federal Clean Air Act (CAA), non-attainment areas are obligated to implement RACT for sources that are subject to CTGs issued by the EPA. A list of CTGs is provided in Appendix A. RACT is also required for major sources of ROGs and NOx. These are referred to as non-CTG sources.

RACT is defined as the lowest emissions limitation that a particular source is capable of achieving that is reasonably available considering technological and economic feasibility[6]. RACT requirements are included in the CAA to ensure that significant source categories of ozone precursor emissions are controlled to a 'Reasonable" extent, but not necessarily to the more stringent Best Available Control Technology (BACT) or Maximum Achievable Control Technology (MACT).

According to EPA's implementation of the 2015 ozone NAAQS, areas classified as "Moderate" non-attainment or higher must submit a demonstration that their current rules fulfill the 8-hour ozone RACT for all categories and all non-CTG major sources as part of their ozone SIP.

The current RACT SIP is based on EPA guidance issued March 6, 2015[7] and EPA Region 9 Guidance issued March 9, 2006[8]. This guidance states that the RACT SIP should contain the following elements:

- Describe efforts to identify all source categories within the District requiring RACT, including CTG sources and non-CTG sources.
- Submit a negative declaration where there are no facilities (major or minor) within the District subject to CTGs.
- For all categories needing RACT, list the state/local regulation that implements RACT. EPA recommends that the date EPA approved these regulations as fulfilling RACT.
- Describe the basis for concluding that the regulations fulfill RACT. The basis includes, in part, review of regulations adopted by other state and local agencies. While not explicitly stated, the comparison needs to be with other Districts and States that have similar non-attainment designation. For the current requirements, the focus is on other California Districts that have been designated as being "Serious".
- Some Districts may use CAPCOA's September 2003, Potential All Feasible Measures (AFM) Report to help demonstrate RACT. If so, the RACT SIP should certify that local regulations are equivalent to AFM, justify the assumption that the AFM fulfilled RACT in 2003, and include some sort of certification/demonstration that no additional controls have become more reasonable available since then.

[6] 44FR 53762; September 17, 1979.
[77] "Questions Related to RACT in 8-Hour Ozone Implementation". EPA May 18, 2006.
[8] Letter from EPA to California Air Resources Board March 9, 2006.

4.0 RACT Determination and Findings

A RACT analysis involves the following steps:

1. Identify all CTG categories for which there are no facilities in the District. In such cases, seek a negative declaration for these categories;
2. Demonstrate that all major NOx and ROG sources are covered by RACT rules. For Mariposa County, the major source threshold if 50 tons per year for either NOx or ROG emissions;
3. For all sources subject to RACT, demonstrate that the District rules for ozone precursors satisfy RACT levels of stringency and enforceability;
4. Identify District actions required based on the RACT analysis.

4.1 Identify CTG Categories with No Sources

District staff reviewed the list of all permitted sources[9]. A review of the District files indicates that there are no stationary sources or emitting facilities for the following CTG Categories. The District does not anticipate that any known businesses will propose constructing any of these sources in the future.

To confirm that there are no operating facilities in the District that fall under a source category with RACT guidelines, Staff checked the following records:

- CARB's CEIDARS Database
- Website searches for facilities in Mariposa County
- Electronic 'Yellow Pages" for Mariposa County
- Consultation with County air quality planning staff

Staff did not find any operating facilities in Mariposa County under the source categories with RACT guidance. Therefore, the District is making a Negative Declaration for all CTGs except:

- Storage of petroleum liquids in a fixed roof tank
- Design criteria for Stage 1 vapor control systems at gasoline service stations

The list of CTGs for which Mariposa County is submitting a negative declaration appears in Table 4-1.

[99] The District maintains a record of all permitted sources. These records are not available on-line.

Table 4-1: CTG Categories with No Sources in Mariposa County

	CTG #	CTG Title
1	EPA-450/2-77-008	Surface Coating of Cans
2	EPA-450/2-77-008	Surface Coating of Coils
3	EPA-450/2-77-008	Surface Coating of Paper
4	EPA-450/2-77-008	Surface Coating of Fabric
5	EPA-450/2-77-008	Surface Coating of Automobiles and Light-Duty Trucks
6	EPA-450/2-77-022	Solvent Metal Cleaning
7	EPA-450/2-77-025	Refinery Vacuum Producing Systems, Wastewater Separators, and Process Unit Turnarounds
8	EPA-450/2-77-026	Tank Truck Gasoline Loading Terminals
9	EPA-450/2-77-032	Surface Coating of Metal Furniture
10	EPA-450/2-77-033	Surface Coating for Insulation of Magnet Wire
11	EPA-450/2-77-034	Surface Coating of Large Appliances
12	EPA-450/2-77-035	Bulk Gasoline Plants
13	EPA-450/2-77-037	Cutback Asphalt
14	EPA-450/2-78-015	Surface Coating of Miscellaneous Metal Parts and Products
15	EPA-450/2-78-029	Manufacture of Synthesized Pharmaceutical Products
16	EPA-450/2-78-030	Manufacture of Pneumatic Rubber Tires
17	EPA-450/2-78-032	Factory Surface Coating of Flat Wood Paneling
18	EPA-450/2-78-033	Graphic Arts-Rotogravure and Flexography
19	EPA-450/2-78-036	Leaks from Petroleum Refinery Equipment
20	EPA-450/2-78-051	Leaks from Gasoline Tank Trucks and Vapor Collection Systems
21	EPA-450/3-82-009	Large Petroleum Dry Cleaners
22	EPA-450/3-83-006	Leaks from Synthetic Organic Chemical and Polymer Manufacturing Equipment

23	EPA-450/3-83-007	Equipment Leaks from Natural Gas/Gasoline Processing Plants
24	EPA-450/3-83-008	Manufacture of High-Density Polyethylene, Polypropylene, and Polystyrene Resins
25	EPA-450/3-84-015	Air Oxidation Processes in Synthetic Organic Chemical Manufacturing Industry
26	EPA-450/4-91-031	Reactor Processes and Distillation Operations Processes in the Synthetic Organic Chemical Manufacturing Industry
27	EPA-453/R-96-007	Wood Furniture Manufacturing Operations
28	EPA-453/R-94-032	ACT Surface Coating Operations at Shipbuilding and Ship Repair Facilities
29	59 FR29216; 6/06/94	NESHAPS Aerospace Manufacturing and Rework
30	EPA-453/R-06-001	Industrial Cleaning Solvents
31	EPA-453/R-06-002	Offset Lithographic Printing and Letterpress Printing
32	EPA-453/R-06-003	Flexible Package Printing
33	EPA-453/R-06-004	Flat Wood Paneling Coatings
34	EPA 453/R-07-003	Paper, Film, and Foil Coatings
35	EPA 453/R-07-004	Large Appliance Coatings
36	EPA 453/R-07-005	Metal Furniture Coatings
38	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
39	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
40	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
41	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
42	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
43	EPA 453/R-08-004	Fiberglass Boat Manufacturing Materials
44	EPA 453/R-08-005	Miscellaneous Industrial Adhesives
45	EPA 453/R-08-006	Automobile and Light-Duty Truck Assembly Coatings
46	EPA 453/B-16-001	Oil and Natural Gas Industry

1

4.2 Demonstrate Major Non-CTG Sources are Covered by RACT

The current classification for both the 2008 and 2015 zone standard is “Moderate”. The threshold for a major source is 100 tons per year. However, with the voluntary request to reclassify as “Serious”, the threshold would become 50 tons per year for NOx and ROG. Currently, there are no existing or anticipated major sources of NOx or ROG in Mariposa County. Mariposa County submits a negative declaration for major stationary sources of NOx and ROG.

4.3 Demonstrate How Regulations Fulfill Current RACT Requirements

There are two source categories in Mariposa County subject to the CTGs.

Table 4-2: CTG Categories with Sources in Mariposa County

No.	CTG Category	CTG Title	CTG	CTG Date
1	Tanks	Storage of Petroleum Liquids in Fixed Roof Tanks	EPA-450/2-77-036	Dec 1997
2	ROG Control	Design Criteria for Stage 1 Vapor Control Systems Gasoline Service Stations	EPA-450/R-75-102	Nov 1975

Currently, there are two District Rules that cover these CTGs.

- Rule 213: Storage of Petroleum Products
- Rule 900: Benzene Airborne Control Measures at retail Service Stations

These are discussed in this section.

District Rule 213 Description

Rule 213 applies to tanks with a capacity of 250 gallons or greater with a permanent submerged fill pipe, unless the tank is equipped with a vapor recovery system or is a pressurized tank or is equipped with a floating roof. Tanks with a capacity greater than 40,000 gallons must be equipped with a vapor recovery system or must be equipped with a floating roof or must be pressurized.

This Rule was last amended (need date). The SIP approval date is August 22, 1977.

Status of EPA Approval in the California SIP

Rule 213 was approved and appears in the SIP last updated September 27, 2022. However, the language and content in the District’s version of Rule 213 differs from the language that was approved by the EPA. The District’s version of Rule 213 excludes reference to H&S Cade Section 39068.2, Article 2, Chap 3, Part

1 Division 26. The District version includes definitions (in Part A) that do not appear in the EPA version
2 of the Rule. In terms of stringency, both the EPA and District's versions of Rule 213 are equivalent.

3 **Comparison with Rules at Other District(s) Rules**

4 To demonstrate that RACT is satisfied, District staff reviewed similar rules promulgated at other Districts
5 in California to confirm the scope and stringency of each rule. Rules promulgated at the following
6 Districts were reviewed:

7 • San Joaquin Valley Air Pollution Control District (SJVAPCD)

8 • Sacramento Metropolitan Air Quality Management District (SMAQMD)

9 • Feather River Air Quality Management District (FRAQMD)

10 • Northern Sierra Air Quality Management District (NSAQMD)

11 • El Dorado County Air Quality Management District (EDCAQMD)

12 • Yolo-Solano Air Quality Management District (YSAQMD)

13 • Ventura County Air Pollution Control District (VCAPCD)

14 Although the staff reviewed the regulations of these Districts, only FRAQMD, NSAQMD, EDCAQMD,
15 YSAQMD and VCAPCD have been designated as being "Serious" non-attainment. Other Districts have
16 been designated as being "Severe" or "Extreme". Therefore, the current RACT analysis will focus only
17 on current regulations in District designated as being "Serious" Rule 213 was compared with similar rules
18 at FRAQMD, NSAQMD, EDCAQMD, YSAQMD and VCAPCD. The results of this comparison are
19 summarized below:

20 NSAQMD Rule 219[10] (Storage of Gasoline Products at Bulk Facilities) is similar to Rule 213, however, Rule
21 2019 has not been SIP approved)

22 FRAQMD Rule 3.9[11] (Organic Liquid Storage and Transfer) has not been SIP approved

23 EDCAQMD There are no rules related to storage of organic liquids

24 YSAQMD Rule 2.21[12] (Organic Liquid Storage and Transfer) this rule was SIP approved April 2, 2018. See
25 Table 4-3 for rule comparisonVCAPCD Rule 71.2[13] (Storage of Reactive Organic Compound Liquids)
26 approved December 6, 1993. See Table 4-3 for Rule comparison

27

[10] Available at: https://myairdistrict.com/wp-content/uploads/2016/02/Reg_II_-_219.pdf
[11] Available at: https://ww2.arb.ca.gov/sites/default/files/classic/technology-clearinghouse/rules/RuleID895p.pdf
[12] Available at: https://www.ysaqmd.org/wp-content/uploads/2020/05/2.21.pdf
[13] Available at: http://www.vcapcd.org/Rulebook/Reg4/RULE%2071.2.pdf

Table 4-3: Rule Comparison

Requirement or Applicability	MCAPCD Rule 213 Storage of Petroleum Products	YSAQMD Rule 2.21 Organic Liquid Storage and Transfer	VCAPCD Rule 71.2 Storage of Reactive Organic Compound Liquids
Tank Size	40,000 gallons with vapor pressure above 1.5 psia	40,000 gallons	40,000 gallons
Use of submerged fill pipe for tanks above 250 gallons	X	X	X
Use of floating roof tanks	Required if vapor pressure equals to or exceeds 1.5 psia	Required if vapor pressure equals to or exceeds 11 psia	Required.
Use of vapor recovery system	Required if no floating roof tank is used	Required if no floating roof tank is used	Required if no floating roof tank is used

The above analysis shows that Rule 213 is equally stringent as similar rules at YSAQMD and VCAPCD. As a result, no rule revision is required.

1) District Rule 900: Benzene Airborne Control Measure at Retail Service Stations

Rule 900 consists of two parts:

1) Transfer of gasoline from delivery trucks into a stationary storage tank.
2) Transfer of gasoline from gasoline storage tanks into motor vehicles.

The Rule requires the use of Phase I and II vapor recovery systems when transferring gasoline to storage tanks and to vehicles.

Status of EPA Approval in the California SIP

Rule 900 has not been approved by the EPA and does not appear in the California SIP.

Comparison with Rules at Other District(s) Rules

Currently, the most stringent district rule limiting emissions from the transfer of gasoline to and from storage tanks are:

- SCAQMD Rule 461
- SJVAPCD Rule 4622

These Districts, however, are classified as “Extreme” non-attainment for the ozone standard. A more appropriate comparison would be with the current regulations at Districts classified as ‘Serious”. These Districts and regulations are:

- NSAQMD Rules 214[14] and 215[15] (Phase I and II Vapor recovery Requirements)
- FRAQMD Rule 3.8[16] (Gasoline Dispensing Facilities)
- EDCAQMD Rule 238[17] (Gasoline Transfer and Dispensing)

Rule 900 is not as stringent as these rules. While these rules also require the use of Phase I and II vapor recovery systems when transferring gasoline into storage tanks and vehicles, these rules have a different annual throughput exemption level as Rule 900. FRAQMD Rule 3.8 has a throughput exemption level of 10,000 gallons per month. Rule 900 contains no such exemption.

4.4 Proposed District Actions to Meet RACT

1) Revise Rule 900 or submit additional rule for Gasoline Service Stations
2) Submit to CARB and EPA for review and comment
3) Issue a public notice informing the public of the rule revision
4) Submit revised or new rules to MCAPCD Board for approval
5) Submit to EPA for approval and inclusion into Mariposa County Air District Regulations in the California SIP

[14] Available at: https://ww2.arb.ca.gov/sites/default/files/classic/technology-clearinghouse/rules/RuleID3649.pdf
[15] Available at: https://ww2.arb.ca.gov/sites/default/files/classic/technology-clearinghouse/rules/RuleID3650.pdf
[16] Available at: https://ww2.arb.ca.gov/sites/default/files/classic/technology-clearinghouse/rules/RuleID894p.pdf
[17] Available at: https://ww2.arb.ca.gov/sites/default/files/classic/technology-clearinghouse/rules/RuleID825.pdf

Appendix A

List of Categories in RACT SIP Control Techniques Guidelines

	CTG #	CTG Title
1	EPA-450/R-75-102	Design Criteria for Stage I Vapor Control – Gasoline Service Stations
2	EPA-450/2-77-008	Surface Coating of Cans
3	EPA-450/2-77-008	Surface Coating of Coils
4	EPA-450/2-77-008	Surface Coating of Paper
5	EPA-450/2-77-008	Surface Coating of Fabric
6	EPA-450/2-77-008	Surface Coating of Automobiles and Light-Duty Trucks
7	EPA-450/2-77-022	Solvent Metal Cleaning
8	EPA-450/2-77-025	Refinery Vacuum Producing Systems, Wastewater Separators, and Process Unit Turnarounds
9	EPA-450/2-77-026	Tank Truck Gasoline Loading Terminals
10	EPA-450/2-77-032	Surface Coating of Metal Furniture
11	EPA-450/2-77-033	Surface Coating for Insulation of Magnet Wire
12	EPA-450/2-77-034	Surface Coating of Large Appliances
13	EPA-450/2-77-035	Bulk Gasoline Plants
14	EPA-450/2-77-036	Storage of Petroleum Liquids in Fixed-Roof Tanks
15	EPA-450/2-77-037	Cutback Asphalt
16	EPA-450/2-78-015	Surface Coating of Miscellaneous Metal Parts and Products
17	EPA-450/2-78-029	Manufacture of Synthesized Pharmaceutical Products
18	EPA-450/2-78-030	Manufacture of Pneumatic Rubber Tires
19	EPA-450/2-78-032	Factory Surface Coating of Flat Wood Paneling
20	EPA-450/2-78-033	Graphic Arts-Rotogravure and Flexography
21	EPA-450/2-78-036	Leaks from Petroleum Refinery Equipment
22	EPA-450/2-78-047	Petroleum Liquid Storage in External Floating Roof Tanks
23	EPA-450/2-78-051	Leaks from Gasoline Tank Trucks and Vapor Collection Systems
24	EPA-450/3-82-009	Large Petroleum Dry Cleaners

25	EPA-450/3-83-006	Leaks from Synthetic Organic Chemical and Polymer Manufacturing Equipment
26	EPA-450/3-83-007	Equipment Leaks from Natural Gas/Gasoline Processing Plants
27	EPA-450/3-83-008	Manufacture of High-Density Polyethylene, Polypropylene, and Polystyrene Resins
28	EPA-450/3-84-015	Air Oxidation Processes in Synthetic Organic Chemical Manufacturing Industry
29	EPA-450/4-91-031	Reactor Processes and Distillation Operations Processes in the Synthetic Organic Chemical Manufacturing Industry
30	EPA-453/R-96-007	Wood Furniture Manufacturing Operations
31	EPA-453/R-94-032	ACT Surface Coating Operations at Shipbuilding and Ship Repair Facilities
32	59 FR29216; 6/06/94	NESHAPS Aerospace Manufacturing and Rework
33	EPA-453/R-06-001	Industrial Cleaning Solvents
34	EPA-453/R-06-002	Offset Lithographic Printing and Letterpress Printing
35	EPA-453/R-06-003	Flexible Package Printing
36	EPA-453/R-06-004	Flat Wood Paneling Coatings
37	EPA 453/R-07-003	Paper, Film, and Foil Coatings
38	EPA 453/R-07-004	Large Appliance Coatings
39	EPA 453/R-07-005	Metal Furniture Coatings
40	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
41	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
42	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
43	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
44	EPA 453/R-08-003	Miscellaneous Metal and Plastic Parts Coatings
45	EPA 453/R-08-004	Fiberglass Boat Manufacturing Materials
46	EPA 453/R-08-005	Miscellaneous Industrial Adhesives
47	EPA 453/R-08-006	Automobile and Light-Duty Truck Assembly Coatings
48	EPA 453/B-16-001	Oil and Natural Gas Industry

Staff Report

Mariposa County Air Pollution Control District

Reasonably Available Control Technology

State Implementation Plan

For the 2015 and 2008 Ozone National Ambient Air Quality Standards

Appendices B-F

November 2023

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CARB 2022 Mobile Source Program

Key Mobile Source Regulations and Programs Providing Emission Reductions

Given the severity of California's air quality challenges and the need for ongoing emission reductions, the California Air Resources Board (CARB or Board) has implemented the most comprehensive mobile source emissions control program in the nation. CARB's comprehensive program relies on four fundamental approaches:

- Stringent emissions standards that minimize emissions from new vehicl_es and equipment;
- In-use programs that target the existing fleet and require the use of the cleanest vehicles and emissions control technologies;
- Cleaner fuels that minimize emissions during combustion; and,
- Incentive programs that remove older, dirtier vehicles and equipment and replace those vehicles with the cleanest technologies.

This multi-faceted approach has spurred the development of increasingly cleaner technologies and fuels and achieved significant emission reductions across all mobile source sectors that go far beyond national programs or programs in other states. These efforts extend back to the first mobile source regulations adopted in the 1960s, and pre-date the federal Clean Air Act Amendments (Act) of 1970, which established the basic national framework for controlling air pollution. In recognition of the pioneering nature of CARB's efforts, the Act provides California unique authority to regulate mobile sources more stringently than the federal government by providing a waiver of preemption for its new vehicle emission standards under Section 209(b). This waiver provision preserves a pivotal role for California in the control of emissions from new motor vehicles, recognizing that California serves as a laboratory for setting motor vehicle emission standards. Since then, CARB has consistently sought and obtained waivers and authorizations for its new motor vehicle regulations. CARB's history of progressively strengthening standards as technology advances, coupled with the waiver process requirements, ensures that California's regulations remain the most stringent in the nation.

In 1998, CARB identified diesel particulate matter as a toxic air contaminant. Since then, CARB adopted numerous regulations aimed at reducing exposure to diesel particulate matter while concurrently providing reductions in oxides of nitrogen (NOx) from freight transport sources like heavy-duty diesel trucks, transportation sources like passenger cars and buses, and off-road sources like large construction equipment. Phased implementation of these regulations will continue to produce emission reduction benefits through 2026 and beyond, as the regulated fleets are retrofitted, and as older and dirtier portions of the fleets are replaced with newer and cleaner models at an accelerated pace.

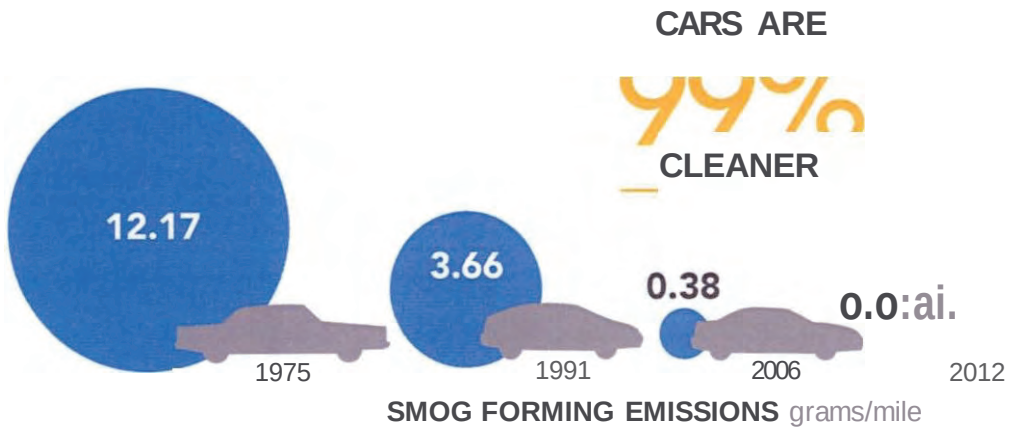
Further, CARB and District staff work closely on identifying and distributing incentive funds to accelerate cleanup of vehicles and engines. Key incentive programs include: Low Carbon Transportation, Air Quality Improvement Program, VW Mitigation Trust, Community Air Protection, tar! Moyer Program, Goods Movement Program, Clean Off-Road Equipment (CORE) and Funding Agricultural Replacement Measures for Emission Reductions (FARMER). These

incentive-based programs work in tandem with regulations to accelerate deployment of cleaner technology.

A. Light-Duty Vehicles

Figure 1 illustrates the trend in CARB smog forming emission standards for light-duty vehicles. Cars are 99 percent cleaner than they were in 1975 due to CARB's longstanding light-duty mobile source program. Since setting the nation's first motor vehicle exhaust emission standards in 1966 that led to the first pollution controls, California has dramatically tightened emission standards for light-duty vehicles. In 1970, CARB required auto manufacturers to meet the first standards to control NOx emissions along with hydrocarbon emissions. The simultaneous control of emissions from motor vehicles and fuels led to the use of cleaner-burning reformulated gasoline (RFG) that has removed the emissions equivalent of 3.5 million vehicles from California's roads. Since CARB first adopted it in 1990, the Low Emission Vehicle Program (LEV and LEV II) and Zero-Emission Vehicle (ZEV) Program have resulted irrthe production and sales of hundreds of thousands of zero-emission vehicles (ZEVs) in California.

Figure 1: Light-Duty Emission Standards



As a result of these efforts, light-duty vehicle emissions in Mariposa County have been reduced significantly since 1990 and will continue to decrease through 2026. From today, light-duty vehicle NOx emissions are projected to decrease by over 56 percent in 2026. Key light-duty programs include Advanced Clean Cars (ACC), On-Board Diagnostics, Reformulated Gasoline, Incentive Programs, and the Enhanced Smog Check Program.

1. Advanced Clean Cars

CARB's groundbreaking ACC program is now providing the next generation of emission reductions in California, and ushering in a new zero emission passenger transportation system. The success of this program is evident: California is the world's largest market for Zero Emission Vehicles (ZEVs), with over 87 models available today, including battery-electric, plug-in hybrid

electric, and fuel cell electric vehicles. A wide variety are now available at lower price points, attracting new consumers. As of February 2022, Californians, who drive only 10 percent of the nation's cars, now account for over 40 percent of all zero-emission cars in the country. The U.S. makes up about half of the world market. This movement towards commercialization of advanced clean cars has occurred due to CARB's ZEV requirements, part of ACC, which affects passenger cars and light-duty trucks.

CARB's ACC Program, approved in January 2012, is a pioneering approach of a 'package' of regulations that - although separate in construction - are related in terms of the synergy developed to address both ambient air quality needs and climate change. The ACC program combines the control of smog, soot causing pollutants and greenhouse gas {GHG} emissions into a single coordinated package of requirements for model years 2015 through 2025. The program assures the development of environmentally superior cars that will continue to deliver the performance, utility, and safety vehicle owners have come to expect

The ACC Program also included amendments affecting the current ZEV requirements through the 2017 model year in order to enable manufacturers to successfully meet 2018 and subsequent model year requirements. These ZEV amendments are intended to achieve commercialization through simplifying the regulation and pushing technology to higher volume production in order to achieve cost reductions. The ACC Program will continue to achieve benefits into the future as new cleaner cars enter the fleet and displace older and dirtier vehicles.

Going beyond these regulations, California will be transitioning to zero emissions. In support of California's transition to zero-emission vehicles, in 2020, Governor Newsom signed Executive Order N-79-20[1] which established a goal that 100 percent of California sales of new passenger cars and trucks be zero-emission by 2035. Advanced Clean Cars II (ACC II), a measure in the 2016 State SIP Strategy, is a significant effort critical to meeting air quality standards, and was adopted by the CARB Board in August 2022. ACC II is consistent with the Governor Newson's Executive Order and has the goal of cutting emissions from new combustion vehicles while taking all new vehicle sales to 100 percent zero-emission no later than 2035.

With this order and many other recent actions, Governor Newsom has recognized that air pollution remains a challenge for California that requires bold action. Zero-emission vehicle commercialization in the light-duty sector is well underway. Longer-range battery electric vehicles are coming to market that are cost-competitive with gasoline fueled vehicles and hydrogen fuel cell vehicles are now also seeing significant sales. Autonomous and connected vehicle technologies are being installed on an increasing number of new car models. A growing network of retail hydrogen stations is now available, along with a rapidly growing battery charger network.

[1] Executive Order N-79-20 https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf

2. On Board Diagnostics (OBD)

OBD systems serve an important role in helping to ensure that engines and vehicles maintain low emissions throughout their full life. OBD systems are designed to identify when a vehicle's emission control systems or other emission-related computer-controlled components are malfunctioning, causing emissions to be elevated above the vehicle manufacturer's specifications. Many states currently use the OBD system as the basis for passing and failing vehicles in their inspection and maintenance programs, as is exemplified by California's Smog Check program.

California's first OBD regulation required manufacturers to monitor some of the emission control components on vehicles starting with the 1988 model year. In 1989, CARB adopted OBD II, which required 1996 and subsequent model year passenger cars, light duty trucks, and medium duty vehicles and engines to be equipped with second generation OBD systems. The Board has modified the OBD II regulation in regular updates since initial adoption to address manufacturers' implementation concerns and, where needed, to strengthen specific monitoring requirements. Most recently, the Board amended the regulation in 2021to require manufacturers to implement Unified Diagnostic Services (UDS) for OBD communications, which will provide more information related to emissions-related malfunctions that are detected by OBD systems, improve the usefulness of the generic scan tool to repair vehicles, and provide needed information on in-use monitoring performance. UDS implementation would be required for all 2027 and subsequent model year light- and medium-duty vehicles and engines, as well as some heavy-duty vehicles and engines.

3. California Enhanced Smog Check Program

The Bureau of Automotive Repair (BAR) is the State agency charged with administration and implementation of the Smog Check Program. The Smog Check Program is designed to reduce air pollution from California registered vehicles by requiring periodic inspections for emission-control system problems, and by requiring repairs for any problems found. In 1998, the Enhanced Smog Check program began in which Smog Check stations relied on the BAR-97 Emissions Inspection System (EIS) to test tailpipe emissions with either a Two-Speed Idle (TSI) or Acceleration Simulation Mode (ASM) test depending on where the vehicle was registered. For instance, vehicles registered in urbanized areas received an ASM test, while vehicles in rural areas received a TSI test.

In 2009, the following requirements were added in to improve and enhance the Smog Check Program, making it more inclusive of motor vehicles and effective on smog reductions:

- Low pressure evaporative test;
- More stringent pass/fail cutpoints;
- Visible smoke test; and
- Inspection of light- and medium-duty diesel vehicles.

The next major change in the Program was due to AB 2289, adopted in October 2010, a new law restructuring California's Smog Check Program, streamlining and strengthening inspections, increasing penalties for misconduct, and reducing costs to motorists. This new law, supported by CARS and BAR, promised faster and less expensive Smog Check inspections by talking advantage of the second generation of OBD software installed on all vehicles. The new law also directs vehicles without this equipment to high-performing stations, helping to ensure that these cars comply with current emission standards. This program will reduce consumer costs by having stations take advantage of diagnostic software that monitors pollution-reduction components and tailpipe emissions. Beginning mid-2013, testing of passenger vehicles using OBD was required on all vehicles model years 2000 or newer.

4. Reformulated Gasoline (CaRFG)

Since 1992, CARS has been regulating the formulation of gasoline through the California Reformulated Gasoline program (CaRFG). The CaRFG program has been implemented in three phases and has resulted in California gasoline being the cleanest in the world. California's cleaner-burning gasoline regulation is one of the cornerstones ofthe State's efforts to reduce air pollution and cancer risk. Reformulated gasoline is fuel that meets specifications and requirements established by CARS, which reduced motor vehicle toxics by about 40 percent and reactive organic gases by about 15 percent. The results from cleaning up fuel can have an immediate impact as soon as it is sold in the State. Vehicle manufacturers design low-emission emission vehicles to take full advantage of cleaner-burning gasoline properties.

5. Incentive Programs

There are many different incentive programs focusing on light-duty vehicles that produce extra emission reductions beyond traditional regulations. Incentive programs encourage both the early retirement of dirty, older cars and the purchase of newer, lower-emitting vehicle engines and technologies. Several State and local incentive funding pools have been used historically -- and remain available -- to fund the accelerated turnover of on-road heavy-duty vehicles.

The State, in partnership with the local air districts, has a well-established history of using incentive programs to advance technology development and deployment, and to achieve early emission reductions. Since 1998, CARS and California's local air districts have been administering incentive funding to accelerate the deployment and turnover to cleaner vehicles, starting with the Moyer Program. In recognition ofthe key role that incentives play in complementing State and local air quality regulations to reduce emissions, the scope and scale of California's air quality incentive programs has since greatly expanded. Each of CARB's incentive programs has its own statutory requirements, goals, and categories of eligible projects that collectively provide for a diverse and complex incentives portfolio. CARS uses this portfolio approach to incentives to accelerate development and early commercial deployment of the cleanest mobile source technologies and to improve access to clean transportation.

The Fiscal Year (FY) 2021-22 State Budget included an unprecedented level of investment in ZEVs, with $2.3 billion allocated for CARS over the next three years, specifically dedicated to

incentive-based turnover of mobile source vehicles and equipment, as part of a $3.9 billion comprehensive, multi-agency package to accelerate progress toward the State's zero-emission vehicle goals established under Executive Order N-79-20. With the 2022-23 State Budget, Governor Newsom is further reinforcing California's commitment to transitioning away from combustion vehicles with an additional $6.1 billion in ZEV investments over the next 5 years.

a) Low Carbon Transportation Investments and Air Quality Improvement Program (Clean Transportation Incentives)

California's Low Carbon Transportation Investments and the Air Quality Improvement Program form CARB's major incentive funding program, which works in concert with the State's larger portfolio of clean transportation investments. Together, the Low Carbon Transportation Investments and Air Quality Improvement Program are known as the Clean Transportation Incentives program; they provide mobile source incentives to reduce greenhouse gas, criteria pollutant, and toxic air contaminant emissions through the deployment of advanced technology and clean transportation in the light-duty and heavy-duty sectors.

The Clean Transportation Incentives Program is part of California Climate Investments and is designed to accelerate the transition to advanced technology low carbon freight and passenger transportation, with a priority on providing health and economic benefits to California'.s most disadvantaged communities, and with a focus on increasing deployment of zero-emission vehicles and equipment wherever possible. Low Carbon Transportation Investments are supported by California's Cap-and-Trade auction proceeds. The Air Quality Improvement Program (AQIP) is a mobile source incentive program that focuses on reducing criteria pollutant and diesel particulate emissions with concurrent GHG reductions. AQIP is appropriated from the Air Quality Improvement Fund.

Each year, the legislature appropriates funding to CARB for the Low Carbon Transportation Investments and Air Quality Improvement Programs, and allocations are used to fund multiple programs in the passenger vehicle, on-road heavy-duty, and off-road vehicle sectors, including: the Clean Vehicle Rebate Project (CVRP); Enhanced Fleet Modernization Program and Plus-Up Pilot Project (Clean Cars 4 All); and the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP).

i. *Clean Vehicle Rebate Program (CVRP)*

As one of the programs funded through the Clean Transportation Incentives program, CVRP is a vehicle purchasing incentives program that provides consumer rebates to reduce the price for new ZEV purchases and is designed to offer vehicle rebates on a first-come, first-serve basis for light-duty ZEVs, plug-in hybrid electric vehicles, and zero-emission motorcycles. In FY 2021-22, CVRP was allocated $525 million.

ii. *Clean Cars 4 All (CC4A}*

Clean Cars 4 All (formerly known as the Enhanced Fleet Modernization Program Plus-Up Pilot Project) is another Clean Transportation Incentives program for passenger vehicles. Clean Cars 4 All provides incentives for lower-income consumers living in and near disadvantaged

communities who scrap their old vehicles and purchase new or used hybrid, plug-in hybrid, or zero-emission vehicle replacement vehicles. The budget for FY 2021-22 included $75 million for the statewide expansion of CC4A.

iii. Other Clean Transportation Equity Investments

CARB also funds a suite of transportation equity pilot projects aimed at increasing access to clean transportation and mobility options for priority populations in disadvantaged and low-income communities, and for lower-income households. This includes clean vehicle ownership projects, clean mobility options, streamlining access to funding and financing opportunities, and increasing community outreach, education and exposure to clean technologies. Clean Transportation Equity pilot projects exemplify the importance of understanding the unique needs across communities and provide lessons for how we most directly address barriers to collectively achieve our equity, air quality, and climate goals. Major Clean Transportation Equity Investment programs include Clean Mobility Options, Clean Mobility in Schools, Financing Assistance; and Sustainable Transportation Equity Project (STEP). Clean transportation Equity Investment projects were allocated $150 million in the FY 2021-22 budget, which includes the $75 million for CC4A mentioned above.

Financing Assistance provides eligible consumers buy-down and financing opportunities to purchase or lease a new or used clean vehicle, such as a conventional hybrid electric vehicle (HEV), plug-in hybrid (PHEV), or battery electric vehicle (BEV). Clean Mobility in Schools Projects are located within disadvantaged communities and are intended to encourage and accelerate the deployment of new zero-emission school buses, school fleet vehicles, passenger cars, lawn and garden equipment, and can incorporate alternative modes of transportation like transit vouchers, active transportation elements, and bicycle share programs. In the light-duty sector, some of the Clean Mobility Options programs that CARB funds include the Cleal] Mobility Options Voucher Pilot Program (CMO). CMO provides voucher-based funding for low-income, tribal, and disadvantaged communities to fund zero-emission shared and on-demand services such as carsharing, ridesharing, bike sharing, and innovative transit services. STEP is a new transportation equity pilot program that funds zero-emission carsharing, bike sharing, public transit and shared mobility subsidies, among other projects.

b) Consumer Assistance Program

California's voluntary vehicle retirement program, the Consumer Assistance Program (CAP), is administered by BAR and provides low-income consumers repair assistance including up to $1,200 in emissions-related repairs if their vehicle fails its biennial Smog Check Test inspection, and/or up to $1,500 per vehicle for retiring operational vehicles at BAR-contracted dismantler sites.

B. Medium- and Heavy-Duty On-Road Trucks

Due to the benefits of CARB's longstanding heavy-duty mobile sowce program, heavy-duty on-road vehicle emissions in Mariposa County have been reduced significantly since 1990 and will continue to decrease through 2026. From today, medium- and heavy-duty NOx emissions are

projected to decrease by 56 percent in 2026. Key programs contributing to those reductions include new heavy-duty engine standards, cleaner diesel fuel requirements, California's Truck and Bus Regulation and incentive programs.

1. Heavy-Duty Engine Standards

Since 1990, heavy-duty engine NOx emission standards have become dramatically more stringent, dropping from 6 grams per brake horsepower-hour (g/bhp-hr) in 1990 down to the current 0.2 g/bhp-hr standard, which took effect in 2010. In addition to mandatory NOx standards, there have been several generations of optional lower NOx standards put in place over the past 15 years. Most recently in 2015, engine manufacturers were allowed to certify to three optional NOx emission standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, and 0.02 g/bhp-hr (i.e., 50 percent, 75 percent, and 90 percent lower than the current mandatory standard of 0.2 g/bhp-hr). The optional standards allow local air districts and CARB to preferentially provide incentive funding to buyers of cleaner trucks, and to encourage the development of cleaner engines.

2. Optional Low-NOx Standards for Heavy-Duty Diesel Engines

In 2013, California established optional low-NOx standards for heavy-duty diesel engines (Optional Reduced Emissions Standards for Heavy-Duty Engines regulation), with the most aggressive standard being 0.02 g/bhp-hr, 90 percent below the federally required standard. The optional low-NOx standards were developed to pave the way°for more stringent mandatory standards by encouraging manufacturers to develop and certify low-NOx engines and incentivizing potential customers to purchase these low-NOx engines. By 2019, a total of fifteen engines families, some using natural gas and others using liquefied petroleum gas, had been certified to the optional low-NOx standards.

3. Heavy-Duty Engine and Vehicle Omnibus Regulation

In 2021, CARB comprehensively overhauled how NOx emissions from new heavy-duty engines are regulated in California through the adoption ofthe Heavy-Duty Engine and Vehicle Omnibus Regulation which reduces NOx emissions from the engines in medium- and heavy-duty vehicle classes. The Omnibus Regulation includes NOx certification emission standards and in-use standards that significantly reduce tailpipe NOx emissions during most vehicle operating modes such as high-speed steady-state, transient, low load urban driving, and idling modes of operation. Additionally, revisions to the emissions warranty, useful life, emissions warranty and reporting information and corrective action procedures, and durability demonstration procedures provide additional emission benefits by encouraging more timely repairs to emission-related malfunctions and encouraging manufacturers to produce more durable emission control components, thereby reducing the rate at which engine emission controls fail and emissions increase.

4. Cleaner In-Use Heavy-Duty Trucks (Truck and Bus Regulation)

California's Truck and Bus Regulation or In-Use Heavy-Duty Truck Rule was first adopted in December 2008. This rule represents a multi-year effort to turn over the legacy fleet of heavy-duty on-road engines and replace them with the cleanest technology available. In December 2010, CARB revised specific provisions of the In-Use Heavy-duty Truck Rule, in recognition of the deep economic effects of the recession on businesses and the corresponding decline in emissions.

Starting in 2012, the Truck and Bus Regulation phases in requirements' applicable to an increasingly larger percentage of California's truck and bus fleet over time, so that by 2023 nearly all older vehicles will be upgraded to have exhaust emissions meeting 2010 model year engine emissions levels. The regulation applies to nearly all diesel-fueled trucks and buses with a gross vehicle weight rating (GVWR) greater than 14,000 pounds that are privately or federally owned, including on-road and off-road agricultural yard goat trucks, and privately and publicly owned school buses. Moreover, the regulation applies to any person, business, school district, or federal government agency that owns, operates, leases or rents affected vehicles. The regulation also establishes requirements for any in-State or out-of-state motor carrier, California-based broker, or any California resident who directs or dispatches vehicles subject to the regulation. Finally, California sellers of a vehicle subject to the regulation would have to disclose the regulation's potential applicability to buyers of the vehicles. Approximately 170,000 businesses in nearly all industry sectors in California, and almost a million vehicles that operate on California roads each year are affected. Some common industry sectors that operate vehicles subject to the regulation include for-hire transportation, construction, manufacturing, retail and wholesale trade, vehicle leasing and rental, bus lines, and agriculture.

In 2017, California passed legislation ensuring compliance with the Truck and Bus Regulation through the California Department of Motor Vehicles (OMV) vehicle registration program. Starting January 1, 2020, DMV verifies compliance to ensure that vehicles subject to the Truck and Bus Regulation meet the requirements prior to obtaining OMV vehicle registration. The law requires the OMV to deny registration for any vehicle that is non-compliant or has not been reported to CARS as compliant or exempt from the Truck and Bus Regulation.

CARS compliance assistance and outreach activities that are key in support of the Truck and Bus Regulation include:

- The Truck Regulations Upload and Compliance Reporting System (TRUCRS), an online reporting tool developed and maintained by CARB staff.
- The Truck and Bus regulation's fleet calculator, a tool designed to assist fleet owners in evaluating various compliance strategies;
- Targeted training sessions all over the State; and
- Out-of-state training sessions conducted by a contractor.

CARS staff also develops regulatory assistance tools, conducts and coordinates compliance assistance and outreach activities, administers incentive programs, and actively enforces the

entire suite of regulations. Accordingly, CARB's approach to ensuring compliance is based on a comprehensive outreach and education effort.

5. Heavy-Duty Inspection and Maintenance Regulation

To ensure heavy-duty trucks remain clean in-use, CARB adopted in 2021the Heavy-Duty Inspection and Maintenance Regulation, which requires periodic demonstrations that vehicles' emissions control systems are properly functioning in order to legally operate within the State. This regulation is designed to achieve criteria emissions reductions by ensuring that malfunctioning emissions control systems are repaired in a timely fashion.

6. Heavy-Duty On-Board Diagnostics {HD OBD)

OBD systems serve an important role in helping to ensure that engines and vehicles maintain low emissions throughout their full life. OBD systems monitor virtually all emission controls on gasoline and diesel engines, including catalysts, particulate matter {PM) filters, exhaust gas recirculation systems, oxygen sensors, evaporative systems, fuel systems, and electronic powertrain components as well as other components and systems that can affect emissions when malfunctioning. The systems also provide specific diagnostic information in a standardized format through a standardized serial data link on-board the vehicles. The use and operation of OBD systems ensure reductions of in-use motor vehicle and motor vehicle engine emissions through improvements in emission system durability and performance.

The Board originally adopted comprehensive Heavy-Duty OBD regulations in 2005 for model year 2010 and subsequent heavy-duty engines and vehicles, referred to as HD OBD. In 2009, the Board updated the HD OBD regulation, adopted specific enforcement requirements, and aligned the HD OBD with OBD requirements for medium-duty vehicles. In 2021, the Board again amended the HD OBD regulation; the 2021 amendments require manufacturers to implement Unified Diagnostic Services for OBD communications, which will provide more information related to emissions-related malfunctions that are detected by OBD systems, improve the usefulness of the generic scan tool to repair vehicles, and provide needed information on in-use monitoring performance.

7. Clean Diesel Fuel

Since 1993, CARB has required that diesel fuel have a limit on the aromatic hydrocarbon content and sulfur content of the fuel. Diesel powered vehicles account for a disproportionate amount of diesel particulate matter, which is considered a toxic air contaminant in California. In 2006, CARB required a low-sulfur diesel fuel to be used not only by on-road diesel vehicles but also for off-road engines. The diesel fuel regulation allows alternative diesel formulations as long as emission reductions are equivalent to the CARB formulation.

8. Advanced Clean Truck Regulation (ACT)

In June 2020, CARB adopted the Advanced Clean Trucks regulation, a first of its kind regulation requiring medium- and heavy-duty manufacturers to produce ZEVs as an increasing portion of their sales beginning in 2024. The Advanced Clean Trucks regulation is a manufacturers ZEV sales requirement and a one-time reporting requirement for large entities and fleets. This regulation is expected to result in roughly 100,000 heavy-duty ZEVs operating on California's roads by 2030 and nearly 300,000 heavy-duty ZEVs by 2035. With the adoption of the Advanced Clean Trucks regulation, CARB Resolution 20-19 directs staff to return to the Board with a zero-emission fleet rule and sets the following targets for transitioning California's heavy-duty vehicle sectors to ZEVs:

- 100 percent zero-emission drayage, last mile delivery, and government fleets by 2035;
- 100 percent zero-emission refuse trucks and local buses by 2040;
- 100 percent zero-emission-capable vehicles in utility fleets by 2040; and
- 100 percent zero-emission everywhere else, where feasible, by 2045.

As mentioned earlier, the Governor signed Executive Order N-79-20 in September 2020, which directs CARB to adopt regulations to transition the State's transportation fleet to ZEVs. This includes transitioning the State's drayage fleet to ZEVs by 2035 and transitioning the State's truck and bus fleet to ZEVs by 2045 where feasible.

9. Innovative Clean Transit (ICT) and Zero-Emission Airport Shuttle Regulation

To achieve the needed emission reductions from heavy-duty applications, CARB is driving the use of zero-emission heavy-duty vehicles in strategic applications, including urban transit buses and airport ground transportation. The Innovative Clean Transit regulation was the first of these programs. It was adopted in December 2018 and requires all public transit agencies to gradually transition to a 100 percent zero-emission bus fleet and encourages them to provide innovative first- and last-mile connectivity and improved mobility for transit riders. Beginning in 2029, 100 percent of new purchases by transit agencies must be Zero Emission Buses, with a goal for full transition by 2040. It applies to all transit agencies that own, operate, or lease buses in California with a GVWR greater than 14,000 lbs. It includes standard, articulated, over-the-road, double-decker, and cutaway buses.

The Zero-Emission Airport Shuttle Regulation, adopted in June 2019, requires airport s uttle operators in California to transition to 100 percent ZEV technologies. Airport shuttle operators must begin adding zero-emission shuttles to their fleets in 2027 and complete the transition to ZEVs by the end of 2035. The regulation applies to airport shuttle operators who own, operate, or lease vehicles at any of the 13 California airports regulated under this rule.

10. Incentive Programs

There are many different incentive programs focusing on heavy-duty vehicles that accelerate turnover to cleaner technologies, and thereby produce extra emission reductions beyond

traditional regulations. Several State and local incentive funding pools have been used historically-- and remain available -- to fund the accelerated turnover of on-road heavy-duty vehicles.

a) Low Carbon Transportation Investments and Air Quality Improvement Program (Clean Transportation Incentives)

In addition to funding passenger vehicle incentive programs, the Low Carbon Transportation Investments and the Air Quality Improvement Program (Clean Transportation Incentives) also provides incentive funding for heavy-duty vehicles. This program both funds projects to accelerate fleet and engine turnover to cleaner existing technologies through the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) and Truck Loan Assistance program, as well as funding demonstration and pilot projects.

Beyond the vehicle purchasing incentives programs (CVRP and Clean Cars 4 All) and Clean Transportation Equity Investments, an additional $873 million was allocated in the FY 2020-2021budget for on-road heavy-duty trucks and off-road equipment. CARB provides these incentive funds following the principles of the portfolio approach, meaning that funding is provided across multiple sectors and applications - as well as across multiple technologies to support both the technologies that are providing emission reductions today, as well as those that are needed to meet future goals as the technology matures. This includes funding for demonstration and pilot projects, vouchers for advanced clean technologies, and financing and support for small fleets transitioning to cleaner technologies. Additionally, this year funding was set aside specifically for drayage trucks, transit buses, and school buses, all of which are primed to rapidly transition to zero-emission.

i. Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVJP)

CARB's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) serves as the cornerstone program in CARB's advanced technology heavy-duty incentive portfolio. HVIP has provided funding since 2010 to support the long-term transition to cleaner combustion and zero-emission vehicles in the heavy-duty market. The program helps offset the higher costs of clean vehicles, and additional incentives are available for providing disadvantaged community benefits. HVIP responds to a key market challenge by making clean vehicles more affordable for fleets through point-of-purchase price reductions. With an HVIP voucher, technology-leading vehicles can be as affordable _as their traditional fossil-fueled counterparts, enabling fleets of all sizes to deploy advanced technologies that are cleaner and quieter. HVIP is the earliest model in the United States to demonstrate the function, flexibility, and effectiveness of first-come first-served incentives that reduce the incremental cost of commercial vehicles. HVIP is fleet-focused, providing a streamlined and user-friendly option to encourage purchases and leases of advanced clean trucks and buses throughout California. Approved dealers are a key part of HVIP success and are trained to facilitate the application process. Vocations include freight and drayage trucks, delivery vans, utility vehicles, transit, school, and shuttle buses, refuse trucks, and more. In FY 2021-22, the Legislature allocated $569.5 million for HVIP.

ii. Truck Loan Assistance Program

CARB's Truck Loan Assistance Program was created through a one-time appropriation of approximately $35 million in the 2008 State Budget to implement a heavy-duty loan program that assists on-road fleets affected by the Truck and Bus Regulation and the Heavy-Duty Tractor-Trailer Greenhouse Gas Regulation. CARB has continued to operate this program with subsequently appropriated AQIP funds of around $28 million annually to provide financing opportunities to small-business truckers who don't meet conventional lending criteria and are unable to qualify for traditional financing for cleaner trucks. As of February 2022, about $187 million in Truck Loan Assistance Program funding has been provided to small business truckers for the purchase of approximately 36,000 cleaner trucks, exhaust retrofits, and trailers. In FY 2021-22, $28.6 million was allocated for the Truck Loan Assistance Program.

iii. Demonstration and Pilot projects

In addition *to* funding HVIP and the Truck Loan Assistance Program, the Clean Transportation Incentives program is the only program in CARB's portfolio, and one of the only programs in the State, that funds demonstration and pilot projects to support early market deployment of nascent zero-emission technologies. The purpose of the Advanced Technology Demonstration and Pilot Projects is to help accelerate the next generation of advanced technology vehicles, equipment, or emission controls, which are not yet commercialized. As such, it provides a testing ground for innovative projects focused on improving access to clean transportation for priority communities. In FY 2021-22, $80 million was allocated for heavy-duty advanced technology demonstration and pilot projects, which are intended to help bring to market-readiness zero emission (ZE) heavy-duty technologies that are poised to deploy commercially in the near future in both on- and off-road applications. This includes zero-emission long-haul trucks, strategic truck range extenders, and ZE applications along freight facilities/corridors.

In heavy-duty applications, the goods movement sector is a focus for incentive funding, with CARB funding multiple demonstration and pilot programs to drive zero-emission technologies in last mile delivery trucks, drayage trucks, and heavy-duty trucks and tractors. The *USPS Zero-Emission Delivery Truck Pilot Commercial Deployment Project* is deploying battery electric last-mile delivery trucks in the USPS fleet, together with the associated charging infrastructure. The project will demonstrate the practicality and economic viability of the widespread adoption of a variety of ZE medium- and heavy-duty vehicle technologies in delivery applications. The *Battery Electric Drayage Truck Demonstration* project is a $40 million Statewide demonstration of forty-four zero-emission battery electric and plug-in hybrid drayage trucks that, since 2018, have been in operation serving major California ports in five air districts (San Joaquin Valley, South Coast, Bay Area, Sacramento, and San Diego). Battery electric drayage trucks are used to transport cargo to or from California's ports and intermodal rail yards. Installation of charging infrastructure that enables safe charging of the trucks for statewide demonstration is also included as part of this project. To accelerate the deployment of zero-emission technologies in heavier freight applications, the $44.8 million *Volvo Low Impact Green Heavy Transportation Solutions* project is funding Class 8 heavy-duty battery electric trucks equipped with battery electric tractors to facilitate creation of a zero-emission goods movement system from the

Ports of Long Beach and Los Angeles to four freight handling facilities in disadvantaged communities.

Clean transportation incentives have also funded demonstrations and pilot projects for ZE urban transit buses. The $22.3 million *Fuel Cell Electric Bus Commercialization Consortium* in the Bay Area and Southern California is funding battery and fuel cell urban transit buses, which will better serve communities' transit needs, substantially reduce greenhouse gas emissions, eliminate criteria pollutants, and provide economic benefits.

iv. Clean Transportation Equity Investments

As mentioned earlier, Clean Mobility in Schools Projects are also encouraging and accelerating the deployment of new zero-emission heavy-duty engines and vehicles, including battery electric school buses and clean school fleet vehicles.

b) Moyer Program

The Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer Program), funded by dedicated revenue from the DMV's smog abatement fee and a fee on the purchase of new tires, provides approximately $60 million in grant funding annually through local air districts for cleaner-than-required engines and equipment. Since 1998, approximately $1 billion has been allocated to date. The Moyer Program provides monetary grants to private companies and public agencies to clean up their heavy-duty engines beyond that required by law through retrofitting, repowering or replacing their engines with newer and cleaner ones. These grants are issued locally by air districts. Projects that reduce emissions from heavy-duty on-road engines qualify, including heavy-duty trucks, drayage trucks, emergency vehicles, public agency and utility vehicles, school buses, solid waste collection vehicles, and transit fleet vehicles.

As the regulatory, technological and incentives landscape have changed significantly since the creation of the Moyer Program and to address evolving needs, the Legislature has periodically modified the program to better serve California. Most recently, Senate Bill (SB) 513 (Beall, 2015) has provided new opportunities for the Moyer Program to contribute significant emission reductions alongside implemented regulations, advance zero and near-zero technologies, and combine program funds with those of other incentive programs.

In the FY 2021-22 budget, the Legislature appropriated an additional $45 million in Moyer Program funding to support the replacement of diesel trucks with ultra-low NOx trucks certified to meet the 0.02 g/bhp-hr NOx standard or lower. Currently, only the San Joaquin Valley Air Pollution Control District and the South Coast Air Quality Management District would be eligible for these funds. In November 2021, the Board approved increases to the Moyer Program cost-effectiveness limits and funding caps for optional advanced technology and zero-emission replacement projects for on-road heavy-duty trucks. Increasing the cost-effectiveness thresholds is designed to increase funding opportunities and ensures that the Moyer Program continues to focus on developing the most advanced zero-emission and low emission technologies, consistent with encouraging further emissions reductions. These changes

included increasing the threshold for on-road zero-emission vehicles, which includes zero-emission school buses, from $100,000 to $500,000 per unit.

The Moyer Program also funds CARB's On-Road Heavy-Duty Voucher Incentive Program (VIP), which provides funding opportunities for small fleet owners with 10 or fewer vehicles to quickly replace their older heavy-duty diesel or alternative fuel vehicles. Under this program, fleet owners may be eligible for funding of up to $410,000 for replacing their existing vehicle(s) to be scrapped and replaced by new trucks (zero-emission or certified to the optional 0.02 g/bhp-hr NOx standard), or up to $50,000 for replacing their existing fleet with used vehicles with 2013 model year or later engines. Air districts have the discretion to set certain local eligibility requirements based upon local priorities.

c) Goods Movement Emission Reduction Program (Prop 1B)

The Prop 1B Program was created to reduce exposure for populations living near freight corridors and facilities that were being adversely impacted by emissions from goods movement. This program provided incentives to owners of equipment used in freight movement to upgrade to cleaner technologies sooner than required by law or regulation. Voters approved $1 billion in total funding for the air quality element of the Prop 1B Program to complement $2 billion in freight infrastructure funding under the same ballot initiative.

Beginning in 2008, the Goods Movement Emission Reduction Program funded by Prop 1B has funded cleaner trucks for the region's transportation corridors; the final increment of funds implemented projects through 2020. The $1 billion program was a partnership between CARB and local agencies, air districts, and seaports to quickly reduce air pollution emissions and health risk from freight movement along California's trade corridors. While all Prop 1B Program funds have been awarded to the local air districts for implementation, the program framework exists to serve as a mechanism to award clean truck funds through newer funding programs.

d) Volkswagen (VW) Mitigation Trust

In 2015, after a CARB-led investigation, in concert with the United States Environmental Protection Agency (U.S. EPA), VW admitted to deliberately installing emission defeat devices on nearly 600,000 VW, Audi, and Porsche diesel vehicles sold in the United States, approximately 85,000 of which were sold in California. The VW California settlement agreement includes both a Mitigation Trust to mitigate the excess NOx emissions caused by the company's use of illegal defeat devices in their vehicles, as well as a ZEV Investment Commitment to help grow the State's expanding ZEV program. The Mitigation Trust includes approximately $423 million for California to be used as specified in the settlement agreement. Per the Beneficiary Mitigation Plan approved by CARB in 2018, this funding will be used to replace older heavy-duty trucks, buses, and freight vehicles and equipment with cleaner models, with a focus on zero-emission technologies where available and cleaner combustion everywhere else, as well as to fund light-duty ZEV infrastructure. In addition, there have been mitigation funds established as the result of other settlements from which funding is used to support clean technologies.

e) Community Air Protection Incentives (AB 617 | Community Air Protection Program)

Since the 2016 State SIP Strategy elucidated the need for additional legislative assistance in funding turnover programs to accelerate the deployment and adoption of cleaner technologies, the Legislature has since 2017 established a number.of new incentive programs that are implemented through CARB through various budget bills. The State Legislature has provided substantial funding to achieve early emissions reductions in the communities most impacted by air pollution. In its 2018 funding allocation, the Legislature expanded the possible uses of AB 617 funds to include Moyer and Proposition 18 eligible projects with a priority on zero-emission projects, zero-emission charging infrastructure, stationary source projects, and additional projects consistent with the CERPs.

CARB and air districts partner to run the programs, with CARB developing guidelines arid the districts administering funds for their regions. In most cases throughout the State, selected communities have identified mobile source emission_s as a target for reductions. It is likely that a significant portion ofthe AB 617-allocated funding will incentivize the accelerated turnover to cleaner vehicles and equipment in and around low-income and disadvantaged communities.

C. Off-Road Sources

Off-road sources encompass equipment powered by an engine that does not operate on the road. Sources vary from ships to lawn and garden equipment and for example, include sources like locomotives, aircraft, tractors, harbor craft, off-road recreational vehicles, construction equipment, forklifts, and cargo handling equipment.

Figure 2 illustrates the comprehensive suite of emission control measures applicable to the broad variety of engines and vehicles that fall under the Off-Road category. As a result of these emission control efforts, off-road emissions in Mariposa County have been reduced significantly since 1990 and will continue to decrease through 2026. From today, off-road NOx emissions are projected to decrease by over 32 percent in 2026. Key programs in this sector include the Off-Road Engine Standards, Locomotive Engine Standards, Clean Diesel Fuel, Cleaner In-Use Off-Road Regulation, and the In-Use Large Spark Ignition (LSI) Fleet Regulation.

Figure 2: Off-Road Vehicle and Equipment Control Programs

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- Lower sulfur fuel
- Shore power
- Ban on incineration
- Ports: vessel speed reduction

LOCOMOTIVES

- Low sulfur fuel
- Fleet average NOx limits for South Coast
- Diesel PM risk reduction at rail yards

EQUIPMENT & HARBOR CRAFT

- Low sulfur fuel
- In-use diesel equipment at ports, railyards
- In-use gas forklifts
- Ground service equipment
- In-use harbor craft

1. Off-Road Engine Standards

The Clean Air Act preempts states, including California, from adopting requirements for new off-road engines less than 175 HP used in farm or construction equipment. California may adopt emission standards for in-use off-road engines pursuant to Section 209(e)(2) but must receive authorization from U.S. EPA before it may enforce the adopted standards.

CARB first approved regulations to control exhaust emissions from small off-road engines (SORE) such as lawn and garden equipment in December 1990 with amendments in 1998, 2003, 2010, 2011, 2016, and 2021. The 1990 - 2016 regulations were implemented through three tiers of progressively more stringent exhaust emission standards that were phased in between 1995 and 2008. The most recent suite of amendments (December 2021) requires most newly manufactured SORE engines be zero emission starting in 2024.

Manufacturers of forklift engines are subject to new engine standards for both diesel and Large Spark Ignition (LSI) engines. Off-road diesel engines were first subject to engine standards and durability requirements in 1996 while the most recent Tier 4 Final emission standards were phased in starting in 2013. Tier 4 emission standards are based on the use of advanced after-treatment technologies such as diesel particulate filters and selective catalytic reduction. LSI engines have been subject to new engine standards that include both criteria pollutant and durability requirements since 2001 with the cleanest requirements phased-in starting in 2010.

To control emissions from Transport Refrigeration Units (TRUs), CARB adopted in 2004 the Airborne Toxic Control Measure (ATCM) for In-Use Diesel-Fueled TRUs, TRU Generator Sets, and Facilities where TRUs Operate, which set increasingly stringent engine standards to reduce diesel particulate matter emissions from TRUs and TRU generator sets. The ATCM for TRUs was subsequently amended in 2010 and 2011, and most recently in February 2022, as the first phase of CARB's current push to develop new requirements to transition diesel-powered TRUs to zero-emission technology in two phases. The February 2022 adoption, Part 1 amendments to

the existing TRU Airborne Toxic Control Measure (ATCM), requires the transition of diesel-powered truck TRUs to zero-emission. CARB plans to develop a subsequent Part 2 regulation to require zero-emission trailer TRUs, domestic shipping container TRUs, railcar TRUs, and TRU generator sets, for future Board consideration.

2. Cleaner In-use Off-Road Equipment (Off-Road Regulation)

The Off-Road Regulation was first approved in 2007 and subsequently amended in 2010 in light of the impacts of the economic recession. Equipment affected by this regulation are used in construction, manufacturing, the rental industry, road maintenance, airport ground support and landscaping. In December 2011, the Off-Road Regulation was modified to include on-road trucks with two diesel engines.

The Off-Road Regulation will significantly reduce emissions of diesel PM and NOx from the over 150,000 in-use off-road diesel vehicles that operate in California. The Regulation affects dozens of vehicle types used in thousands of fleets by requiring owners to modernize their fleets by replacing older engines or vehicles with newer, cleaner models, retiring older vehicles or using them less often, or by applying retrofit exhaust controls.

The Off-Road Regulation imposes idling limits on off-road diesel vehicles, requires a written idling policy, and requires a disclosure when selling vehicles. The Regulation also requires that all vehicles be reported to CARB and labeled, restricts the addition of older vehicles into fleets, and requires fleets to reduce their emissions by retiring, replacing, or repowering older engines, or installing verified exhaust retrofits. The requirements and compliance dates of the Off-Road Regulation vary by fleet size.

Fleets are subject to increasingly stringent restrictions on adding older vehicles. The regulation also sets performance requirements. While the regulation has many specific provisions, in general by each compliance deadline, a fleet must demonstrate that it has either met the fleet average target for that year, or has completed the Best Available Control Technology requirements. The performance requirements of the Off-Road Regulation were phased in from January 1, 2014, through January 1, 2019.

Compliance assistance and outreach activities in support of the Off-Road Regulation include:

- The Diesel Off-road On-line Reporting System, an online reporting tool developed and maintained by CARB staff.
- The Diesel Hotline (866-6DIESEL), which provides the regulated public with questions about the regulations and access to CARB staff. Staff is able to respond to questions in English, Spanish and Punjabi; and
- The Off-road Listserv, providing equipment owners and dealerships with timely announcement of regulatory changes, regulatory assistance documents, and reminders for deadlines.

3. Clean Diesel Fuel

Since 1993, CARB has required that diesel fuel have a limit on the aromatic hydrocarbon content and sulfur content of the fuel. Diesel powered vehicles account for a disproportionate amount of diesel particulate matter which is considered a toxic air contaminant by the State of California. In 2006, CARB required a low-sulfur diesel fuel to be used not only by on-road diesel vehicles but also for off-road engines. The diesel fuel regulation allows alternative diesel formulations as long as emission reductions are equivalent to the CARB formulation.

4. Locomotive Engine Standards

The Clean Air Act and the U.S. EPA national locomotive regulations expressly preempt states and local governments from adopting,or enforcing "any standard or other requirement relating to the control of emissions from new locomotives and new engines used in locomotives" (U.S. EPA interpreted new engines in locomotives to mean remanufactured engines, as well). U.S. EPA has approved two sets of national locomotive emission regulations (1998 and 2008). In 1998, U.S. EPA approved the initial set of national locomotive emission regulations. These regulations primarily emphasized NOx reductions through Tier 0, 1, and 2 emission standards. Tier 2 NOx emission standards reduced older uncontrolled locomotive NOx emissions by up to 60 percent, from 13.2 to 5.5 g/bhphr.

In 2008, U.S. EPA approved a second set of national locomotive regulations. Older locomotives upon remanufacture are required to meet more stringent particulate matter (PM) emission standards which are about 50 percent cleaner than Tier 0-2 PM emission standards. U.S. EPA refers to the PM locomotive remanufacture emission standards as Tier 0+, Tier 1+, and Tier 2+. The new Tier 3 PM emission standard (0.1g/bhphr), for model years 2012-2014, is the same as the Tier 2+ remanufacture PM emission standard. The 2008 regulations also included new Tier 4 (2015 and later model years) locomotive NOx and PM emission standards. The U.S. EPA Tier 4 NOx and PM emission standards further reduced emissions by approximately 95 percent from uncontrolled levels.

In April 2017, CARB petitioned U.S. EPA for rulemaking, seeking the amendment of emission standards for newly built locomotives and locomotive engines and lower emission standards for remanufactured locomotives and locomotive engines. The petition asks U.S. EPA to update its standards to take effect for remanufactured locomotives in 2023 and for newly built locomotives in 2025. The new emission standards would provide critical criteria for pollutant reductions, particularly in the disadvantaged communities that surround railyards. U.S. EPA has not yet responded to this petition.

5. Large Spark-Ignition (LSI) Engines and Forklifts

Forklift fleets are subject to in-use fleet requirements either under the LSI fleet regulation, if fueled by gasoline or propane, or under the off-road diesel fleet regulation, if fueled by diesel.

Both regulations require fleets to retire, repower, or replace higher-emitting equipment in order to maintain fleet average standards.

Large spark-ignition engines, which are defined as spark-ignition (i.e., Otto-cycle) engines greater than 25 horsepower, are used in a variety of equipment, including, but not limited to, forklifts, airport ground support equipment (GSE), sweeper/scrubbers, industrial tow tractors, generator sets, and irrigation pumps. LSI equipment is found in approximately 2,000 fleets throughout the state operating at warehouses and distribution centers, seaports, airports, railyards, manufacturing plants, and many other commercial and industrial facilities.

CARB first adopted emission standards for off-road LSI engines in 1998. The original LSI regulation required engine manufacturers to certify new LSI engines to a 3.0 gram per brake horsepower-hour (g/bhp-hr) standard that, by 2004, represented a 75 percent reduction in emissions compared with uncontrolled LSI. Building on this success, in 2002, U.S. EPA subsequently harmonized the national standard with California's standard, starting with the 2004 model year and adopted a more stringent 2.0 g/bhp-hr standard for 2007 and subsequent model year engines. The federal program demonstrated that additional reductions from new engines were technically feasible and cost-effective. In the 2003 State Implementation Plan for Ozone (2003 SIP), California committed to two additional LSI measures-one for the development of more stringent new engine standards and another for the development of in-use fleet requirements.

CARB adopted these two LSI measures in a 2006 rulemaking, which harmonized California's standard with U.S. EPA's 2.0 g/bhp-hr standard starting with the 2007 model year, set forth a more stringent 0.6 g/bhp-hr California standard starting with the 2010 model year, and established in-use LSI fleet requirements. The 0.6 g/bhp-hr standard represents a 95 percent emission reduction versus uncontrolled LSI engines and is still in effect today.

The in-use element of the 2006 rulemaking, adopted as the Large Spark-Ignition Engine Fleet Requirements Regulation (LSI Fleet Regulation), which was eventually amended in 2010 and 2016, requires fleet operators with four or more LSI forklifts to meet fleet average emission standards. The 2006 LSI rulemaking and 2010 amendments required specific hydrocarbon+ NOx fleet average emission level standards that became increasingly more stringent over time. The focus of the 2016 amendments was to collect data from fleet operators in order to inform the development of requirements that would support the broad-scale deployment of Zero-Emission equipment in LSI applications. The 2016 amendments also required fleet operators to report key compliance information to CARB and extended to 2023 requirements from the prior LSI Fleet Regulations that were otherwise due to sunset in 2016.

6. Cargo Handling Equipment (CHE)

Cargo handling equipment (CHE) includes yard trucks (hostlers), rubber-tired gantry cranes, container handlers, forklifts, dozers, and other types. The Cargo Handling Equipment (CHE) Regulation established requirements for in-use and newly purchased diesel-powered equipment at ports and intermodal rail yards. CARB adopted the CHE in 2005, which

established best available control technology (BACT) for new and in-use mobile CHE that operate at California's ports and intermodal rail yards through accelerated turnover of older equipment through retrofits and/or replacement to cleaner on- or off-road engines. Since 2006, the CHE Regulation has resulted in reductions of diesel PM and NOx at ports and intermodal rail yards throughout California.

7. Incentive Programs

There are many different incentive programs focusing on off-road mobile sources that increase the penetration of cleaner technologies into the market. The incentive programs encourage the purchase of cleaner off-road combustion engines and equipment, and zero-emission technologies. CARB is expanding incentives for zero-emission off-road equipment through targeted demonstration and pilot project categories in the off-road sector, and increased funding.

a) Low Carbon Transportation Investments and Air Quality Improvement Program (Clean Transportation Incentives)

As mentioned earlier, $873 million was allocated in the FY 2020-2021 budget for off-road equipment and on-road heavy-duty trucks under the Clean Transportation Incentives programs. In the off-road sector, major programs include the Clean Off-Road Equipment Voucher Incentive Project (CORE), and Demonstration and Pilot Programs. Off-road equipment categories that are prioritized for funding include agricultural and construction equipment, small off-road engines (SORE) such as lawn and garden equipment, heavier cargo handling equipment (CHE), and ZE applications at railyards, marine ports, freight facilities, and along freight corridors.

i. Clean Off-Road Equipment Voucher Incentive Project

The Clean Off-Road Equipment Voucher Incentive Project (CORE) is a voucher project similar to HVIP, but for advanced technology off-road equipment. CORE is intended to accelerate deployment of advanced technology in the off-road sector by providing a streamlined way for fleets to access funding that helps offset the incremental cost of such technology. CORE targets commercial-ready products that have not yet achieved a significant market foothold. By promoting the purchase of clean technology over internal combustion options, the project is expected to reduce emissions, particularly in areas that are most impacted, help build confidence in zero-emission technology in support of CARB strategies and subsequent regulatory efforts where possible, and provide other sector-wide benefits, such as technology transferability, reductions in advanced-technology component costs, and larger infrastructure investments. CORE provides vouchers to California purchasers and lessees of zero-emission off-road equipment on a first-come, first-served basis, with increased incentives for equipment located in disadvantaged communities.

CARB launched CORE at the end of 2019 through a one-time $40 million allocation in the fiscal year 2017-18 Funding Plan to support zero-emission freight equipment through CORE. Since that time, CORE has been allocated significant additional funds, including $194.95 million from

the FY 2021-22 budget. This allocation includes $30 million of dedicated funds appropriated by the Legislature in SB 170 to provide incentives for professional landscaping services in California operated by small businesses or sole proprietors to purchase zero-emission small off-road equipment.

ii. Demonstration and Pilot Projects

As mentioned earlier, in FY 2021-22, $80 million was allocated for off-road and on-road heavy-duty advanced technology demonstration and pilot projects. CARB is focusing funding on off-road demonstration and pilot projects that include heavier cargo handling equipment (CHE), clean equipment in rail, marine, and ports applications, and zero-emission equipment along freight facilities/corridors.

For the *Port of LA Multi-Source Facility Demonstration Project,* the Los Angeles Harbor Department (Port of LA) was awarded $14.5 million to operate multiple near zero- or zero-emission technologies to move goods from ships through the Green Omni Terminal. This project is demonstrating the viability of electrified CHE, forklifts, and a ships at-berth vessel emissions control system. The *Zero-Emission Freight "Shore to Store"* Project will use $41.1 million to fund electric yard tractors, hydrogen fuel cell Class 8 on-road trucks, and a large capacity hydrogen fueling station in Ontario, CA. Additional zero- and near zero-emission freight facility projects include a $5.8 million *Zero-Emission for California Ports* project at the Port of LA, which will fund hybrid fuel cell and electric yard trucks, as well as hydrogen fueling stations. Further, the San Joaquin Valley's *Net-Zero Farming and Freight Facility Demonstration Project* is funding battery electric trucks equipped with all-electric transport refrigeration units (eTRUs) to facilitate clean freight transport, and transportation of agricultural produce between packing and warehouse facilities.

b) Funding Agricultural Replacement Measures for Emission Reductions (FARMER)

California's agricultural industry consists of approximately 77,500 farms and ranches, providing over 400 different commodities, making agriculture one of the State's most diverse industries. In recognition of the strong need and this industry's dedication to reducing their emissions, the Legislature has allocated over $323 million towards the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program since 2017. The program provides funding through local air districts for incentivizing the introduction of lower-emissions agricultural harvesting equipment, heavy-duty trucks, agricultural pump engines, tractors, and other equipment used in agricultural operations. Since October 2019, the FARMER Program also includes a project category for demonstration projects and modifications to the zero-emission agricultural utility terrain vehicle (UTV), heavy-duty agricultural truck, and off-road mobile agricultural equipment trade-up pilot project categories. As of March 31, 2022, the FARMER Program has spent $298 million on over 7,000 pieces of agricultural equipment and will reduce 1,210 tons of PM2.5 and 20,000 tons of NOx over the lifetime of the projects, Statewide.

c) Moyer Program

In addition to funding on-road incentives, the Moyer Program provides monetary grants to reduce emissions from off-road equipment such as construction and agricultural equipment, marine vessels and locomotives, forklifts, TRUs, and airport ground support equipment.

d) Goods Movement Emission Reduction Program (Prop 18)

As discussed earlier, Proposition 18 was a $1 billion partnership between CAR8 and local agencies, air districts, and seaports to quickly reduce air pollution emissions and health risk from freight movement along California's trade corridors. Over the course of six years, the program has upgraded ships at-berth, cargo handling equipment, locomotives, TRUs, and harbor craft.

II. Conclusion

In conclusion, CAR8 has implemented the most comprehensive mobile source emissions control program in the nation. CAR8's mobile source control program is robust and targets all sources of emissions through a four-pronged approach. First, increasingly stringent emissions standards drive the use of the cleanest available engines and equipment and minimize emissions from new vehicles and equipment. Second, to speed the turnover of older, dirtier engines and equipment to cleaner new equipment, in-use programs target emissions from the existing fleet by requiring vehicle and fleet owners to transition legacy fleets and vehicles to the cleanest vehicles and emissions control technologies. Third, incentive programs help fleet owners to replace older, dirtier vehicles and equipment with the cleanest technologies, while also facilitating the development of the next generation of clean technologies that are needed to meet future air quality targets. Finally, cleaner fuels minimize emissions from all combustion engines being used across the State.

This multi-faceted approach has not only spurred the development and use of increasingly cleaner technologies and fuels, it has also provided significant emission reductions across all mobile source sectors that go far beyond national programs or programs in other states.

Appendix C

Reasonable Achievable Control Measures for Mariposa County State Implementation Plan

I. Ozone Reasonable Available Control Measures Assessment - State Sources

The Clean Air Act (Act) requires the implementation of all reasonably available control measures (RACM) as expeditiously as practicable and shall provide for attainment of the air quality standards. This section demonstrates that for the 70 ppb 8-hour ozone standard, California's mobile source and consumer products measures meet the RACM requirement in the Mariposa County Nonattainment Area.

A. RACM Requirements

U.S. EPA has interpreted RACM to be those emission control measures that are technologically and economically feasible and when considered in aggregate, would advance the attainment date by at least one year. Section 172(c)(l) of the Act requires SIPs to provide for the implementation of RACM as expeditiously as practicable. Given the severity of California's air quality challenges, CARB has implemented the most stringent mobile source emissions control program in the nation. CARB's comprehensive strategy to reduce emissions from mobile sources includes stringent emissions standards for new vehicles, in-use programs to reduce emissions from existing vehicle and equipment fleets, cleaner fuels that minimize emissions, and incentive programs to accelerate the penetration of the cleanest vehicles beyond that achieved by regulations alone. Taken together, California's mobile source program meets RACM requirements in the context of ozone nonattainment.

To ensure the State continues to meet RACM requirements and achieve its emissions reductions goals in the future, California continues to develop new programs and regulations to strengthen its overall mobile source program and to achieve new emissions reductions from mobile sources.

B. RACM For Mobile Sources

1. Waiver and Authorizations

While section 209 of the Act preempts other states from adopting emission standards and other emission-related requirements for new motor vehicles and engines that differ from the federal standards set by U.S. EPA, the Act provides California with the ability to seek a waiver or authorization from the federal preemption clause in order to enact emission standards and other emission-related requirements for new motor vehicles and engines, as well as new and in-use off-road vehicles and engines[1] - provided that the California standards are at least as protective as applicable federal standards.

Over the years, California has received waivers and authorizations for over 100 regulations. The most recent California standards and regulations that have received waivers and authorizations are: the Advanced Clean Cars {ACC) regulations for light-duty vehicles (including the Zero-Emission Vehicle

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[1] Locomotives and engines less than 175 horsepower (hp) used in farm and construction equipment are exempt from California's waiver authority.

(ZEV} and the Low-Emission Vehicle Ill (LEV Ill} regulations}; the On-Board Diagnostics (OBD} regulation; the Heavy-Duty Idling, Malfunction and Diagnostics System Regulation; the In-Use Off-Road Diesel Fleets Regulation; the Large Spark Ignition (LSI} Fleet Regulation; and the Mobile Cargo Handling Equipment (CHE} regulation. Further, CARB has recently submitted waiver requests for: the Advanced Clean Transit (ACT} regulation; the Zero-Emission Airport Shuttle Buses Regulation; the Zero-Emission Powertrain Certification Regulation, and the Heavy-Duty Omnibus Regulation. Other authorizations include the Off-Highway Recreational Vehicles and the Portable Equipment Registration Program (PERP).

Additionally, CARB obtained an authorization from U.S. EPA to enforce adopted emission standards for off-road engines used in yard trucks and two-engine sweepers. CARB adopted the off-road emission standards as part of its "Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles," (Truck and Bus Regulation). The bulk of the regulation applies to in-use heavy-duty diesel on-road motor vehicles with a gross vehicle weight rating in excess of 14,000 pounds, which are not subject to preemption under section 209(a) of the Act and do not require a waiver under section 209(b}.

The waiver and authorizations California has received are integral to the success and stringent emission requirements that characterize CARB's mobile source program. Due to California's unique waiver authority under the Act, no other state or nonattainment area has the authority to promulgate mobile source emission standards at levels that are more stringent than the federal standards. Other states can elect to match either the federal standards or the more stringent California standards. As such, no state or nonattainment area has a more stringent suite of mobile source emission control programs than California, implying a de-facto level of control that at least meets, if not exceeds, RACM.

2. CARB's Mobile Source Controls

CARB's current mobile source control program, along with efforts at the local and federal level, have been tremendously successful in reducing emissions of air pollutants, resulting in significantly cleaner vehicles and equipment in operation today.

CARB developed its 2022 State Strategy for the State Implementation Plan (2022 State SIP Strategy)[2] through a multi-step measure development process, including extensive public consultation, to develop and evaluate potential strategies for mobile source categories under CARB's regulatory authority that could contribute to expeditious attainment of the 70 ppb 8-hour ozone standard, as well as supporting attainment for other national and State air quality standards. This effort builds on the measures and commitments already made in the 2016 State SIP Strategy, and expands on the scenarios and concepts included in the 2020 Mobile Source Strategy, CARB's multi-pollutant planning effort that identifies the pathways forward to achieve the State's many air quality, climate, and community risk reduction goals. The Board adopted the 2022 State SIPStrategy in September 2022.

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[2] CARB 2022 State Strategy for the State Implementation Plan (2022 State SIP Strategy) *https://ww2.arb.ca.gov/resources/documents/2022-state-strategy-state-implementation-plan-2022-state-sip-strategy*

With the 2022 State SIP Strategy, CARB is exploring and proposing an unprecedented variety of new measures to reduce emissions from the sources under our authority using all mechanisms available. The measures included in the 2022 State SIP Strategy encompass actions to establish requirements for cleaner technologies (both zero-emissions and near zero-emissions), deploy these technologies into the fleet, and to accelerate the deployment of cleaner technologies through incentives.

3. Light- and Medium-Duty Vehicles

Since setting the nation's first motor vehicle exhaust emission standards in 1966 that led to the first pollution controls, California has dramatically tightened emission standards for light-duty vehicles. Through CARB regulations, today's new cars pollute 99 percent less than their predecessors did thirty years ago. In 1970, CARB required auto manufacturers to meet the first standards to control NOx emissions along with hydrocarbon emissions, which together form smog. The simultaneous control of emissions from motor vehicles and fuels led to the use of cleaner-burning gasoline that has removed the emissions equivalent of 3.5 million vehicles from California's roads.

Light- and medium-duty vehicles are currently regulated under California's ACC program, which includes the LEV Ill and ZEV programs. The ACC program combines the control of smog, soot-causing pollutants, and greenhouse gas emissions into a single coordinated package of requirements for model years 2015 through 2025. Since first adopted in 1990, CARB's LEV I and LEV II, and the ZEV Programs have resulted in the production and sales of hundreds of thousands ofZEVs in California. Advanced Clean Cars II (ACC II), a measure in the 2016 State SIP Strategy, is a significant effort critical to meeting air quality standards and will be finalized this year. ACC II, which was adopted by the CARB Board in August 2022, has the goal of cutting emissions from new combustion vehicles while taking all new vehicle sales to 100 percent zero-emission no later than 2035.

For passenger vehicles, the 2022 State SIP Strategy includes actions to increase the penetration of ZEVs by targeting ride-hailing services offered by transportation network companies through the Clean Miles Standard regulation in order to reduce GHG and criteria pollutant emissions, and promote electrification of the fleet. For motorcycles, the 2022 State SIP Strategy proposes more stringent exhaust and evaporative emissions standards along with zero-emissions sales thresholds. The primary goal of the On-Road Motorcycle New Emissions Standard measure is to reduce emissions from new, on-road motorcycles by adopting more stringent exhaust and evaporative emissions standards along with zero-emissions sales thresholds.

CARB is also active in implementing in-use programs for owners of older dirtier vehicles to retire them early. The "car scrap" programs, like Clean Cars 4 All and Clean Vehicle Rebate Project provide monetary incentives to replace old vehicles with zero-emission vehicles. Other California programs and goals such as the 2012 Governor's Executive Order to put 1.5 million zero-emission vehicles on the road by 2025 and will produce substantial and cost-effective emission reductions from the light-duty vehicle sector.

Taken together, California's emission standards, fuel specifications, and incentive programs for on-road light- and medium-duty vehicles represent all measures that are technologically and economically

feasible within California. There are no additional measures that, when considered in aggregate, would advance the attainment date by at least one year.

4. Heavy-Duty Vehicles

California's heavy-duty vehicle emissions control program includes requirements for increasingly stringent new engine emission standards and addresses vehicle idling, certification procedures, on-board diagnostics, emissions control device verification, and in-use measures to ensure that emissions from the existing vehicle fleet remain adequately controlled. Taken together, the on-road heavy-duty vehicle program is designed to achieve an on-road heavy-duty diesel fleet with 2010 engines emitting 98 percent less NOx and PM2.5 than trucks sold in 1986.

Other significant in-use control measures CARB has in place include: the On-Road Heavy-Duty Diesel Vehicle {In-Use) Regulation; the Drayage {Port or Rail Yard) Regulation; the Public Agency and Utilities Regulation; the Solid Waste Collection Vehicle Regulation; the Heavy-Duty (Tractor-Trailer) Greenhouse Gas {GHG) Regulation, the Airborne Toxic Control Measures {ATCM) to Limit Diesel-Fueled Commercial Motor Vehicle idling; the Heavy-Duty Diesel Vehicle Inspection Program; the Periodic Smoke Inspection Program {PSIP); the, Fleet Rule for Transit Agencies; the Lower-Emission School Bus Program; and Heavy-Duty Truck idling Requirements.

In 2013, California recognized the heavy-duty engines could be cleaner and established optional low-NOx standards for heavy-duty diesel engines {Optional Reduced Emissions Standards for Heavy-Duty Engines regulation), with the most aggressive standard being 0.02 g/bhp-hr, 90 percent below the 2010 federal standard. Further, in 2021, CARB adopted the Heavy-Duty Engine and Vehicle Omnibus Regulation {Omnibus Regulation) which made the 0.02 g/bhp-hr a mandatory standard, and comprehensively overhauled how NOx emissions from new heavy-duty engines are re€lulated in California. The Omnibus Regulation also includes in-use standards that significantly reduce tailpipe NOx emissions during most vehicle operating modes, and revisions to the emissions warranty, useful life, emissions warranty and reporting information and corrective action procedures, and durability demonstration procedures.

To further control emissions from the in-use fleet, CARB adopted in 2021 the Heavy-Duty Inspection and Maintenance Regulation, which requires periodic demonstration that vehicles' emissions control systems are properly functioning in order to legally operate within the State. This regulation is designed to achieve criteria emissions reductions by ensuring that malfunctioning emissions control systems are timely repaired.

In June 2020, CARB adopted the ACT regulation, a first of its kind regulation requiring medium- and heavy-duty manufacturers to produce ZEVs as an increasing portion of their sales beginning in 2024. This regulation is expected to result in roughly 100,000 ZEVs by 2030 and nearly 300,000 ZEVs by 2035. Most recently in the ongoing efforts to go beyond federal standards and achieve further reductions, the 2022 State SIP Strategy includes the complementary Advanced Clean Fleets measure. Through this program, CARB is developing a medium and heavy-duty zero-emission fleet regulation with the goal of achieving a zero-emission truck and bus California fleet by 2045 everywhere feasible, and significantly earlier for certain market segments such as last mile delivery and drayage applications.

The 2022 State SIP Strategy also includes the Zero-Emissions Trucks Measure, which would accelerate the number of zero-emission heavy-duty vehicles beyond existing measures and the proposed Advanced Clean Fleets regulation. The Zero-Emissions Trucks Measure was developed in response to comments from the public related to turning over heavy-duty trucks at the end of their useful life. The :Zero-Emissions Trucks Measure targets the replacement of older trucks in order to increase the number of heavy-duty ZEVs as soon as possible and reduces emissions from fleets not affected by the Advanced Clean Fleets measure. CARB is exploring new methods to replace older trucks, including market signal tools, that would not unduly burden low-income truckers, provide flexibility and target reductions in the areas that need it most.

In addition, CARB's significant investment in incentive programs provides an additional mechanism to achieve maximum emission reductions from this source sector. California has a variety of programs to incentivize clean heavy-duty vehicles that include the Carl Moyer Air Quality Standards Attainment Program, the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project, the Truck Loan Program, and AB 617 Community Air Protection Funds.

Taken together, California's emission standards, fuel specifications, and incentive programs for on-road heavy-duty vehicles represent all measures that are technologically and economically feasible within California. There are no additional measures that, when considered in aggregate, would advance the attainment date by at least one year.

5. Off-Road Vehicles and Engines

California regulations for off-road equipment include not only increasingly stringent emission standards for new off-road diesel engines, but also in-use requirements and idling restrictions. CARB has programs in place to control emissions from various new off-road vehicles and equipment. CARB also has in-use programs for off-road vehicles and equipment, including the In-Use Off-Road Diesel Fueled Fleets Regulation (Off-Road Regulation) and Large Spark-Ignition Engine Fleet Requirements Regulation, as well as incentive programs including the Clean Off-Road Equipment (CORE) Voucher Incentive Project. CARB adopted amendments to the small off-road engine regulations in December 2021, the Transport Refrigeration Unit Part 1 regulatory action in February 2022, and will be proposing the Zero-Emission Off-Road Forklift regulation in the next year.

°The Off-Road Regulation, adopted in 2010, is an extensive program designed to accelerate the penetration of the cleanest equipment into California's fleets, and impose idling limits on off-road diesel vehicles. The program goes beyond emission standards for new engines through comprehensive in-use requirements for legacy fleets. CARB is also including in the 2022 State SIP Strategy a measure for amendments to the existing Off-Road Regulation. These amendments would create additional requirements to the currently regulated fleets by targeting the oldest and dirtiest equipment that is allowed to operate indefinitely under the current regulation's structure, potentially through an operational ban on the oldest and dirtiest equipment and limitations on vehicles added to a fleet,

The LSI Engine Fleet Requirements Regulation applies to operators of forklifts, sweeper/scrubbers, industrial tow tractors, and airport ground support equipment (GSE). The 2006 LSI rulemaking and 2010 amendments required operators of in-use fleets to achieve specific hydrocarbon+ NOx fleet

average emission level standards that became more stringent over time. CARB adopted amendments to the small off-road engine (SORE) regulations in December 2021 that will accelerate the transition of SORE equipment to Zero-Emission Equipment (ZEE). Deployment of ZEE is key to meeting the expected emission reductions in the 2016 State SIP Strategy.

As discussed in the 2016 State SIP Strategy, CARB is also developing new requirements to transition diesel-powered transport refrigeration units (TRUs) to zero-emission technology in two phases. CARB adopted the Part 1 amendments to the existing TRU ATCM in February 2022, which requires the transition of diesel-powered truck TRUs to zero-emission. As discussed in the 2022 State SIP Strategy, CARB plans to develop a subsequent Part 2 regulation to require zero-emission trailer TRUs, domestic shipping container TRUs, railcar TRUs, and TRU generator sets, for future Board consideration.

Additionally, the 2022 State SIP Strategy includes the Tier 5 Off-Road New Compression-Ignition Engine Standards measure to reduce NOx and PM emissions from new, off-road compression-ignition engines by adopting more stringent exhaust standards for all power categories. Compression-ignition engines are used in a wide range of off-road equipment including tractors, excavators, bulldozers, graders, and backhoes. The standards considered for this measure would be more stringent than required by current U.S. EPA and European Stage V nonroad regulations and would require the use of best available control technologies for both PM and NOx.

CARB is also developing a measure, as described in the 2022 State SIP Strategy, to accelerate the development and production of zero-emission off-road equipment and powertrains through the Off-Road Zero-Emission Targeted Manufacturer Rule. Existing zero-emission regulations and regulations currently under development target a variety of sectors (e.g., forklifts, cargo handling equipment, off-road fleets, small off-road engines, etc.) however, as technology advancements occur, more sectors, including wheel loaders, excavators, and bulldozers could be accelerated through this measure.

To control emissions from personal watercraft, CARB staff is also exploring development of more stringent Spark-Ignition Marine Engine Standards, as described in the 2022 State SIP Strategy. For this measure, CARB would develop and propose catalyst-based standards for outboard and personal watercraft engines greater than or equal to 40 kW in power that will gradually reduce emission standards to approximately 70 percent below current levels, and consider actions that would require a percentage of outboard and personal watercraft vessels to be propelled by zero-emission technologies for certain applications.

Further, CARB implements a number of incentive programs and projects to advance the turnover of off-road equipment to cleaner technologies. The Moyer Program has provided funding towards on- and off-road equipment for decades. The Clean Off-Road Equipment Voucher Incentive Project (CORE) is a newer project that is intended to accelerate deployment of advanced technology in the off-road sector and targets commercial-ready products that have not yet achieved a significant market foothold. For engines and equipment used in agricultural processes, CARB has the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) program to support fleet turnover to cleaner engines.

Taken together, California's comprehensive suite of emission standards, fuel specifications, and incentive programs for off-road vehicles and engines represent all measures that are technologically and economically feasible within California. There are no additional measures, that, when considered in aggregate, would advance the attainment date by at least one year.

6. Fuels

As mentioned earlier, cleaner burning fuels also play an important role in reducing emissions from motor vehicles and engines in these source categories. CARB has adopted standards to ensure that the fuels sold in California are the cleanest in the natioh. These programs include the California Reformulated Gasoline program (CaRFG), which controls emissions from gasoline, and the Ultra-Low Sulfur Diesel requirements (2006), which provide the nation's cleanest diesel fuel specifications and help to ensure that diesel fuels burn as cleanly as possible and work synergistically with cleaner-operating heavy-duty trucks equipped with advanced emission control systems that debuted in 2007, and the Low Carbon Fuel Standard. These fuel standards, in combination with engine technology requirements, ensure that California's transportation system achieves the most effective emission reductions possible.

Taken together, California's emission standards, fuel specifications, and incentive programs for other mobile sources and fuels represent all measures that are technologically and economically feasible within California. There are no additional measures that, when considered in aggregate, would advance the attainment date by at least one year.

7. Mobile Source Summary

California's long history of comprehensive and innovative emissions control has resulted in the most stringent mobile source control program in the nation. U.S. EPA has previously acknowledged the strength of the program through the waiver process, and in their approvals of CARB's regulations and District plans.

Because this is the first attainment demonstration SIP revision for Mariposa County, there are no prior approvals specific to the Mariposa County nonattainment area. Even so, U.S. EPA has approved CARB's mobile source control program as meeting RACM requirements in numerous SIPs for other nonattainment areas. In its 2019 approval of the San Joaquin Valley's 2016 Ozone Plan for the 75 ppb 8-hour ozone standard, which included the State's current control prog(am and measure commitments from the 2016 State SIP Strategy, U.S. EPA found that,

> "There are no additional reasonably available control measures that would advance attainment of the 2008 ozone standards in the San Joaquin Valley...

> therefore, the 2016 Ozone Plan provides for the implementation of all RACM as required by [the] CAA."[3]

In addition to declarations that CARB's mobile source control program meets RACM requirements, U.S. EPA has also provided past determinations that the mobile source control program meets the more rigorous Best Available Control Measure (BACM) requirements. As BACM requirements are considered a more stringent threshold to meet than RACM, U.S. EPA has stated that a determination that the control program has meet BACM requirements also constitutes a conclusion that it meets RACM requirements.[4] U.S. EPA has acknowledged CARB's mobile source control program as meeting BACM in and in their 2019 approval of the South Coast's PM2.5 Serious Area Plan. In their 2018 proposal for that approval, U.S. EPA noted that,

> "With respect to mobile sources, we recognize that CARB's current program addresses the full range of mobile sources in the South Coast through regulatory programs for both new and in-use vehicles... Overall, we believe that the program developed and administered by CARB and SCAG provide for the implementation of BACM for PM2.5 and PM2.5 precursors in the South Coast nonattainment area."[5]

CARB has continued to substantially enhance and accelerate reductions from our mobile source control programs through the implementation of more stringent engine emissions standards, in-use requirements, incentive funding, and other policies and initiatives as described in the preceding sections. The CARB process for developing CARB's control measures includes an extensive public process and is consistent with U.S. EPA RACM guidance. Through this process, CARB found that with the current mobile source control program and new measures included in the 2022 State SIP Strategy, there are no additional reasonable available control measures that would advance attainment of the 70 ppb 8-hour ozone standard in the Mariposa County nonattainment area. There are no reasonable regulatory control measures excluded from use in this plan; therefore, there are no emissions reductions associated with unused regulatory control measures. As a result, California's mobile source control programs fully meet the requirements for RACM.

C. RACM for Consumer Products

Consumer products are defined as chemically formulated products used by household and institutional consumers. For thirty years, CARB has taken actions pertaining to the regulation of consumer products.

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[3] 84 FR 3302 *https://www.federalregister.gov/documents/2019/02/12/2019-01686/clean-air-plans-2008-8-hour-ozone-nonattainment-area-requirements-san-joaquin-valley-california*

[4] "We interpret the BACM requirement as generally subsuming the RACM requirement (i.e., if we determine that the measures are indeed the "best available," we have necessarily concluded that they are "reasonably available"). Consequently, our proposed approval of the... provisions relating to the implementation of BACM also constitutes a proposed finding that the Plan provides for the implementation of RACM."
69 FR 5411 *https://www.federalregister.gov/documents/2004/02/04/04-2264/approva/-and-promulgatian-of-implementation-plans-for-california-san-joaquin-val/ey-pm-10*

[5] 83 FR 49872 *https://www.federalregister.gov/documents/2018/10/03/2018-21560/approval-and-promu/gation-of-implementation-plans-california-south-coast-serious-area-plan-for-the*

Three regulations have set VOC limits for 129 consumer product categories. These regulations, referred to as the Consumer Product Program, have been amended frequently, and progressively stringent VOC limits and reactivity limits have been established. These are Regulation for Reducing VOC Emissions from Antiperspirants and Deodorants; Regulation for Reducing Emissions from Consumer Products; and Regulation for Reducing the Ozone Formed from Aerosol Coating Product Emissions, and the Tables of Maximum Incremental Reactivity Values. Additionally, a voluntary regulation, the Alternative Control Plan has been adopted to provide compliance flexibility to companies. The program's most recent rulemaking occurred in 2021with amendments to Consumer Products Regulation and Method 310.

U.S. EPA also regulates consumer products. U.S. EPA's consumer products regulation was promulgated in 1998, however, federal consumer products VOC limits have not been revised since their adoption. U.S. EPA also promulgated reactivity limits for aerosol coatings. As with the general consumer products, California's requirements for aerosol coatings are more stringent than the U.S. EPA's requirements. Other jurisdictions, such as the Ozone Transport Commission states, have established voe limits for consumer products which are modeled after the California program. However, the VOC limits typically lag those applicable in California.

In summary, California's Consumer Products Program, with the most stringent VOC requirements applicable to consumer products, meets RACM. There are no additional reasonable available control measures that, when considered in aggregate, would advance attainment of the 70 ppb 8-hour ozone standard in the Mariposa County nonattainment area. There are no reasonable regulatory control measures excluded from use in this plan; therefore, there are no emissions reductions associated with unused regulatory control measures. As a result, California's consumer product control program fully meets the requirements for RACM.

Appendix D

Modeling Protocol & Attainment Demonstration for the 2022 Mariposa Ozone State Implementation Plan

Prepared by

California Air Resources Board

Mariposa County Air Pollution Control District

Prepared for

United States Environmental Protection Agency Region IX

January 2023

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Acronyms

ACM2-Asymmetric Convective Model version 2

ADAM -Aerometric Data Analysis and Management

AQMIS -Air Quality and Meteorological Information System

ARB -Air Resources Board

BCs - Boundary Conditions

CalNex - Research at the Nexus of Air Quality and Climate Change conducted in 2010

CAM-Chem - Community Atmosphere Model with Chemistry

CARB - California Air Resources Board

CARES - Carbonaceous Aerosols and Radiative Effects Study in 2010

CEPAM - California Emissions Projection Analysis Model

CESM2- Community Earth System Model version 2

CMAQ Model - Community Multi-scale Air Quality Model

CTM - Chemical Transport Model

DV - Design Value

!Cs - Initial Conditions

JOA- Index of Agreement

LAI - Leaf Area Index

MB - Mean Bias

MCAPCD - Mariposa County Air Pollution Control District

MCIP - Meteorology-Chemistry Interface Processor

MCAB - Mountain Counties Air Basin

MDA8- Maximum Daily Average 8-hour Ozone

ME-Mean Error

MEGAN - Model of Emissions of Gases and Aerosols

MFB- Mean Fractional Bias

MFE - Mean Fractional Error

MODIS- Moderate Resolution Imaging Spectroradiometer

NAAQS - National Ambient Air Quality Standards

NASA- National Aeronautics and Space Administration

NARR - North American Regional Reanalysis

NCAR - National Center for Atmospheric Research

NMB - Normalized Mean Bias

NME- Normalized Mean Error

NOAA - National Oceanic and Atmospheric Administration

NOx - Oxides of nitrogen

OGV - Ocean Going Vessels

R - Correlation coefficient

R^2 - R-squared/Coefficient of determination

RH - Relative Humidity

RMSE - Root Mean Square Error

ROG - Reactive Organic Gases

RRF - Relative Response Factor

SAPRC- Statewide Air Pollution Research Center

SIP -State Implementation Plan

SJV -San Joaquin Valley

SJVAB-San Joaquin Valley Air Basin

SFNA-Sacramento Federal 8-hour ozone Non-attainment Area

SVAB-Sacramento Valley Air Basin

U.S. EPA- United States Environmental Protection Agency

voes -Volatile Organic Compounds

WRF Model -Weather and Research Forecast Model

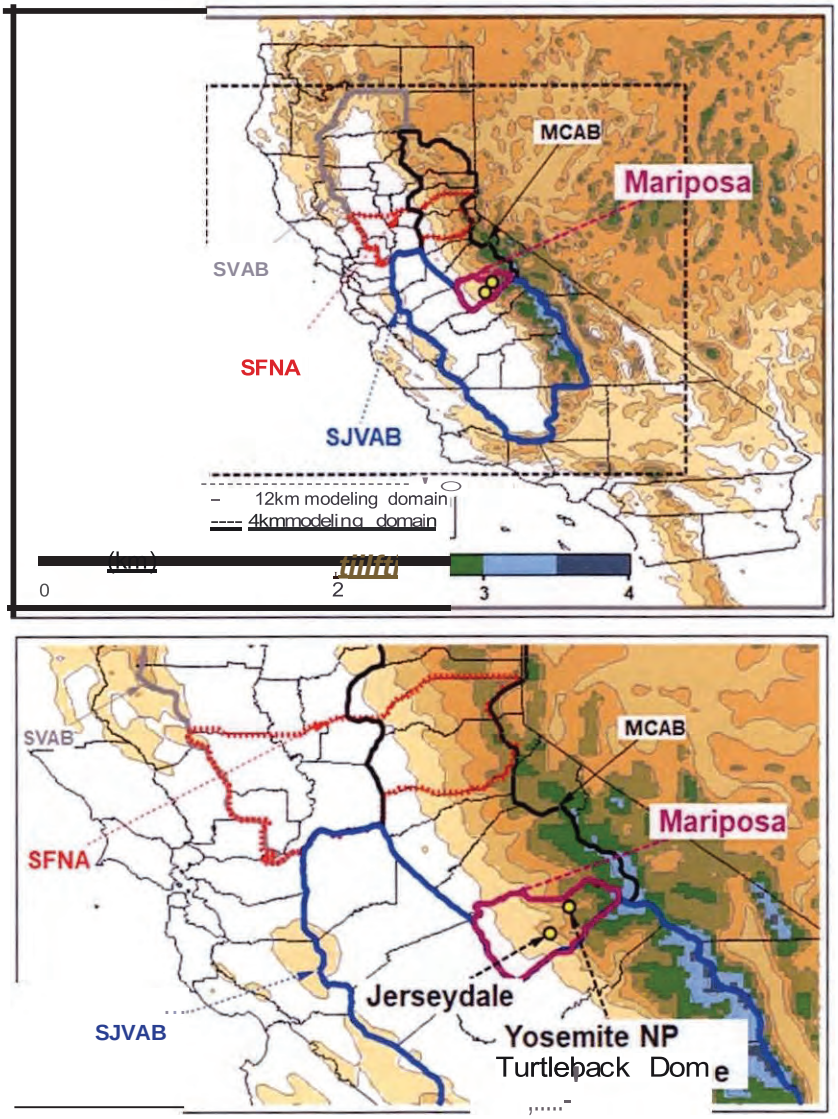
I. Introduction

The Mariposa County Non-attainment Area (MCNA) is geographically situated on the southernmost edge of the Mountain Counties Air Basin (MCAB) in the foothills and mountains of the Sierra Nevada Mountain range (Figure 1). The MCNA is a region of highly complex terrain with elevations increasing from about 200 feet (61 meters) above mean sea level in the west to over 12,000 feet (3,650 meters) in the east and encompassing an area of~l,448 square miles. MCNA has a population of ~17,131 in 2020, with its northeastern and the southern portions being the most sparsely populated. The MCNA is located to the east of the densely populated Central Valley, which is a 500-mile-long northwest-southeast oriented valley encompassing two of the most polluted air basins in the nation -San Joaquin Valley Air Basin (SJVAB) and Sacramento Valley Air Basin (SVAB), and adjacent to several nonattainment areas for the 2015 National Ambient Air Quality Standard (NAAQS) for 8-hour ozone. The Tuolumne County nonattainment area is located to its north and east while the Merced and Madera counties, which are part of the San Joaquin Valley (SJV) nonattainment area, are located to its west and south. The Mariposa County Air Pollution Control District (MCAPCD) has jurisdiction over the MCNA.

Summer months in the region are generally warm and dry with high temperatures ranging from 62 (°F) to 94 (°F). Winds are generally daytime upslope and nighttime downslope flows, caused by the differential heating or cooling of air near mountain ground surfaces relative to air at the same height over land at lower elevations. The air flow into the MCNA is typically from the west-northwest to south-southwest (U.S. EPA, 2008), which facilitates the transport of the local sources of pollution along with polluted air masses from the upwind SJVAB into this area. These transported air masses tend to stagnate over MCNA under unfavorable meteorological conditions, resulting in high ozone levels that exceed the U.S. EPA 2015 NAAQS for 8-hour ozone.

In sparsely populated regions like the MCNA the absence of large sources of fresh oxides of nitrogen (NOx} emissions at night prevents the removal of ozone through the NOxtitration process and allows the nighttime ozone levels to remain elevated. This can facilitate pollutant carryover to the following morning and can also contribute to elevated ozone levels on the following day. Thus, the air quality in the MCNA is affected by various factors, including its complex terrain and topographic features, precursor emissions in the upwind source region, local emissions from anthropogenic and naturally occurring biogenic sources, ozone chemistry along the transport pathways, as well as the meteorological conditions that facilitate transport of ozone and its precursors.

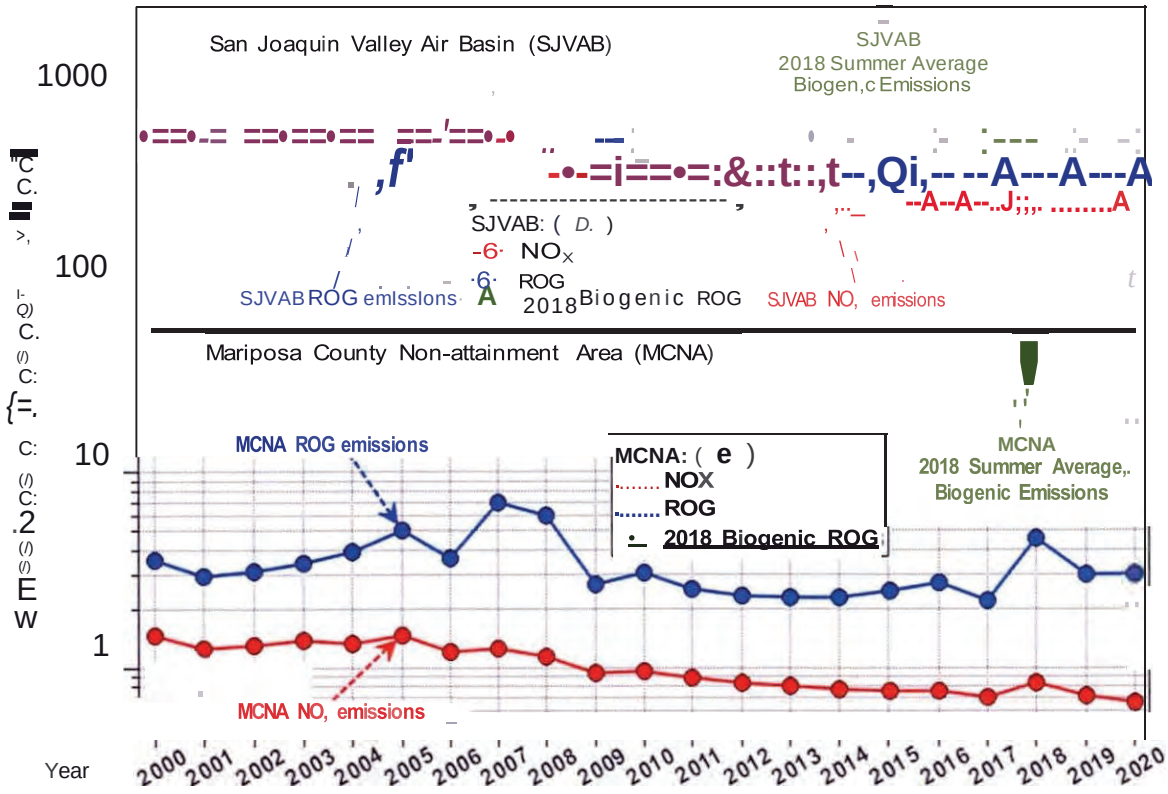
Figure 1. Map of California (left) along with the location of Mariposa County Nonattainment Area (MCNA} in magenta. The shaded and gray line contours denote the gradients in topography (km). MCAB, SVAB and SJVAB denote Mountain Counties (solid black line), Sacramento Valley (solid gray line) and San Joaquin Valley (solid blue line) air basins, while SFNA (dashed red line) denotes Sacramento Federal 8-hour ozone Non-attainment Area (SFNA}. The outer box of the top panel is the California statewide 12 km modeling domain, while the inner box shows the 4 km modeling domain covering Central California. The insert on the bottom shows a zoomed-in view of the spatial extent and approximate regional boundary of the **MCNA** (magenta line) along with the locations of Jerseydale and Yosemite National Park **(NP)** -Turtleback Dome ozone monitoring sites (circle markers).



Summer emission trends from 2000 to 2020 in the MCNA are shown in Error! Reference source not found. for anthropogenic NOx and Reactive Organic Gases (ROG), along with summer

biogenic ROG emissions in the MCNA averaged from May to October 2018 (green circle marker). **Error! Reference source not found.** clearly shows a significant decrease in both local anthropogenic NOx (from 1.5 tpd to 0.7 tpd) and ROG (from 3.5 tpd to 3 tpd) emissions from 2000 to 2020. In 2018. Biogenic ROG emission (~38.2 tpd) is estimated to be ~8 times higher than the corresponding anthropogenic emissions (4.5 tpd) in the MCNA in 2018.

Figure 2. Trends in summer emissions of NOx and ROG (tons per day) between 2000 and 2020 in MCNA and SJVAB. Anthropogenic emissions estimates are from the California Emission Projection Model (CEPAM) 2019 Ozone SIP Baseline Projection Version 1.04 with 2017 base year. 2018 biogenic ROG emissions are from MEGAN 3.0 biogenic model calculations. Note that emissions are represented on a log scale, which can mask small changes in the emissions.



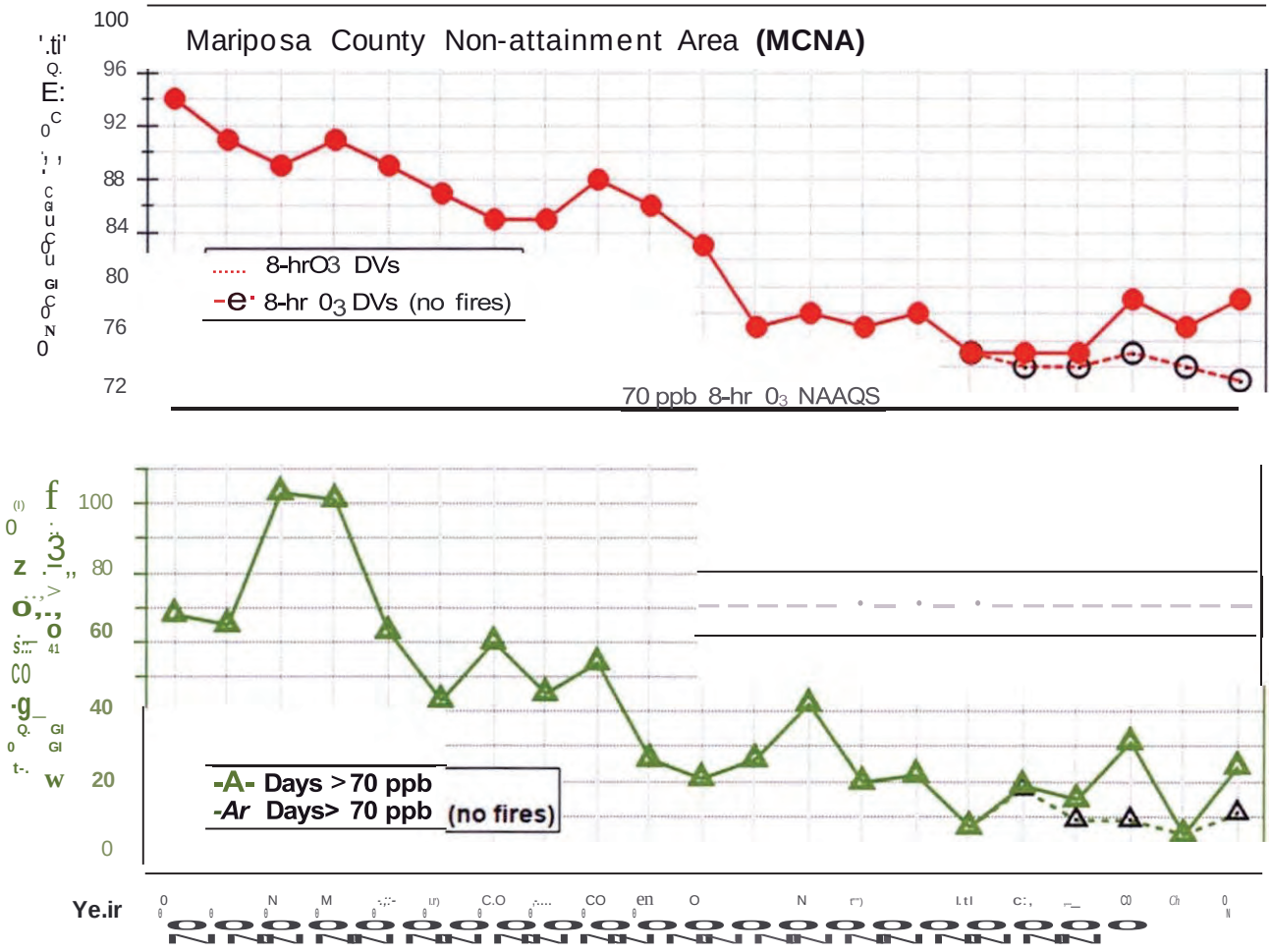
The transport of pollutants from the upwind SJVAB can significantly contribute to the exceedances of the federal ozone NAAQS in the MCNA. As such, it is useful to examine the emissions trend in SJVAB as well. The anthropogenic NOx and ROG emissions trends for SJVAB are also displayed in **Error! Reference source not found.** and show a substantial decline in emissions from 2000 to 2020. However, the SJVAB emissions are much higher when compared to local sources in MCNA. In 2018, the SJV anthropogenic NOx and ROG emissions are estimated to be 221.8 tpd and 323.9 tpd, which are substantially higher (i.e.,~265 and ~72 times, respectively) than the corresponding emissions in the MCNA. The SJV biogenic ROG emissions in SJV are estimated to be ~495 tpd for 2018, which is ~13 times higher than the

corresponding MCNA biogenic emissions (38.2 tpd). It can be clearly seen from Figure 2 that the upwind SJVAB has emissions that are an order of magnitude or higher than the local emissions, and when aided by conducive meteorological conditions that facilitate pollutant transport, can be the dominant contributor to ozone levels in this region.

Over the same 2000 to 2020 time period, the 8-hour ozone design value (DV) within the MCNA declined steadily (Figure 3), but also exhibited a fair amount of variability due to year-to-year differences in meteorology, which impacts the transport of pollutants from upwind sources and the associated changes in biogenic emissions. Overall, the area-wide design values have declined by ~15 ppb from 94 ppb in 2000 to 79 ppb in 2020, albeit with fluctuations due to the year-to-year meteorological variability. However, these DVs are still substantially higher than the current 2015 70 ppb ozone NAAQS. Exceedances of the 70 ppb standard in the MCNA (Figure 3 bottom panel) have substantially declined over time from 68 in 2000 to 24 in 2020 indicating significant improvements in ozone air quality across the region. In recent years, the prevalence of forest fires during the summer ozone season significantly impacted the air quality in the MCNA. High ozone concentrations were observed at MCNA's Jerseydale, Yosemite NP-Turtleback Dome monitors and other surrounding sites in the region on days impacted by forest fires (see Weight of Evidence section of the SIP document) and likely caused the increase in the DVs seen from 2018 to 2020. To remove the impact of forest fires during the 2018- 2020 time period, ozone DVs were calculated by excluding high ozone days that were impacted by forest fires. Details of the fire impact days can be found in the Weight of Evidence analysis. In the absence of fire impacted days, ozone DVs would be 75 ppb, 74 ppb and 73 ppb in 2018, 2019 and 2020, respectively, and are denoted by black circle markers in the top panel of Figure 3. The number of exceedance days also dropped to 9 (from 31) and 13 (from 24) in 2018 and 2020 when the forest fire impacted days were excluded (black triangle markers in bottom panel of Figure 3).

The MCNA is classified as moderate nonattainment for the 2015 70 ppb O_3 standard with a 2023 attainment deadline. However, it is very unlikely that Mariposa would have a design value of 70 ppb or lower by 2023. Therefore, as part of this State Implementation Plan (SIP), MCAPCD is seeking to voluntarily reclassify MCNA as a serious nonattainment area with a 2026 attainment deadline. This document serves as the modeling protocC>I and attainment demonstration for the 2015 standard in the MCNA. The modeling analysis uses 2018 a the base year for the attainment demonstration.

Figure 3. Trends in MCNA's Maximum Daily Average 8-hour Ozone (MOAB) Design Value (DVs) in ppb and 70 ppb 8-hour Ozone NAAQS exceedance days between 2000 and 2020.



11. **Methodology**

U.S. EPA modeling guidance (U.S. EPA, 2018) outlines the approach for utilizing regional chemical transport models (CTMs) to predict future attainment of the 2015 (70 ppb) 8-hour ozone standard. This model attainment demonstration requires that CTMs be used in a relative sense, where the relative change in ozone to a given set of emission reductions (i.e., predicted change in future anthropogenic emissions) is modeled, and then used to predict how current/present-day ozone levels would change under the future emissions scenario.

The starting point for the attainment demonstration is the observational based design value (DV), which is used to determine compliance with the ozone standards. The DV for a specific monitor and year represents the three-year average ofthe annual 4th highest 8-hour ozone mixing ratio observed at the monitor. For example, the 8-hour 0_3 DV for 2018 is the average of the observed 4th highest 8-hour 0_3 mixing ratio from 2016, 2017, and 2018 (Table 1). The U.S. EPA recommends using an average of three DVs to better account for the year-to-year variability in ozone levels due to meteorology. This average DV is called the weighted DV (in the context of this SIP document, the weighted DV will also be referred to as the reference year DV or DVR)- Since 2018 represents the reference year for projecting DVs to the future, site-specific DVs should be calculated for the three-year periods ending in 2018, 2019, and 2020, and then these three DVs are averaged. However, 2020 was an atypical year with large societal changes in response to the COVID19 pandemic and is not suitable for use in the DVR calculation. To remove the impact from 2020 observations, we utilize an alternative methodology for calculating the average DVs by excluding year 2020. In this method, the 8-hour 03 DV for 2020 was replaced by the two-year average of the 4th highest 8-hour 0_3 concentrations from 2018 and 2019. Table 1 illustrates the observational data from each year that goes into the average DVR and Equation 1 shows how the DVR is calculated.

Table 1. Data from each year that are utilized in the Design Value calculation for a specific year (DV Year), and the yearly weighting of data for the average Design Value calculation (or DVR).

DV Year	Years Averaged for the Design Value (4th highest observed 8-hr O_3)			
2018	2016	2017	2018	
2019		2017	2018	2019
2020			2018	2019

$$D = \frac{DV._{2018} + DV._{2019} + \frac{\text{4th highest MDA8 } 0_3\ (2018 + 2019)}{2}}{3} \cdot \quad (1)$$

There are two ozone monitoring sites in MCNA: Jerseydale and Yosemite NP-Turtleback Dome (Figure 1). The elevations for these two sites are 1146 and 1600 m above sea level, respectively. Table 2 lists the 8-hour ozone design values for the two monitoring sites with and without fire impacts. At the Jerseydale site, the 2018-2020 weighted average DVs exceed the 70 ppb standard regardless of whether wildfire impacted days are included in the calculation or not.

The weighted average DV at Yosemite NP-Turtleback Dome is 69.7 ppb when fire days are excluded in the DV calculation.

Table 2. Year-specific 8-hour ozone design values for 2018, 2019 and 2020, and the average baseline design value (DV., represented as the average of three design values) for 2018 at the monitoring sites in the MCNA. The 2020 DV is the two-year average of the 4th highest 8-hour 03 concentrations from 2018 and 2019.

' ite, Daysijn DV! calcu)ati_on,	2_618i>V (ppb)	i :ZOi9 DV (jlp15)	I: 020.DV I (p(III)	, 2bf c:zqiq Ayerag 15V '(pj,b)
Jerseydale, All Days	76	74	74	74.7
Jerseydale, Fire Days Excluded	75	74	73	74.0
Yosemite NP-Turtleback Dome, All Days	79	77	76	77.3
Yosemite NP -Turtleback Dome, Fire Days Excluded	71	69	69	69.7

Projecting the reference DVs to the future requires three photochemical model simulations, described below:

1. Base Year Simulation

The base year simulation for 2018 is used to assess model performance (i.e., to ensure that the model is reasonably able to reproduce the observed ozone mixing ratios). Since this simulation will be used to assess model performance, it is essential to include as much day-specific detail as possible in the emissions inventory, including, but not lim_ited to hourly adjustments to the motor vehicle and biogenic inventories based on local meteorological conditions, known wildfire and agricultural burning events, and any exceptional events such as refinery fires.

2. *Reference Year Simulation*

The reference year simulation was identical to the base year simulation, except that certain emissions events which are either random and/or cannot be projected to the future are removed from the emissions inventory. For 2018, the only difference between the base and reference year simulations was that wildfires were excluded from the reference year simulation.

3. Future Year Simulatiqn

The future year simulation (2026) was identical to the reference year simulation, except that the projected future year anthropogenic emission levels were used rather than the reference year emission levels. All other model inputs (e.g., meteorology, chemical boundary conditions, biogenic emissions, and calendar for day-of-week specifications in the inventory) are the same as those used in the reference year simulation.

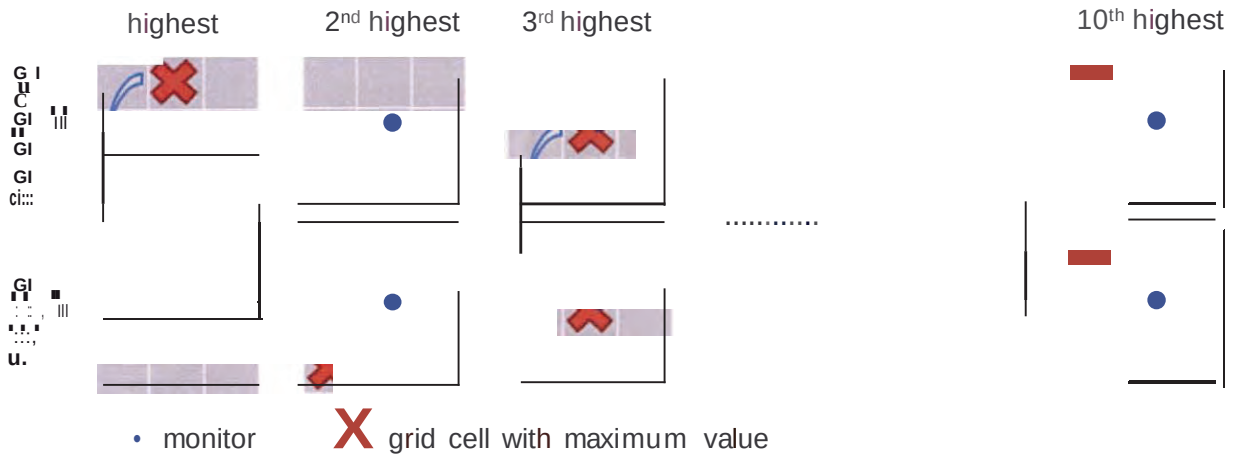
Projecting the reference DVs to the future is done by first calculating the fractional change in ozone between the modeled future and reference years for each monitor location. These ratios, called "relative response factors" or RRFs, are calculated based on the ratio of modeled future year ozone to the corresponding modeled reference year ozone (Equation 2).

$$RRF = \frac{\underline{h}_{r1=1}(MDA8\ 03)_{1uture}}{\underline{1L1=1(MDA803)\ eference}} \quad (2)$$

Where, MDA8 $_{03}$ refers to the maximum daily average 8-hour ozone, d refers to the day (chosen from the reference year), and N is the total number of days used in the RRF calculation. These MDA8 ozone values are based on the maximum simulated ozone within a 3x3 array of cells surrounding the monitor (Figure 4). Not all modeled days are used to calculate the average MDA8 ozone from the reference and future year simulations. The form of the 8-hour ozone NAAQS is such that it is focused on the days with the highest mixing ratios in any ozone season (i.e., the 4th highest MDA8 ozone). Therefore, the modeled days used in the RRF calculation also reflect days with the highest ozone levels. As a result, the current U.S. EPA modeling guidance (U.S. EPA, 2018) recommends using the 10 days with the highest modeled MDA8 ozone at each monitor location, where the 10 days are chosen from the reference year simulation and then the same corresponding days are selected from the future year simulation. Since the relative sensitivity to emissions changes (in both the model and real world) can vary from day-to-day due to meteorology and emissions (e.g., temperature dependent emissions or day-of-week variability) using the top 10 days ensures that the calculated RRF is not overly sensitive to any single day. Note that the MDA8 ozone from the reference and future year simulations are

paired in both time (the same days are selected from each simulation) and space (the location of the peak MDA8 ozone within the 3x3 array of grid cells surrounding the monitor is selected from the reference year simulation and the same location is used when selecting the corresponding data from the future year simulation).

Figure 4. Example showing how the location of the MOAB ozone for the top ten days in the reference and future years are chosen.



When choosing the top 10 days, the U.S. EPA recommends beginning with all days in which the simulated reference year MDA8 ozone is>= 60 ppb and then calculating RRFs based on the 10 days with the highest ozone in the reference simulation. If there are fewer than 10 days with MDA8 ozone>= 60 ppb then all days>= 60 ppb are used in the RRF calculation, as long as there are at least 5 days used in the calculation. If there are fewer than 5 days>= 60 ppb, an RRF cannot be calculated for that monitor. To ensure that only modeled days which are consistent with the observed ozone levels are used in the RRF calculation, the modeled days are further restricted to days in which the reference MDA8 ozone is within± 20% of the observed value at the monitor location.

Future year DVs at each monitor are then calculated by multiplying the corresponding reference year DV by the site-specific RRF.

$$DV_F = DV_R \times RRF \quad (3)$$

where, DVFis the future year design value, DVRis the reference year design value, and RRF is the site-specific RRF from Equation 2. The resulting future year DVs are then compared to the 8-hour ozone NAAQS to demonstrate whether attainment will be reached under the emissions scenario utilized in the future year modeling. A monitor is considered to be in attainment of the

8-hour ozone standard if the estimated future year DV does not exceed the level of the standard.

A. Meteorological Modeling

California's proximity to the ocean, complex terrain, and diverse climate represents a unique challenge for reproducing meteorological fields that adequately represent the synoptic and mesoscale features of the regional meteorology. In summertime, the majority of the storm tracks are far to the north of the state and a semi-permanent Pacific high-pressure system typically sits off the California coast. Interactions between this eastern Pacific subtropical high-pressure system and the thermal low pressure further inland over the Central Valley or South Coast lead to conditions conducive to pollution buildup over large portions of the state (Bao et al., 2008; Fosberg et al., 1966).

The state-of-the-science Weather Research and Forecasting (WRF) prognostic model (Skamarock, et al. 2008) version 4.2.1 was employed in the modeling. Its domain consisted of three nested La_mbert projection grids of 36 km (D01), 12 km (D02), and 4 km (D03) uniform horizontal grid spacing as shown in Figure 5. The 4 km innermost domain has 427x427 grid points and spans 1748 km in the east-west and the north-south directions. All three domains utilized 30 vertical sigma layers with the lowest layer extending to 30 m above the surface (Table 3). The North America Regional Reanalysis (NARR) fields, enhanced with surface and upper-air observations, were used for initial and boundary conditions as well as Four Dimension Data Assimilation (FDDA) on the outermost {36 km) domain. The horizontal spatial resolution of the NARR data is 32 km. The major physics options for each domain are listed in Table 4, which include the Yon-Sei University (YSU) planetary boundary layer (PBL) scheme, Kain-Fritsch cumulus parameterization for the outer two domains, and 5-layer thermal diffusion land-surface option.

Figure 5. WRF modeling domains (D01 36 km; D02 12 km; and D03 4 km).

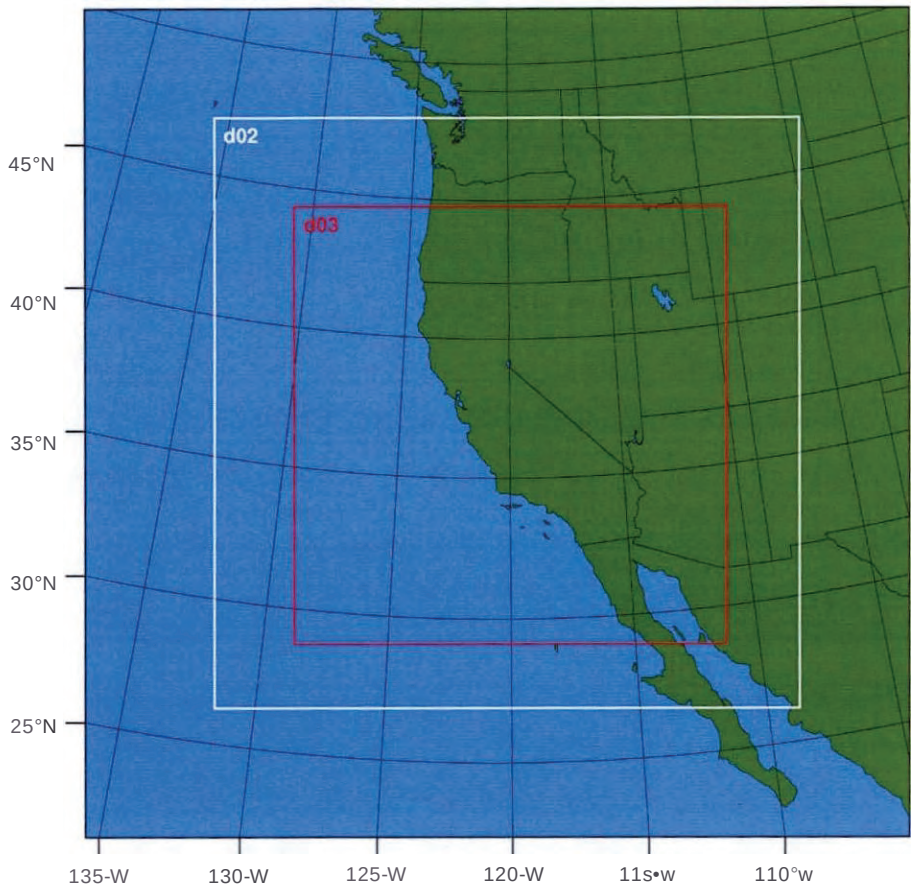


Table 3. WRF vertical layer structure.

Layer Number	Height (m)	Layerlihickness (m)	Laye,r Number	l'leight(m)	Layer· Thickness (m)
30	16082	1192	15	2262	403
29	14890	1134	14	1859	334,
28	13756	1081	13	1525	279
27	12675	1032	12	1246	233
26	11643	996	11	1013	194
25	10647	970	10	819	162
24	9677	959	9	657	135
23	8719	961	8	522	113
22	7757	978	7	409	94
21	6779	993	6	315	79
20	5786	967	5	236	66
19	4819	815	4	170	55
18	4004	685	3	115	46
17	3319	575	2	69	38
16	2744	482	1	31	31

To prevent any large deviations from the reanalysis data, analysis nudging was applied to the outermost domain (D01) above the planetary boundary layer (PBL) for moisture and above 2 km for wind and temperature. No nudging was used on the two inner domains to allow the model physics to work fully without externally imposed forcing. Boundary conditions on the

outermost domain were updated every 6 hours, while WRFwas reinitialized every 6 days with one day overlap, where the first day after being reinitialized was discarded as model spin-up. The Meteorology-Chemistry Interface Processor (MCIP) version 5.1 was used to process the 12 km (D02) and 4 km (D03) WRFoutput for use in the CTM simulations.

Table 4. WRF Physics options.

Physics Option	D0l (36 km)	D02 (12 km)	D03 (4 km)
Microphysics	WSM 6-class	WSM 6-class	WSM 6-class
Longwave Radiation	RRTM	RRTM	RRTM
Shortwave Radiation	Dudhia	Dudhia	Dudhia
Surface Layer	Revised MMS Monin-Obukhov	Revised MMS Monin-Obukhov	Revised MMS Monin-Obukhov
Land Surface	5-layer Thermal Diffusion	5-layer Thermal Diffusion	5-layer Thermal Diffusion
Planetary Boundary Layer	YSU	YSU	YSU
Cumulus Parameterization	Kain-Fritsch Scheme	Kain-Fritsch Scheme	No

B. Emissions

The anthropogenic emissions inventory used in this modeling was based on the California Emissions Projection Analysis Model (CEPAM) vl.03 augmented with updates consistent with CEPAM vl.04 for select source categories. These sources are described in *http://outapp.arb.ca.gov/cefs/2019ozsip/CEPAM2019_key_updates_chron.pdf* under version "March 29, 2022 Release of Version 1.04 Planning Projections", except for emissions from Ocean Going Vessels (OGV). For a detailed description of the anthropogenic emissions

inventory, updates to the inventory, and how it was processed from the planning totals to a gridded inventory for modeling, see the Modeling Emissions Inventory Appendix.

The transport of pollutants from the SJVAB can significantly contribute to the exceedances of the federal ozone NAAQS in the MCNA. Therefore, it is useful to not only summarize the change in emissions from 2018 to 2026 in the MCNA, but also in the SJV since emissions from this area are readily transported into the MCNA **(Error! Reference source not found.).**

Table S. MCNA and SJVAB Summer Planning Emissions for 2018 and 2026 (tons/day).

Source Category	26rnN0x [tpd];	'2026NO_x [tpaJ	NO_x;,dlff,	18 ROG [tpd]	2026'RdG: [tpd]	ROG,iiff
Mariposa County Non-attainment Area (MCNA)						
Stationary	0.017	0.015	-11.8%	0.071	0.067	**-5.6%**
Area	0.13	0.051	-60.8%	3.7	2.221	-40.0%
On-Road Mobile	0.439	0.263	-40.1%	0.314	0.229	-27.1%
Other Mobile	0.251	0.197	-21.5%	0.485	0.4	-17.5%
Total	0.837	0.526	-37.2%	4.57	2.917	-36.2%
San Joaquin Valley Air Basin (SJVAB)						
Stationary	24.081	19.43	-19.3%	84.037	84.647	**0.7%**
Area	7.66	4.008	-47.7%	157.11	153.837	**-2.1%**
On-Road Mobile	93.446	34.176	-63.4%	31.186	18.777	-39.8%
Other Mobile	96.586	67.971	-29.6%	51.612	39.509	-23.4%
Total	221.774	125.586	-43.4%	323.946	296.769	**-8.4%**

• Note that rounding errors may result in emissions totals that do not exactly match the sum of the individual **categories.**

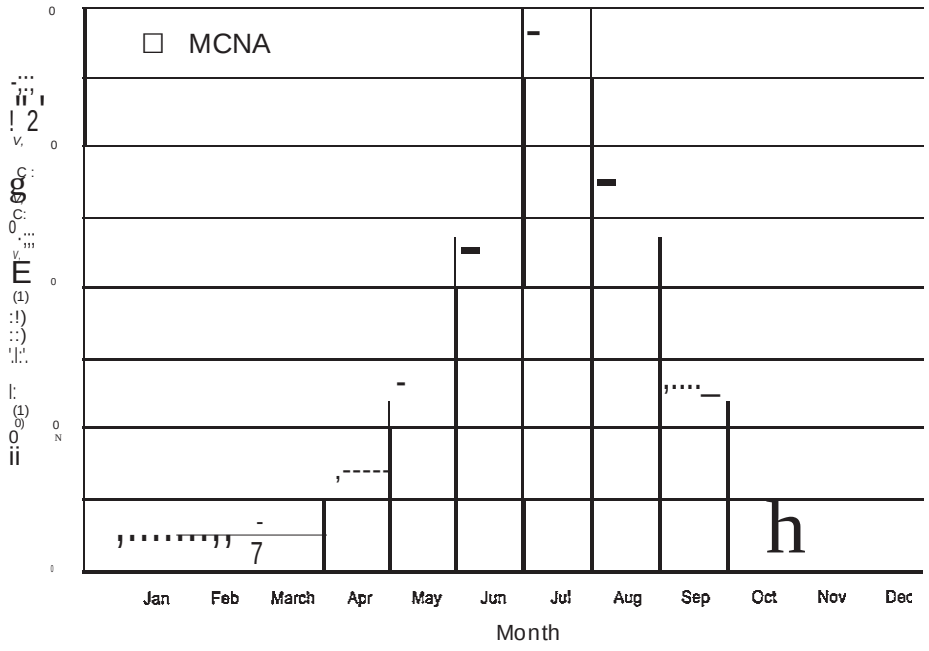
Table 5 summarizes the 2018 and 2026 anthropogenic emissions in MCNA and SJVAB. Overall, MCNA's anthropogenic NOx and ROG emissions in CEPAMvl.04 were projected to decrease by

~37% (from 0.84 tpd to 0.53 tpd) and~ 36% (from 4.57 tpd to 2.92 tpd) respectively between 2018 and 2026 with bulk of the reductions coming from area and all mobile sources including on-road and other mobile sources. In the upwind SJVAB, the magnitudes of the anthropogenic NOx and ROG emissions are several orders magnitude larger than those of the emissions in MCNA. The anthropogenic NOx emissions in SJVAB were projected to decrease by ~43% (from 221.8 tpd to 125.6 tpd) between 2018 and 2026 with bulk of the reductions coming from on-road mobile sources. In contrast, anthropogenic ROG was projected to decrease by ~8% (from 323.9 tpd to 296.8 tpd) with the bulk of those reductions coming from all mobile sources including on-road and other mobile sources.

Biogenic emissions were generated using the Model of Emissions of Gases and Aerosols from Nature (MEGAN3.0) biogenic emissions model *(https://bai.ess.uci.edu/megan).* MEGAN3.0 incorporates a new pre-processor (MEGAN-EFP) for estimating biogenic emission factors based on available landcover and emissions data. The MEGAN3.0 default datasets for plant growth form, eco-type, and emissions were utilized. Leaf Area Index (LAI) for non-urban grid cells was based on the 8-day 500 m resolution Moderate Resolution Imaging Spectroradiometer (MODIS) Terra/Aqua combined product (MCD15A2H) for 2018 *(https://earthdata.nasa.gov/).* The LAI data was converted to LAIv, which represents the LAI for the vegetated fraction within each grid cell, by dividing the gridded MODIS LAI values by the Maximum Green Vegetation Fraction for each grid cell *(https://archive.usgs.gov/archive/sites/landcover.usgs.gov/green_ veg.html).* The MODIS LAI product does not provide information on LAI in urban regions, so urban LAIv was estimated from the US Forest Service's Forest Inventory and Analysis urban tree plot data, processed through the i-Tree v6 software *(https://www.itreetools.org/toofs/i-tree-eco).* Hourly meteorology for MEGAN was provided by the 4 km WRF simulation described above, and all stress factor adjustments were turned off.

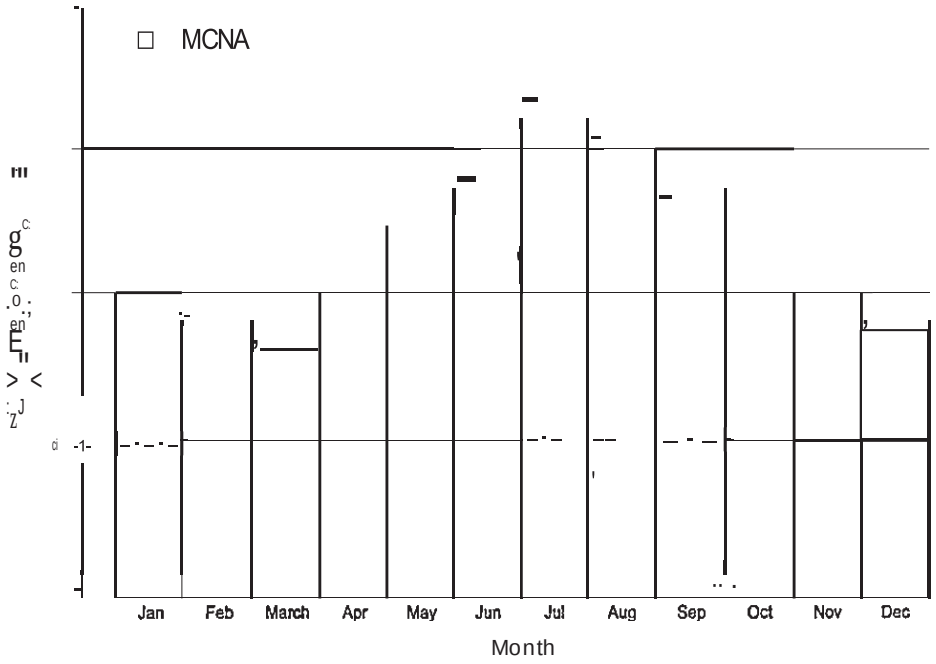
Monthly biogenic ROG totals for 2018 within the MCNA are shown in Figure 6 (note that the same biogenic emissions were used in the 2018 and 2026 modeling). Throughout the summer, biogenic ROG emissions ranged from ~23 tpd in May to 77 tpd in July and ~49 tpd in August, with the difference in emissions primarily due to monthly differences in temperature, solar radiation, and leaf area from month-to-month.

Figure 6. Monthly average biogenic ROG emissions for 2018 in the MCNA.



In addition to biogenic ROG emissions, the MEGAN model also estimates NOx emissions from soils using the Yienger and Levy scheme (Yienger and Levy, 1995) that accounts for natural emissions from soils as well as enhanced emissions from managed crop lands. Figure 7 shows the monthly average soil NOx emissions for 2018 from MEGAN. Soil NOx emissions are highest during summer months where the emissions peak at 1.7 tpd in July.

Figure 7. Monthly average soil NOx emissions for 2018 in the MCNA



C. Air Quality Modeling

Figure 1 shows the Community Multiscale Air Quality (CMAQ) modeling domains used in this work. The larger domain covering all of California has a horizontal grid size resolution of 12 km with 107x97 lateral grid cells for each vertical layer and extends from the Pacific Ocean in the west to Eastern Nevada in the east and runs from the U.S.-Mexico border in the south to the California-Oregon border in the north. The smaller nested domain (dashed black outline) covering the Central Valley region including the San Joaquin Valley (SJV), Sacramento Valley {SV), Mountain Counties (MC) air basins and the MCNA, has a finer scale 4 km grid resolution and includes 192x192 lateral grid cells.

The 12 km and 4 km domains are based on a Lambert Conformal Conic projection with reference longitude at -120.5°W, reference latitude at 37°N, and two standard parallels at 30°N and 60°N, which is consistent with WRF domain settings. The CMAQ vertical layer structure is based on the WRF sigma-pressure coordinates, and the exact layer structure used can be found in Table 3. The original 30 vertical layers from WRF were used for the CMAQ simulations, extending from the surface to 100 mb such that the majority of the vertical layers fall within the planetary boundary layer.

The CTM utilized in the modeling is the CMAQ model version 5.2.1 (U.S. EPA, 2018). CMAQ is the U.S. EPA's open-source regional air quality model, which is widely used in the regulatory and scientific communities and represents the current state-of-the-science. CMAQ has been

utilized for studying ozone and PM2.s formation in California for over a decade (e.g., Cai et al., 2016, 2019; Jin et al., 2008, 2010; Kelly et al., 2010, 2014; Livingstone et al., 2009; Pun et al., 2009; Tonse et al., 2008; Vijayaraghavan et al., 2006; Zhang et al., 2010), and has been the primary CTM used in California SIPs since 2008 (SJV, 2008), having been used in over a dozen ozone and PM2.s SIPs (Eastern Kern, 2017; Imperial, 2017, 2018; Sacramento, 2017; SJV, 2012, 2013, 2016a,b, 2018; South Coast, 2012, 2016; Ventura, 2016; Western Mojave, 2016; Western Nevada, 2018).

Table 6 lists the CMAQ configuration and settings used in the modeling. The SAPRC07tic chemical mechanism (Carter, 2010a, b) was chosen to represent the gas-phase photochemistry in the atmosphere, along with the aero6 aerosol module for simulating aerosol dynamics and chemistry. Photolysis rates were calculated in-line to better represent changes in photolysis rates due to meteorological conditions and gaseous and particulate pollutant levels in the atmosphere.

Table 6. CMAQ configuration and settings.

Process,	Scheme
Advection	Yamo module for horizontal and WRF module for vertical
Horizontal diffusion	Multi-scale
Vertical diffusion	ACM2 (Asymmetric Convective Model version 2)
Gas-phase chemical **mechanism**	SAPRC version 07tc gas-phase mechanism with extended isoprene chemistry
Chemical solver	EBI (Euler Backward Iterative solver)
Aerosol module	Aero6 (the sixth generation CMAQ aerosol mechanism)
Cloud module	ACM_AE6 (ACM cloud processor that uses the ACM methodology to compute convective mixing with heterogeneous chemistry for AERO6)
Photolysis rate	Phot/inline (calculating photolysis rates inline)

Global chemical transport Community Atmosphere Model with Chemistry (CAM-Chem) coupled to the Community Earth System Model (CESM2) (Emmons, 2020; Lamarque et al., 2012) was developed by National Center for Atmospheric Research (NCAR) and used for simulations of global tropospheric and stratospheric atmospheric compositions. CAM-Chem modeling outputs have been widely used to provide chemical boundary conditions for various regional air quality models (Yan et al., 2021; He et al., 2018; Shahrokhishahraki et al., 2022; Wang et al., 2022). In

this work, chemical boundary conditions for the outer 12-km domain were extracted from the CAM-Chem output based on vertical and horizontal setups of CMAQ meteorological inputs and processed into CMAQ model ready format as well as mapped to CMAQ chemical species. The CAM-chem data for 2018 was obtained from the National Center for Atmospheric Research *(https://www.acom.ucar.edu/cam-chem/cam-chem.shtml)* (Buchholz, 2019) and processed using the mozart2camx preprocessor version 3.2.3 (https://www.camx.com/download/support-software/). The same CAM-chem derived BCs for the 12 km outer domain were used for both base year, reference year and future year simulations. The inner 4 km domain simulations utilized BCs that were based on the output from the corresponding 12 km domain simulations.

The extended ozone season (April - October) was simulated through parallel individual monthly simulations for the base year, reference year and future year. For each month, the CMAQ simulations included a seven-day spin-up period (i.e., the last seven days of the previous month) for the outer 12 km domain where initial conditions for the beginning day were set to the default initial conditions included with the CMAQ release. The 4 km inner domain simulations utilized a three-day spin-up period, where the initial conditions for the starting day were based on output from the corresponding day of the 12 km domain simulation. These spin-up periods were chosen based on previous testing, which showed that influence from the initial conditions was negligible after the seven- and three-day spin-up periods for the 12 km and 4 km simulations, respectively.

111. Results

A. Meteorological Model Evaluation

Simulated surface wind speed, temperature, and relative humidity from the 4 km domain were validated against hourly observations from 14 surface stations in MCNA and North SJVAB (Figure 8). The observational data for the surface stations were obtained from the ARB archived meteorological database available at *http://www.arb.ca.gov/aqmis2/aqmis2.php.* Table 7 lists the surface monitoring stations and the meteorological parameters that are measured at each station, including wind speed and direction (wind), temperature (T), and relative humidity (RH). Several quantitative performance metrics were used to compare hourly surface observations and modeled estimates: mean bias (MB), mean error (ME) and index of agreement (IOA) based on the recommendations from Simon et al. (2012). Model performance statistical metrics were calculated using the available data at all the sites. A summary of these statistics for the area is shown in Table 8.

The average hourly wind speed for April-October 2018 is biased high at 0.57 m/s, while the average mean error is 0.66 m/s. The index of agreement for the wind speed in this period is

0.81. Temperature is biased low with an average bias of-0.97 K, while the IOA for temperature is 0.97. Consistent with the negative temperature bias, relative humidity has a positive bias of 9.27% with an IOA of 0.83. The distribution of daily mean bias and mean error for wind speed, temperature and relative humidity are shown in Figure 9. The spatial distributions of the mean bias and mean error of modeled surface wind, temperature and relative humidity are shown in Figure 10. Observed vs. modeled scatter plots of hourly wind speed, temperature, and relative humidity are shown in Figure 11. These results are comparable to other WRF modeling efforts in California investigating ozone formation in Central California (e.g., Hu et al., 2012) and modeling analysis for the CalNex, CARES and Discover-AQ field studies (e.g., Past et al., 2012; Baker et al., 2013; Kelly et al., 2014; Angevine et al., 2012; Chen et al., 2020). Detailed hourly time-series of surface temperature, relative humidity, wind speed, and wind direction can be found in the supplemental materials.

Table 7. Meteorological site location and parameter measured.

Site Number	Site,fD	Site N_ame	arameter(s),Measured,
'(F.igure'8);	!!		
1	5736	Manteca	Wind, T, RH
2	6082	CRN CA YOSEMITE VILLAGE 12 W	**T**
3	5831	Oakdale #2	Wind, T, RH
4	3018	Yosemite Natl Park-Turtleback Dome	Wind, T, RH
5	6754	El Portal	Wind, T, RH
6	5737	Modesto#3	Wind, T, RH
7	7233	Denair II	Wind, **T,** RH
8	3161	Jerseydale - 6440 Jerseydale	Wind, T, RH
9	6755	**Wawona**	Wind, T, RH
10	3530	Catheys Valley	**Wind, T, RH**
11	5793	Merced	Wind, **T,** RH
12	5752	**Kesterson**	Wind, **T,** RH
13	5730	Los Banos #2	Wind, T, RH

Site Number (Figure 8}	Site ID	Site Name	Parameter(s) Measured
14	5770	Panache	Wind, T, RH

Figure 8. Meteorological monitoring sites utilized in the model evaluation for MCNA. Numbers reflect the sites listed in Table 7.

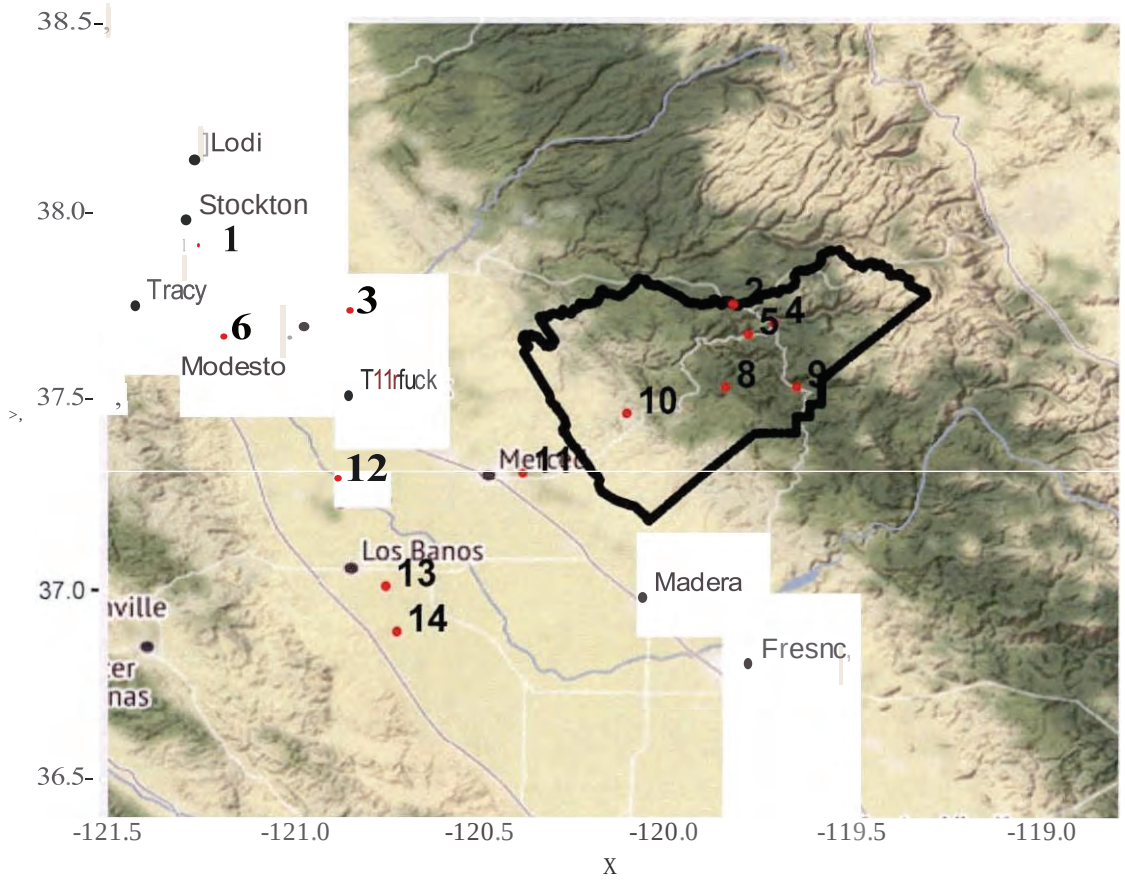


Table 8. Hourly surface wind speed, temperature and relative humidity statistics for April through October 2018. IOA denotes index of agreement.

	Observed Mean	Modeled Mean	Mean Bias	Mean Error	IOA

Wind Speed (m/s)	2.13	2.70	0.57	0.66	0.81
Temperature (Kl	292.61	291.64	-0.97	1.93	0.97
Relative Humidity (%)	52.77	62.04	9.27	11.28	0.83

Figure 9. Distribution of daily mean bias {left) and mean error {right) from April -October 2018. Results are shown for wind speed {top), temperature {middle), and RH {bottom).

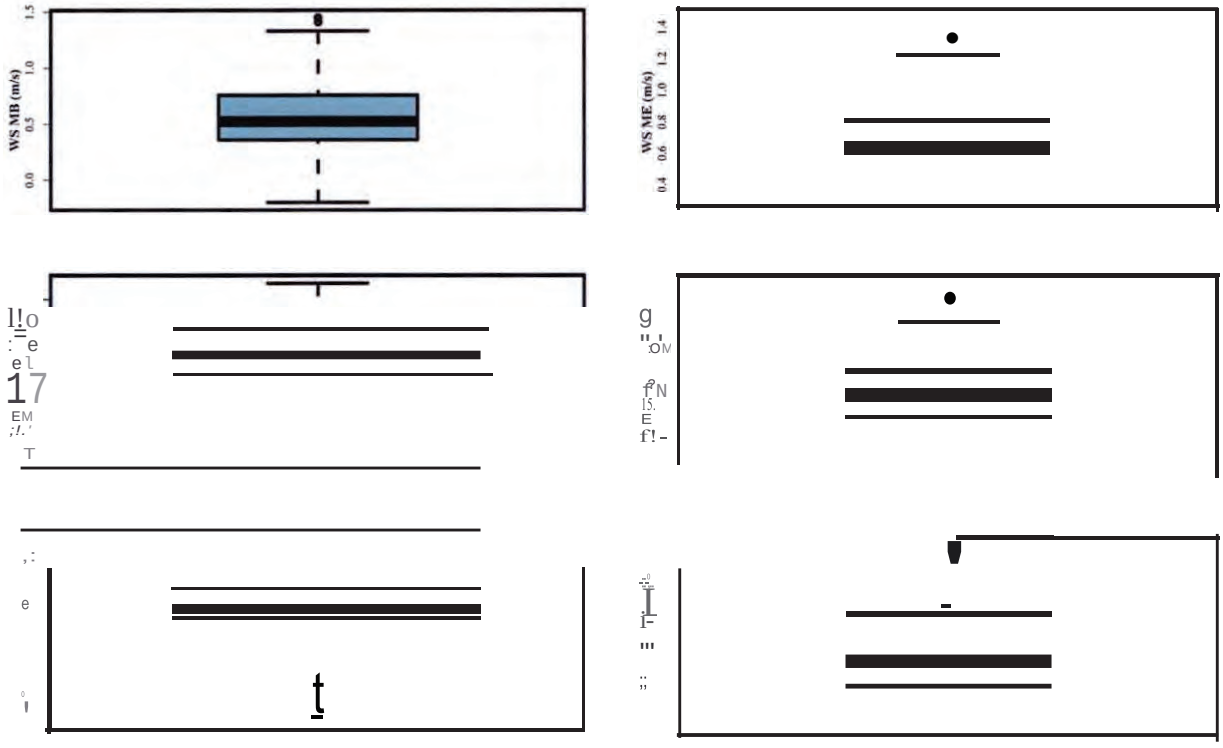


Figure 10. Spatial distribution of mean bias (left) and mean error (right) for April-October 2018. Results are shown for wind speed (top), temperature (middle), and RH (bottom).

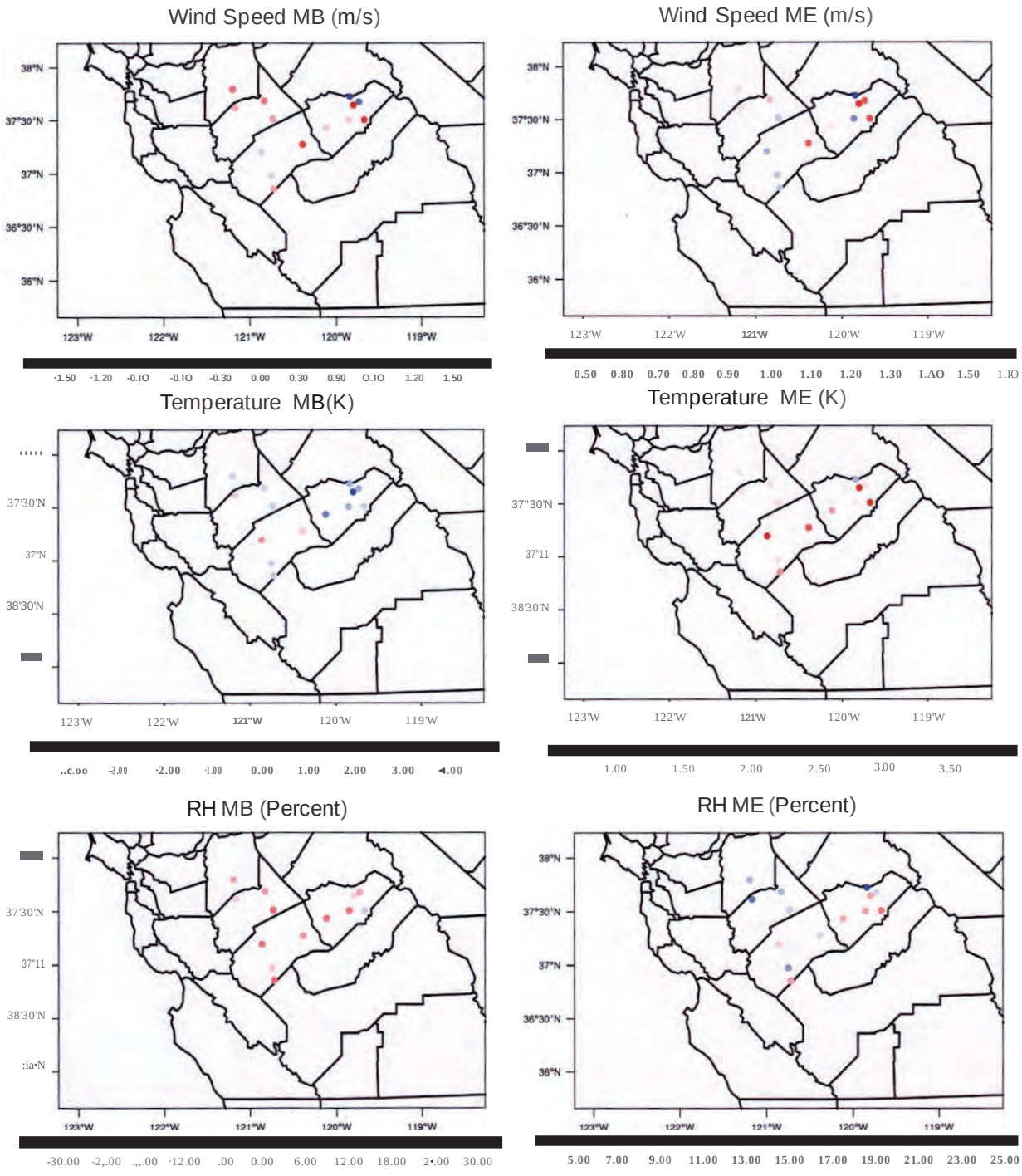
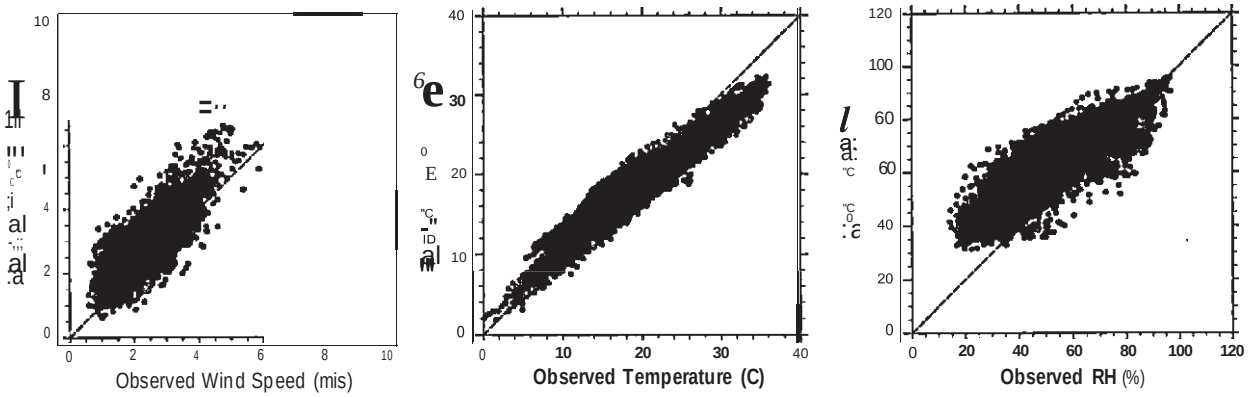


Figure 11. Comparison of modeled and observed hourly wind speed (left), 2-meter temperature (center), and relative humidity (right), April - October 2018.



B. Phenomenological Evaluation

Conducting a detailed phenomenological evaluation for all modeled days can be resource intensive given that the entire ozone season (April - October) was modeled for the attainment demonstration. However, some insight and confidence that the model is able to reproduce the meteorological conditions leading to elevated ozone can be gained by investigating the meteorological conditions during peak ozone days within the MCNA in more detail.

Meteorological conditions that produced peak ozone levels in the area occurred on July 26, 2018, with a daily maximum 8-hour ozone mixing ratio of 87 ppb observed at the Jerseydale ozone monitoring site. The upper-air weather charts showed that a 500 mb high pressure system was observed over California. The pressure gradient of this system was weak and the daytime temperature at the Jerseydale monitoring site reached 91 °F.

Figure 12 shows the surface wind fields in the early afternoon (13:00 PST) and evening (20:00 PST) on July 26, 2018 with the observed and modeled values denoted by red and black arrows, respectively. Overall, modeled winds compare relatively well with the observed values, with winds during the early afternoon hours being influenced by northwesterly wind in the SJVAB due to the marine air penetration and up slope flows in MNCA, while evening winds were impacted by down slope flows in MNCA. The northwesterly winds were stronger in the SJVAB during daytime facilitating the transport of polluted air masses from the upwind North SJVAB into MNCA.

Since RRF calculations in the model attainment test described previously are based on the top 10 peak ozone days, the modeled and measured winds in the area were examined further for the top 10 ozone days observed at the Jerseydale site in 2018. The ten highest maximum daily average 8-hour ozone mixing ratios observed at the Jerseydale site in 2018 occurred on July 26,

September 28, September 27, July 2, September 20, June 22, August 26, September 21, August 24, August 25, respectively. Figure 13 shows the mean wind field (vector average) for the top 10 ozone days at 05:00 PST and 14:00 PST, respectively. Overall, the surface wind distribution indicates that the model is in general agreement with the observations and is able to capture many of the important features of the observed meteorological fields on those days when elevated ozone levels occurred.

Figure 12. Surface wind field at 13:00 PST (top) and 20:00 PST (bottom) on July 26, 2018. Modeled wind field is shown with black wind vectors, while observations are shown in red.

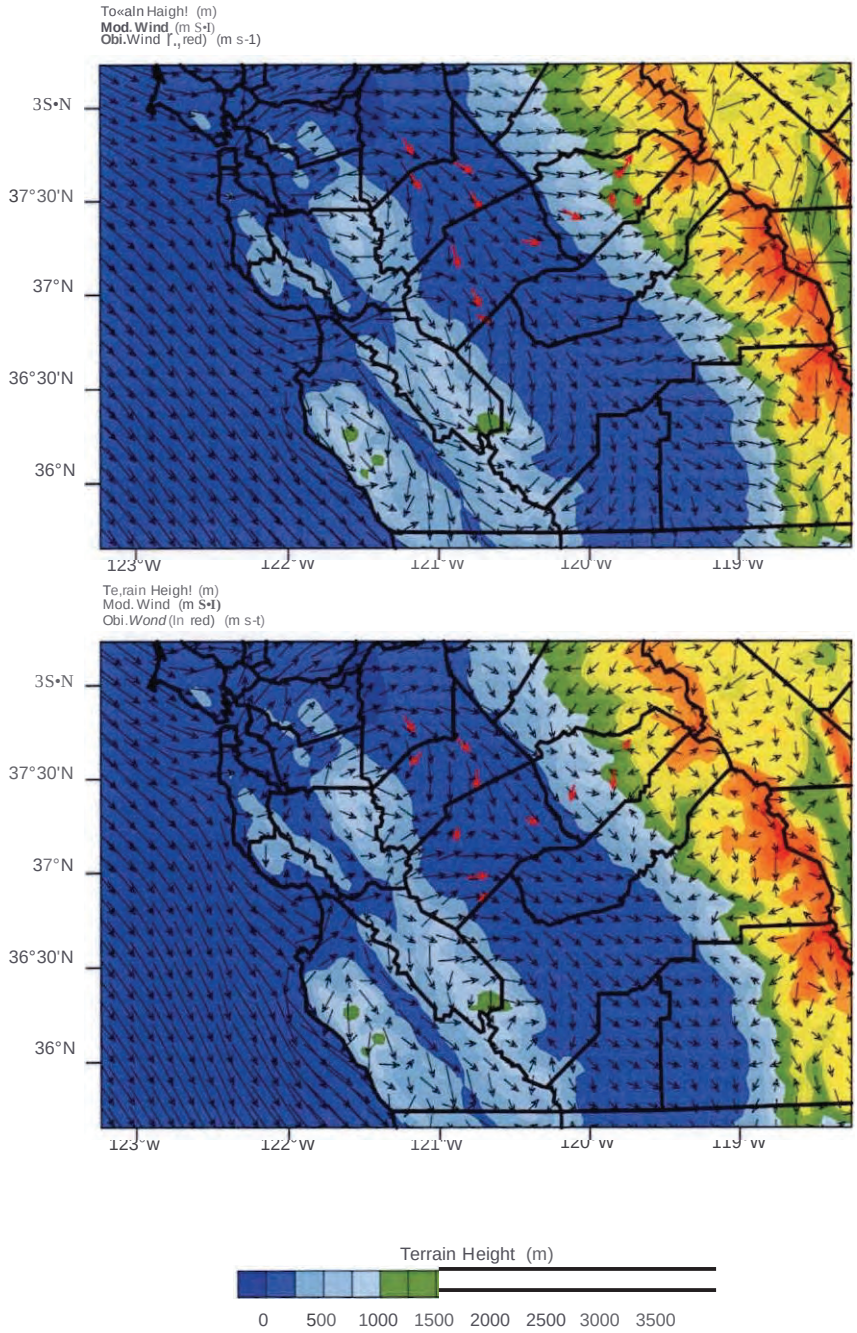
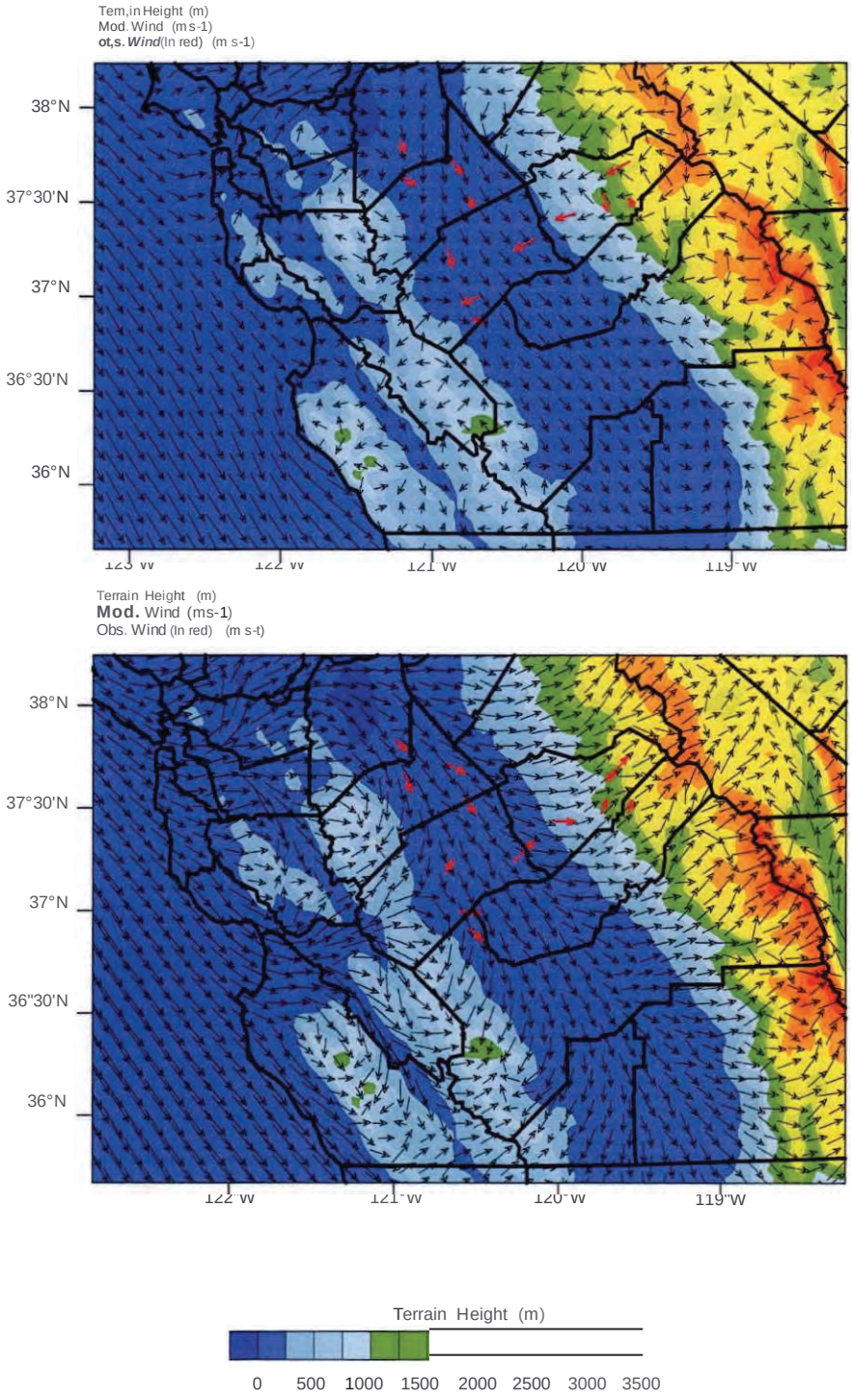


Figure 13. Average wind field at 5:00 PST {top) and 14:00 PST {bottom) for the top 10 observed ozone days at Jerseydale monitoring site in 2018. Modeled wind field is shown with black wind vectors, while observations are shown in red.



In addition, it is useful to examine the direction of predominant wind flow, through wind rose plots, on peak ozone days to ensure the same transport patterns from source to receptor observed in the atmosphere are also captured in the model. Figure 14 shows the observed and simulated wind speed frequency and direction at the Jerseydale site for the top 10 ozone days in 2018. From Figure 14, it is clear that the dominant wind flow pattern on peak ozone days is from the west/north-west. The model predicted higher occurrences of winds from the west/north-west, and lower occurrences of winds from the west and west/south-west compared to observations. Despite less variability in wind directions, the model was generally able to reproduce the predominant wind directions at the Jerseydale site for the top 10 ozone days in 2018.

Figure 14. Observed (left) and modeled (right) wind roses at the Jerseydale site for the top 10 observed ozone days in 2018.

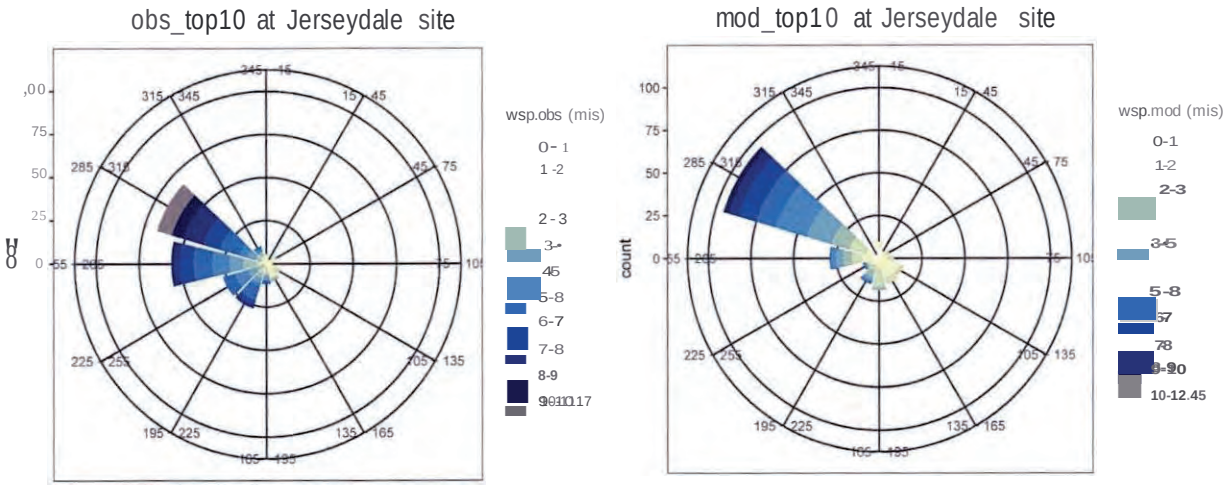
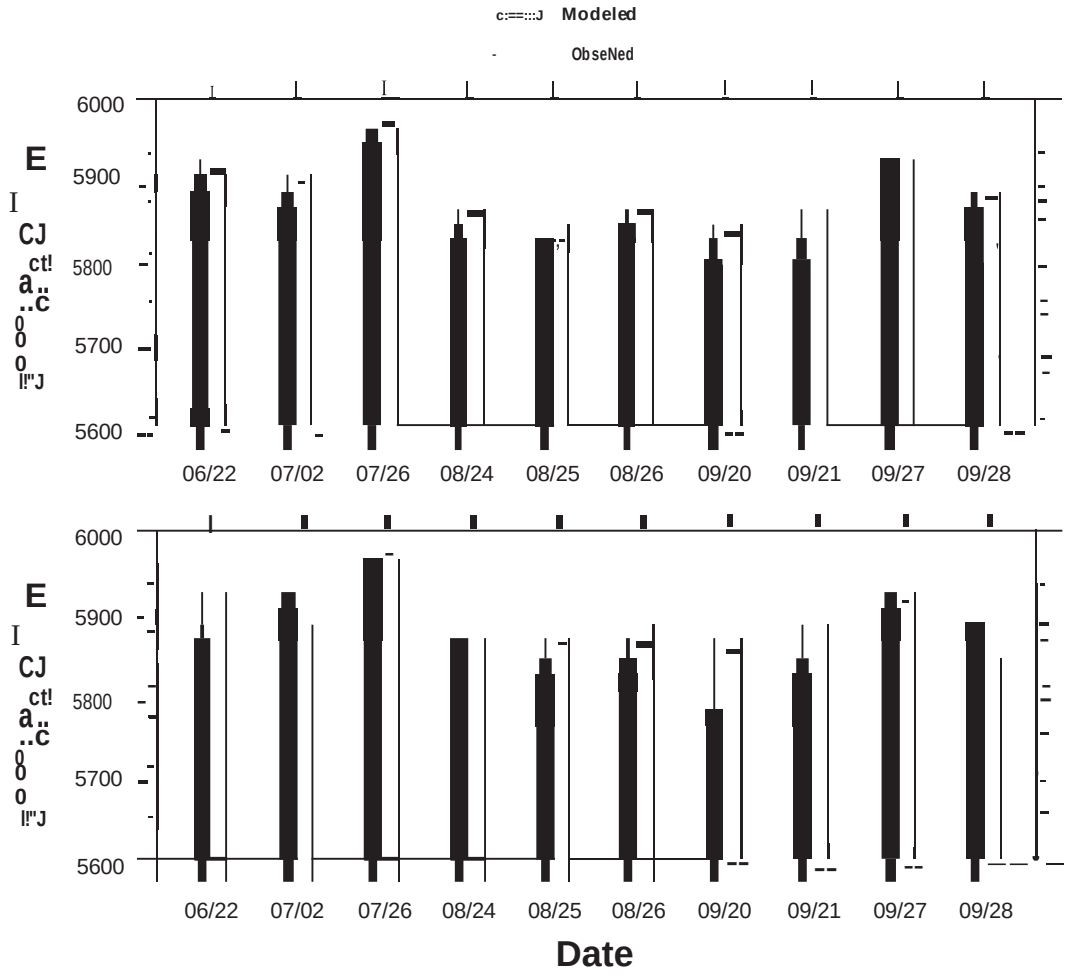


Figure 15 shows the 500 hPa geopotential height at 12:00 UTC and 00:00 UTC for the top 10 ozone days in 2018 at the Jerseydale site. These times were chosen to coincide with timing of the upper-air observations. In this figure, the North American Regional Reanalysis (NARR) data is used to represent the observations. The NARR dataset is a product of observational data assimilated into some of the NOAA model products for the purpose of producing a snapshot of the weather over North America at any given time. The 500 hPa geopotential height is a useful metric to evaluate, because most weather systems follow the winds at this level. It can be seen from Figure 15 that on average the 500 hPa geopotential height is ~5900 m above sea level and the modeled 500 hPa geopotential height closely matches the observed values.

Although a phenomenological evaluation of only a subset of peak ozone days does not necessarily mean the model performs equally well on all days, the fact that the model can adequately reproduce wind flows consistent with the ozone conceptual model, combined with reasonable performance statistics *over* the ozone season (Table 8), provides added confidence in the meteorological fields utilized for this attainment demonstration modeling.

Figure 15. Modeled and observed at 12:00 UTC (top) and 00:00 UTC (bottom) 500 hPa geopotential height for the top 10 observed ozone days at the Jerseydale site in 2018.



C. Air Quality Model Evaluation

Observed ozone data from CARB's Air Quality and Meteorological Information System {AQMIS) database *(www.arb.ca.gov/airqualitytoday/)* and Aerometric Data Analysis and Management (ADAM) database *(www.arb.ca.gov/adam/)* were used to evaluate the accuracy of the 4 km CMAQ modeling for the two ozone monitors listed in Table 2. The U.S. EPA modeling guidance (U.S. EPA, 2018) recommends using the grid cell value where the monitor is located, to pair observations with simulated values in an operational evaluation of model predictions. Since the future year design value calculations are based on simulated values near the monitor (i.e., the maximum simulated ozone within a 3x3 array of grid cells with the grid cell containing the monitor located at the center of the array), model performance was evaluated by comparing observations against the simulated values at the monitored grid cell as well as the peak grid cell within the 3x3 grid array centered on the monitor (i.e., the 3x3 maximum). While different cutoff criteria have be used in different model evaluation studies (Emery et al., 2017), U.S. EPA suggests the days with simulated values> 60 ppb should receive higher priority in evaluation to give more attention to the model outputs that could potentially impact the outcome of the attainment test. Since fire days were excluded for baseline design value calculation (Table 2.), model performance for days without wildfires was also evaluated.

As recommended by U.S. EPA modeling guidance, a number of statistical metrics have been used to evaluate the model performance for ozone. These metrics include mean bias (MB), mean error (ME), mean fractional bias (MFB), mean fractional error (MFE), normalized mean bias (NMB), normalized mean error (NME), root mean square error (RMSE), and correlation coefficient (R^2). In addition, the following plots were used in evaluating the modeling with all available data: time-series plots comparing the predictions and observations, scatter plots for comparing the magnitude of the simulated and observed concentrations, as well as frequency distributions.

The model performance evaluation is presented for the two sites in the MCNA. Performance statistics for modeling scenarios with all valid data, only data above 60 ppb, and data excluded from fire days are reported separately for different ozone metrics including maximum daily average 8-hour ozone, maximum daily average 1-hour ozone, and hourly ozone (all hours of the day) for the monitored grid cell as well as the 3x3 maximum. Performance statistics for maximum daily average 8-hour ozone are shown in Table 9 and Table 10. Overall, when simulated data extracted at the grid cell are used for comparison with observations (as shown in Table 9), the model shows a bias of 1.44 ppb of maximum daily average 8-hour ozone in the MCNA. However, when only data greater than 60 ppb are used, model shows a negative bias of -6.96 ppb. Similarly, when the 3x3 maximum data is used for comparison, there is a positive bias in the model with all the valid data (2.86 ppb) and a negative bias with only data over 60 ppb (-5.60 ppb). This result indicates the model has a slight under-prediction of maximum daily average 8-hour ozone at high values in the MCNA. Improved model performance is shown when data from fires days are excluded from the evaluation. The mean bias of model predictions for MDA8 ozone greater than 60 ppb are -4.27 ppb and -2.96 ppb for data extracted at grid cell and 3x3 maximum grid cells respectively. Similar statistics for maximum daily average 1-hour ozone and hourly ozone can be found in

Parameter	MCNA	MCNAw/o fire days	MCNAWith obs data over 60 ppb·	MCNAw/o fire aa_ys. with obs : data over 60• ppb
Number of data points	423	399	138	114
Mean obs (ppb)	55.95	54.54	67.71	65.23
Mean Bias {ppb)	2.86	4.12	-5.60	-2.96
Mean Error (ppb)	8.43	7.85	7.91	5.76
RM5E (ppb)	10.52	9.76	10.20	6.99
Mean Fractional Bias(%)	5.94	7.85	-8.49	-4.85
Mean Fractional Error {%}	14.91	14.25	12.00	9.10
Normalized Mean Bias(%)	5.11	7.56	-8.27	-4.54
Normalized Mean Error(%}	15.07	14.40	11.69	8.84
R-squared	0.16	0.18	0.04	0.13

Table 11 to Table 13.

Model performance statistics within the range of values shown in Table 9 to Table 13·are consistent with previous studies in California and studies elsewhere in the U.S. Hu et al. (2012), simulated an ozone episode in central California (July 27 -August 2, 2000} using SAPRC07 chemical mechanism and found that a model bias of-10.8 ppb for maximum daily average 8-hour ozone with 60 ppb cutoff (compared to -6.96 ppb for MCNA in Table 9 of this work). Hu et al. also shows a model bias of-12.7 ppb for maximum daily average 1-hour ozone in Central California with 60 ppb cutoff (compared to -7.78 ppb in Table 11 of this work).

Similarly, Shearer et al. (2012) compared model performance in Central California during two episodes in 2000 (July 24 - 26 and July 31-August 2) for two different chemical mechanisms and found that normalized bias for maximum daily average 8-hour ozone ranged from -7% to -14% with hourly peak ozone showing a range of-7% to -18%. These values are greater than the statistics found in this work, which were calculated as 2.57% (or 4.98 % excluding fire days) for maximum daily average 8-hour ozone and -1.44% (or 1.43 % excluding fire days) for maximum daily average 1-hour ozone. Jin et al. (2010) conducted a longer-term simulation over Central California (summer 2000} and found a RMSE for maximum daily average 8-hour ozone of 14 ppb, which is greater than the 10.03 ppb (or 8.99 excluding fire days) found in this work. Jin et al. {2010) also showed an overall negative bias of-2 ppb, which is in the similar range of 1.44

ppb (2.86 ppb with 3x3 maximum values) found in this work. Zhu et al. (2019) shows hourly 03 NMB of 8.2% and NME of 11.3% for July and August 2012 with 20ppb cutoff, both are similar to the NMB and NME shown in Table 13.

Table 9. Maximum daily average 8-hour ozone performance statistics in the MCNA for the 2018 ozone season (April - October). Maximum daily average 8-hour ozone with simulated data extracted at grid cell where the monitor is located.

Parameter	**'M€NA**	**MCNAw/o ,ɪɪre ,ɑays**	**MCNAwith obs data over 60 PP'1**	**'MCNAw/o fire days with qbs data over 60 ppb**
Number of data points	423	399	138	114
Mean obs (ppb)	55.95	54.54	67.71	65.23
Mean Bias (ppb)	1.44	2.71	-6.96	-4.27
Mean Error (ppb)	8.01	7.30	8.59	6.24
RMSE (ppb)	10.03	8.99	10.98	7.44
Mean Fractional Bias (%)	3.51	5.43	-10.71	-6.97
Mean Fractional Error (%)	14.27	13.41	13.22	10.00
Normalized Mean Bias(%)	2.57	4.98	-10.28	-6.54
Normalized Mean Error(%)	14.31	13.38	12.69	9.56
R-squared	0.18	0.21	0.04	0.15

Table 10. Maximum daily average 8-hour ozone performance statistics in **the MCNA for the 2018 ozone season (April - October). Maximum daily average 8-hour ozone with simulated data extracted from the 3x3 grid cell array maximum centered at the monitor.**

Patameter	**:MCNA**	MCNAw/o **fire days**	**MCNAwith obs data over-60 ppb**	MCNAw/o **fire days , with obs .data over 60 ppb**
Number of data points	423	399	138	114
Mean obs (ppb)	55.95	54.54	67.71	65.23

Parameter	MCNA	MCNA w/o fire days	MCNA with obs data over 60 ppb	MCNA w/o fire days with obs data over 60 ppb
Mean Bias (ppb)	2.86	4.12	-5.60	-2.96
Mean Error (ppb)	8.43	7.85	7.91	5.76
RMSE (ppb)	10.52	9.76	10.20	6.99
Mean Fractional Bias (%)	5.94	7.85	-8.49	-4.85
Mean Fractional Error(%)	14.91	14.25	12.00	9.10
Normalized Mean Bias (%)	5.11	7.56	-8.27	-4.54
Normalized Mean Error(%)	15.07	14.40	11.69	8.84
R-squared	0.16	0.18	0.04	0.13

Table 11. Maximum daily average 1-hour ozone performance statistics in the MCNA for the 2018 ozone season (April - October). Maximum daily 1-hour ozone with simulated data extracted at grid cell where the monitor is located.

Parameter	MCNA	MCNA w/o fire days	MCNA with obs data over 60 ppb	MCNA w/o fire days with obs data over 60 ppb
Number of data points	419	395	208	185
Mean obs (ppb)	60.78	58.88	70.39	67.52
Mean Bias (ppb)	-0.87	0.84	-7.78	-4.92
Mean Error (ppb)	8.87	7.59	9.74	7.12
RMSE (ppb)	12.16	9.69	14.19	9.63
Mean Fractional Bias(%)	-0.07	2.17	-10.95	-7.44
Mean Fractional Error(%)	14.29	12.84	13.92	10.79
Normalized Mean Bias(%)	-1.44	1.43	-11.06	-7.29

,Parameter	MCNA	fir,e,days	IV!Gf\l wlth 'ol>s,,data av.er ,i:;O ppl>	,MCNA•w/o, :'ffoe av - ',wlth,,qbs ,da(a,over,GQ, JPPb'.
Normalized Mean Error(%)	14.60	12.89	13.84	10.55
R-squared	0.17	0.22	0.06	0.13

Table 12. Daily maximum 1-hour ozone performance statistics in the MCNA for the 2018 ozone season (April - October). Daily Maximum 1-hour ozone with simulated data extracted from the 3x3 grid cell array maximum centered at the monitor.

Paranietet	MCNA	•MCNAW/Q fireda'[s	MCNA-with• OQS c!afa, oyer- 60,ppb'	-Ntt N w/o fir:e,day :, With,qbs :.di:lta,.qver 60 •-ppb
Number of data points	419	395	208	185
Mean obs (ppb)	60.78	58.88	70.39	67.52
Mean Bias (ppb)	0.96	2.68	-5.99	-3.10
Mean Error (ppb)	9.33	8.16	9.25	6.77
RMSE (ppb)	12.49	10.40	13.51	9.16
Mean Fractional Bias(%)	2.88	5.14	-8.17	-4.62
Mean Fractional Error (%)	14.96	13.68	13.05	10.11
Normalized Mean Bias (%)	1.57	4.55	-8.51	-4.60
Normalized Mean Error(%)	15.35	13.86	13.14	10.03
R-squared	0.15	0.19	0.05	0.11

Table 13. Hourly ozone performance statistics in the MCNA for the 2018 ozone season (April - October). Hourly ozone with simulated data extracted at grid cell where the monitor is located. Note that only statistics for the grid cell in which the monitor is located were calculated for hourly ozone.

Param ter	MCN'°'	MCNAw/rJ fi e d vs	M NAWith obfdata, ave SO ppb	M C N 1111/0. fite,days with' obs data.'ove 60 'pp b
Number of data points	9975	9408	1536	1279
Mean obs (ppb)	49.28	48.59	67.13	65.39
Mean Bias (ppb)	4.62	5.20	-8.24	-6.28
Mean Error (ppb)	9.22	9.04	9.42	7.65
RMSE (ppb)	11.78	11.46	12.87	10.17
Mean Fractional Bias (%)	10.56	11.52	-12.98	-10.31
Mean Fractional Error (%)	18.71	18.62	14.79	12.43
Normalized Mean Bias (%)	9.37	10.69	-12.28	-9.60
Normalized Mean Error(%)	18.71	18.60	14.03	11.70
R-squared	0.16	0.17	0.01	0.03

Simon et al. (2012) conducted a review of photochemical model performance statistics published between 2006 and 2012 for North America (from 69 peer-reviewed articles). In Figure 16, the statistical evaluation of this model attainment demonstration is compared to the model performance summary presented in Simon et al. (2012) by overlaying various summary statistics onto the Simon et al. (2012) model performance summary. Note that the box-and-whisker plot (colored in black) shown in Figure 16 is reproduced using data from Figure 4 of Simon et al. (2012). The red dot and blue triangle in each of the panels in Figure 16 denote the model performance statistics from the current modeling work, calculated using the simulated monitor grid cell and the 3x3 maximum, respectively.

Figure 16. Comparison of various statistical metrics from the model attainment demonstration modeling to the range of statistics from the 69 peer-reviewed studies summarized in Simon et al (2012). (MDA denotes Maximum Daily Average). Red circular markers show statistics calculated from modeled ozone at the monitor location, while blue triangular markers show statistics calculated from the maximum ozone in the 3x3 array of grid cells surrounding the monitor. For data excluding fire days, purple circular markers show statistics calculated from modeled ozone at the monitor location, while brown triangular markers show statistics calculated from the maximum ozone in the 3x3 array of grid cells surrounding the monitor. Statistics were calculated with all valid modeled ozone data.

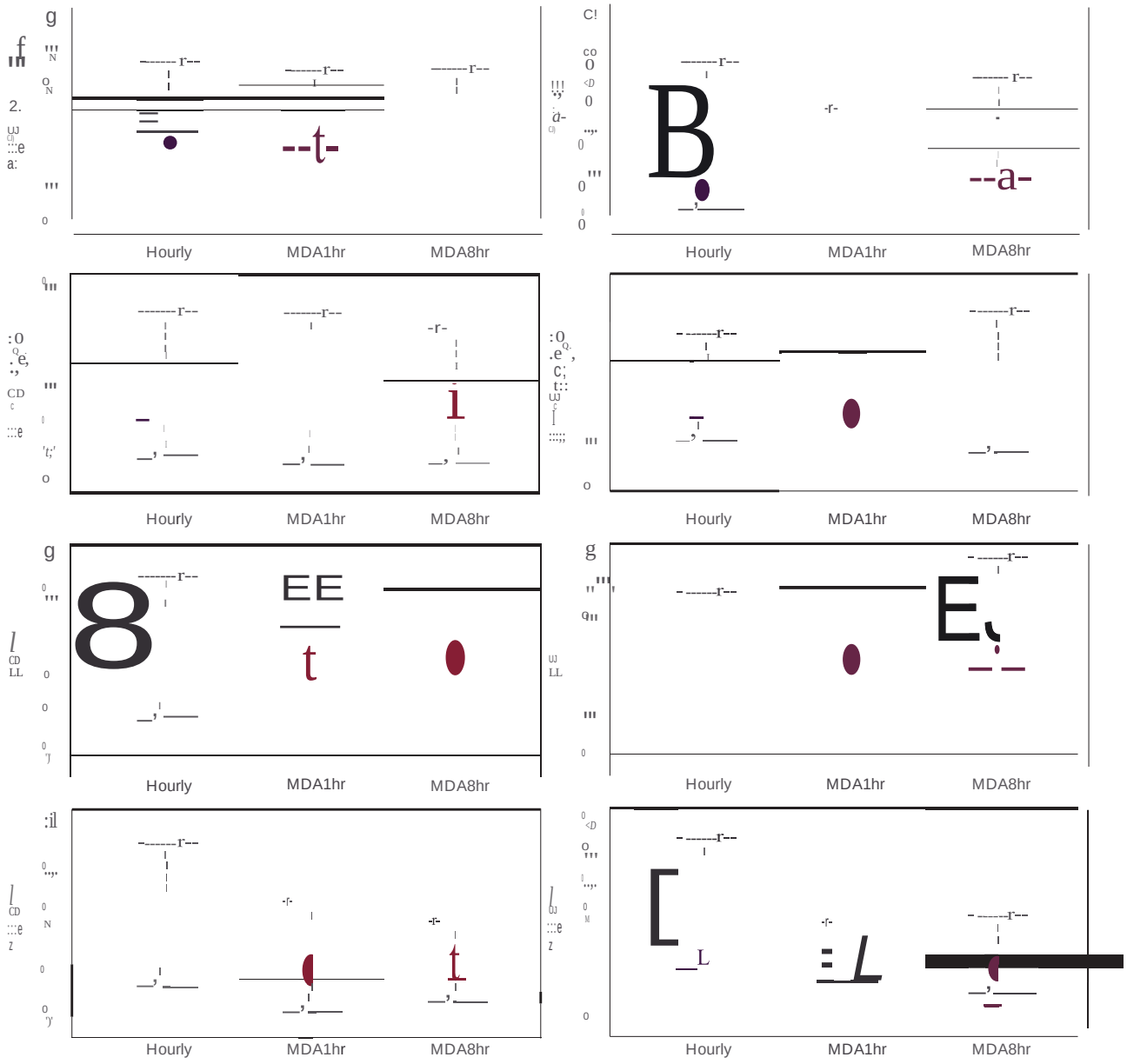
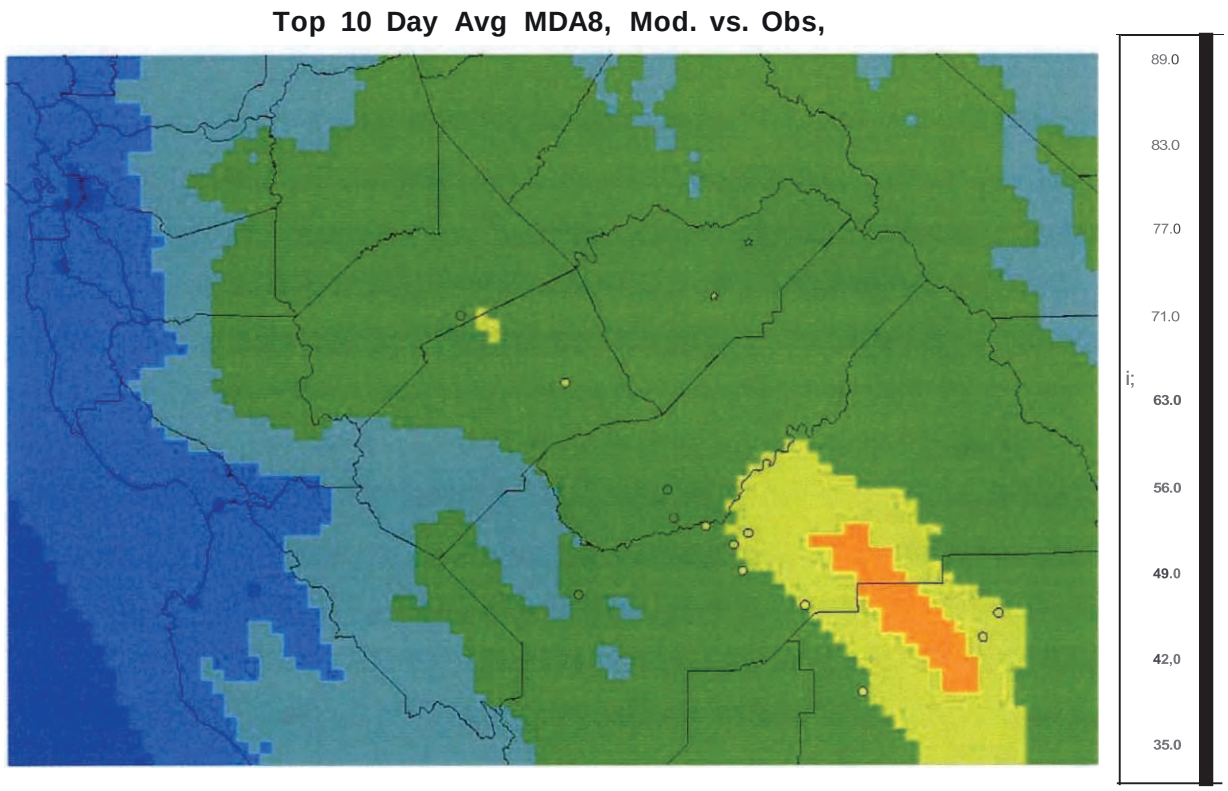


Figure 16 clearly shows that the model performance statistical metrics for hourly, maximum daily average 8-hour and maximum daily 1-hour ozone from this work are consistent with previous modeling studies reported in the scientific literature, and in most cases are better than those statistics. In particular, the Simon et al. (2012) study found that mean bias for maximum daily average 8-hour ozone ranged from approximately -7 ppb to 13 ppb, while mean error ranged from around 4 ppb to 22 ppb, and RMSE varied from approximately 8 ppb to 23 ppb; all of which are similar in magnitude to the statistics presented in Table 9 and Table 10.

Figure 17. Average MDA8 ozone for the top 10 ozone days in 2018 from the model simulations overlaid with observation data (SJV sites marked as circle, MCNA sites marked as star), where the top 10 days from the observations were chosen based on the Jerseydale site.



Spatial distributions of modeled and observed average maximum daily average 8-hour ozone for the top 10 O_3 days at the Jerseydale site are displayed in Figure 17. The observation data are from the monitoring sites located in the MCNA and SJV that are within the modeling domain. The model is able to capture the observed spatial gradient of ozone in the modeling domain with reasonable agreement between model and observations at the monitoring sites in the MCNA. Additional analysis including frequency analysis, time series plots and scatter plots of the hourly, maximum daily average 1-hr and maximum daily average 8-hour ozone data at the two ozone monitoring sites in the MCNA as well as hourly time series of NO_2 (at Stockton and Merced) and O_3 (at Stockton, Merced, two Madera sites and one Fresno site) for nearby SJV

sites can be found in the supplemental materials. Figure S 9 illustrates that the model overpredicted the frequency of ozone concentrations in the 60-70 ppb range and underpredicted the frequency of the ozone concentrations in the 40-50 ppb range at the Mariposa monitoring sites. These discrepancies are primarily due to the overprediction of springtime ozone in April (see time series plots in Figure S 11 and 12). Back trajectory analysis shows the air masses at Mariposa sites in April 2018 are impacted by transport from the northwest, indicating boundary conditions from that direction may partially contribute to the ozone bias in the modeling at the elevated Mariposa monitoring sites. Ozone simulations from the CAM-Chem global model, which provides the chemical boundary conditions for the regional CMAQ modeling are compared with weekly ozone sonde data collected at Trinidad Head, CA in Figure S 24. Ozone concentrations were overpredicted from the surface to the mid-troposphere (4 km on April 17 and 6 km on April 23) at Trinidad Head in April 2018. The same overprediction in ozone aloft from CAM-Chem model was not observed for summer months. This suggests the ozone boundary conditions in the northwest of the model domain might be overpredicted by CAM-Chem which may contribute to the ozone overprediction at Mariposa monitoring sites in April. Further investigation on how the boundary conditions may impact the elevated monitoring sites will be carried out in the future.

D. Air Quality Model Diagnostic Evaluation

In addition to the statistical evaluation presented above, since the modeling is utilized in a relative sense, it is also useful to consider whether the model is able to reproduce observable relationships between changes in emissions and ozone. One approach to this would be to conduct a retrospective analysis where additional years are modeled (e.g., 2000 or 2005) and then investigate the ability of the modeling system to reproduce the observed changes in ozone over time. Since this approach is extremely time consuming and resource intensive, it is generally not feasible to perform such an analysis under the constraints of a typical SIP modeling application. An alternative approach for investigating the ozone response to changes in emissions is through the so called "weekend effect".

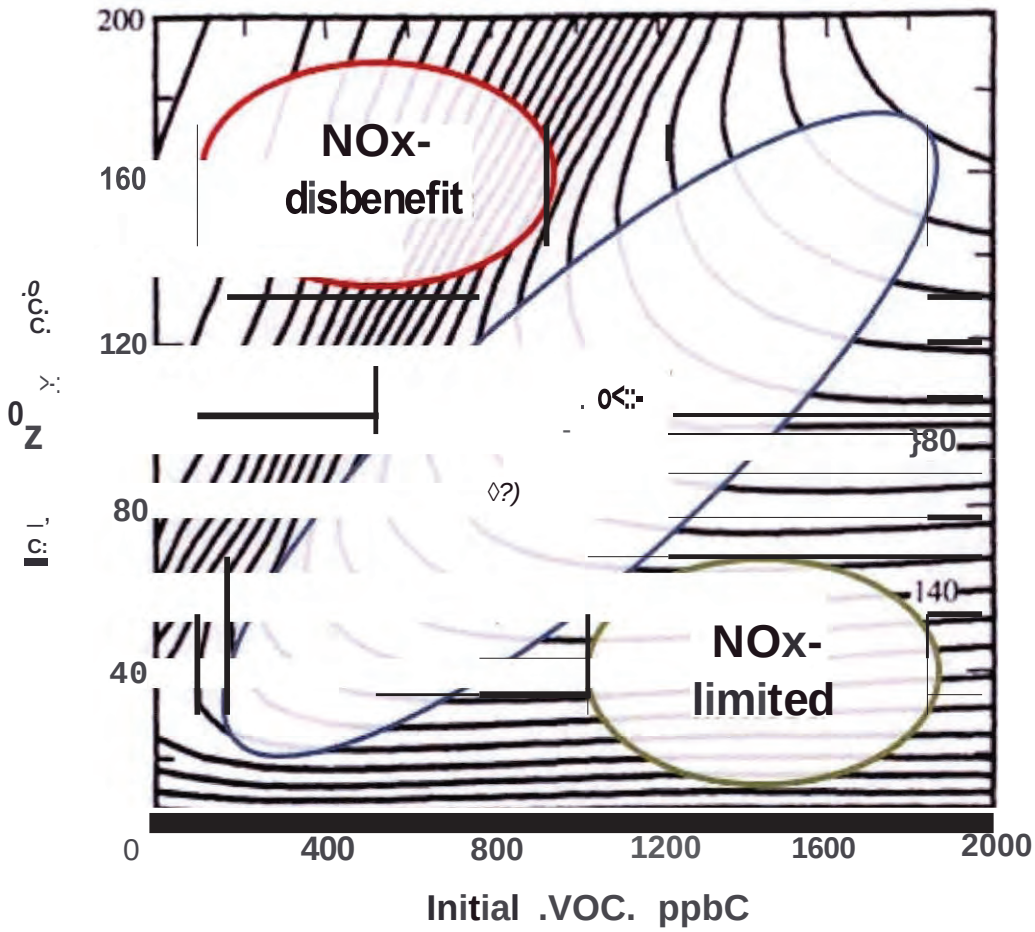
The "weekend effect" is a well-known phenomenon in some major urbanized areas where emissions of NOx are substantially lower on weekends than on weekdays, but measured levels of ozone are higher on weekends than on weekdays. This is due to the complex and non-linear relationship between NOx and ROG precursors and ozone (e.g., Sillman, 1999).

In general terms, under ambient conditions of high-NOx and low-ROG (NOx-disbenefit region in Figure 18 ozone formation tends to exhibit a disbenefit to reductions in NOx emissions (i.e., ozone increases with decreases in NOx) and a benefit to reductions in ROG emissions (i.e., ozone decreases with decreases in ROG). In contrast, under ambient conditions of low-NOx and high-ROG (NOx-limited region in Figure 18), ozone formation shows a benefit to reductions in NOx emissions, while changes in ROG emissions result in only minor decreases in ozone. These two distinct "ozone chemical regimes" are illustrated in Figure 18 along with a transitional

regime that can exhibit characteristics of both the NOx-disbenefit and NOx-limited regimes. Note that Figure 18 is shown for illustrative purposes only and does not represent the actual ozone sensitivity within the EKNA for a given combination of NOx and ROG (VOC) emissions.

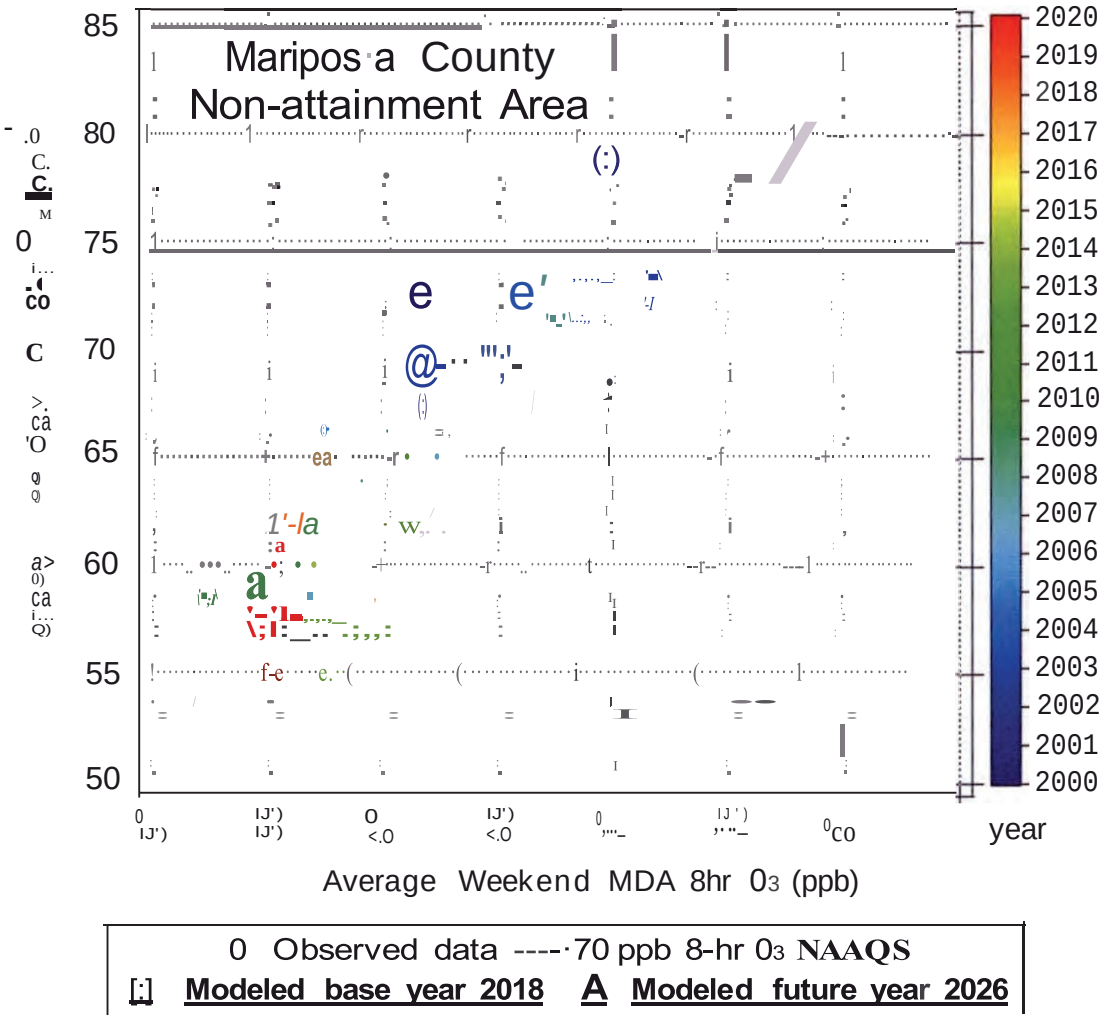
In this context, the prevalence of a weekend effect in a region suggests that the region is in a NOx-disbenefit regime (Heuss et al., 2003}. A lack of a weekend effect (i.e., no pronounced high 0_3 occurrences during weekends} would suggest that the region is in a transition regime and moving between exhibiting a NOx-disbenefit and being NOx-limited. A reversed weekend effect (i.e., lower 03 during weekends} would suggest thatthe region is NOx-limited.

Figure 18. Illustration of a typical ozone isopleth plot, where each line represents ozone mixing ratio, in 10 ppb increments, as a function of initial NOx and VOC (or ROG) mixing ratio (adapted from Seinfeld and Pandis. 1998, Figure 5.15). General chemical regimes for ozone formation are shown as NOx-disbenefit (red circle), transitional (blue circle), and NOx-limited (green circle).



Investigating the "weekend effect" and how it has changed over time is a useful real-world metric for evaluating the ozone chemistry regime in the MCNA and how well it is represented in the modeling. The trend in day-of-week dependence in the MCNA was analyzed using the ozone observations between 2000 and 2020 and the average site-specific weekday (Wednesday and Thursday} and weekend (Sunday} observed summertime (June through September} average MDA8 ozone values by year {2000 to 2020} are compared (Figure 19}. Different definitions of weekday and weekend days were also investigated and did not show appreciable differences from the Wednesday/Thursday and Sunday definitions.

Figure 19. Site-specific average weekday and weekend maximum daily average 8-hour ozone for each year from 2000 to 2020 in the MCNA. The colored circle markers denote observed values while the black square, triangle add diamond markers denote the simulated baseline 2018 and future year 2026 values. Points falling below the 1:1 dashed line represent a NOx-disbenefit regime, those on the 1:1 dashed line represent a transitional regime, and those above the 1:1 dashed line represent a NOx-limited regime.



A key observation in Figure 19 is that the summertime average weekday and weekend MDA8 ozone levels have steadily declined between 2000 and 2020. Along with the declining ozone, it is evident that the MCNA has been in a NOxlimited regime at least since 2000, as seen from the greater weekday ozone when compared to weekend ozone. This region is in close vicinity to biogenic ROG emissions sources and farther away from anthropogenic NOx sources, such that low NOx and high ROG reactivity conditions are prevalent, which is consistent with the region being in a NOx-limited regime. The occasional shift in weekday/weekend ozone levels closer to the 1:1 dashed line (and in some years crossing over the line) is likely due to interannual

variability in meteorological conditions and its impact on the regional transport patterns and local biogenic ROG emissions.

The simulated baseline 2018 weekday/weekend values (black square marker in Figure 19) from the attainment demonstration modeling shows greater weekday ozone compared to weekend ozone, which is consistent with observed findings in 2018 that show a prevalence of NOx-limited conditions in the MCNA. The predicted future 2026 value (black triangle marker in Figure 19) clearly shows that weekday and weekend ozone decline significantly (all values are below 60 ppb) suggesting that NOx controls will be more effective than corresponding ROG controls.in lowering the ozone levels in the MCNA.

E. Relative Response Factors and Future Year Design Values

The RRFs and the future ozone design values for the ozone monitoring sites in the MCNA were calculated using the procedures outlined in the Methodology section ofthis document and are summarized in Table 14 and Table 15. The projected ozone design values in 2026 at the monitoring sites in the MCNA are all below the 70 ppb standard based on the 2026 emissions inventory when fire impacted days are excluded in the 2018 average DV calculation. The 2026 DV is 68 ppb at Jerseydale and 66 ppb at Yosemite NP-Turtleback Dome (Table 15). Therefore, the attainment demonstration modeling predicts that the MCNA will attain the 2015 70 ppb 8-hour ozone standard by 2026 with the commitments outlined in the SIP.

Table 14. Summary of key parameters related to the future year 2026 ozone design value (DV} calculation when wildfire impacted days are included in the 2018 average DVs.

Site	RR	'2018.Avernge 0v (ppb)	2026,0V ,(ppp),	', 2026 Ttuncated,0V (ppb)1
Jerseydale	0.9201	74.7	68.7	68
Yosemite NP-Turtleback Dome	0.9534	77.3	73.7	73

Table 15. Summary of key parameters related to the future year 2026 ozone design value (DV) calculation when wildfire impacted days are excluded in the 2018 average DVs.

Site	RRF	2018 Average.DV (ppb).	2026 DV ,(ppb)	2026Truncated DV (ppb)
Jerseydale	0.9201	74.0	68.1	68
Yosemite NP-Turtleback Dome	0.9534	69.7	66.5	66

F. NOx/VOC Sensitivity Analysis for Reasonable Further Progress (RFP}

For the Clean Air Act 182(c)(2)(B) Reasonable Further Progress (RFP) requirement for areas classified as serious nonattainment and above, U.S. EPA guidance allows for NOx substitution to demonstrate the annual 3 percent reduction of ozone precursors if it can be demonstrated that substitution of NOx emission reductions (for ROG reductions) yield equivalent decreases in ozone. Additional U.S. EPA guidance states that certain conditions are needed to use NOx substitution in an RFP demonstration (U.S.EPA,1993). First, an equivalency demonstration must show that cumulative RFP emission reductions are consistent with the NOx and ROG emission reductions determined in the ozone attainment demonstration. Second, the reductions in NOx and ROG emissions should be consistent with the continuous RFP emission reduction requirement.

For the equivalency demonstration, ROG and NOx emissions within the nonattainment area boundary were reduced by 27% (3% for each of the 9 years between the designation year of 2017 and attainment year of 2026) independently from the baseline modeling year of 2018. These sensitivity simulations were used to develop RRFs and design values following the same methodology utilized in the attainment demonstration, where the sensitivity simulation was treated analogous to the future year. Table 16 summarizes the design values calculated for the 27% NOx and ROG sensitivity simulations. At all sites in the MCNA, the ratios of the change in ozone design value to the NOx emissions change (b.O3/b.NOx) are greater than those of the ROG emissions change (b.O3/b.ROG). Since the ozone improvement from NOx reductions is greater than that for ROG reductions, the use of NOx substitution will result in improved ozone air quality.

Table 16. Summary of the ozone improvement from the 27% emissions reductions at the monitoring sites in the MCNA.

Site	201s Average, 'DV (ppb)	DVAfter 27% NOx , 'Reductions (ppb)	110,/IINOx (ppb/tpd)	DV After 27% ROG Reductions (ppb)	110,/t.ROG (ppb/tpd)
Jerseydale	74.7	74.66	0.1653	74.7	0.0000
Yosemite NP - Turtleback Dome	77.3	77.26	0.1710	77.3	0.0000

G. **Unmonitored Area Analysis**

The unmonitored area analysis is used to ensure that there are no regions outside ofthe existing monitoring network that would exceed the NAAQS if a monitor was present (U.S. EPA, 2018). U.S. EPA recommends combining spatially interpolated design value fields with modeled ozone gradients and grid specific RRFs in order to generate gridded future year gradient adjusted design values.

This analysis can be done using SMAT-CE (Software for the Modeled Attainment Test-Community Edition, https://www.epa.gov/scram/photochemical-modeling-tools). However, this software is not open source and comes as a precompiled software package. To maintain transparency and flexibility in the analysis, in-house R codes developed at ARB were utilized in this analysis.

The unmonitored area analysis was conducted using the 8-hr 03 weighted DVs from all the available sites that fall within the 4 km inner modeling domain along with the reference year 2018 and future years 2026 4 km CMAQ model output. The steps followed in the unmonitored area analysis are as follows:

Step 1: At each grid cell, the top 10 modeled maximum daily average 8-hour ozone mixing ratios from the reference year simulation were averaged, and a gradient in this top 10-day average between each grid cell and grid cells which contain a monitor was calculated.

Step 2: A single set of spatially interpolated 8- our ozone DV fields was generated based on the observed 5-year weighted base year 8-hour ozone DVs from the available monitors. The interpolation is done using normalized inverse distance squared

weightings from each monitor within the Voronoi regions that boarder that of the grid cell (calculated with the R tripack library) and adjusted based on the gradients between the grid cell and the corresponding monitor from Step 1.

Step 3: At each grid cell, the RRFs are calculated based on the reference- and future-year modeling following the same approach outlined in in the Methodology section of this document, except that the+/- 20% limitation on the simulated and observed maximum daily average 8-hour ozone was not applied because observed data do not exist for grid cells in unmonitored areas.

Step 4: The future year gridded 8-hour ozone DVs were calculated by multiplying the gradient-adjusted interpolated 8-hour ozone DVs from Step 2 with the gridded RRFs from Step 3

Step 5: The future-year gridded 8-hour ozone DVs (from Step 4) were examined to determine if there are any peak values higher than those at the monitors, which could potentially cause violations of the applicable 8-hour ozone NAAQS.

Under the Voronoi diagram method, each monitoring site was assigned to a Voronoi region based on location and the distance to each grid cell (Sen 2016), and the interpolations were done between each grid cell and all the monitors in surrounding Voronoi regions. Voronoi diagram with inverse distance weighting method has been used in various 2-D data analysis areas, including air quality measurements interpolations (Atsuyuki, et al., 2009; Deligiorgi and Philippopoulos 2011).

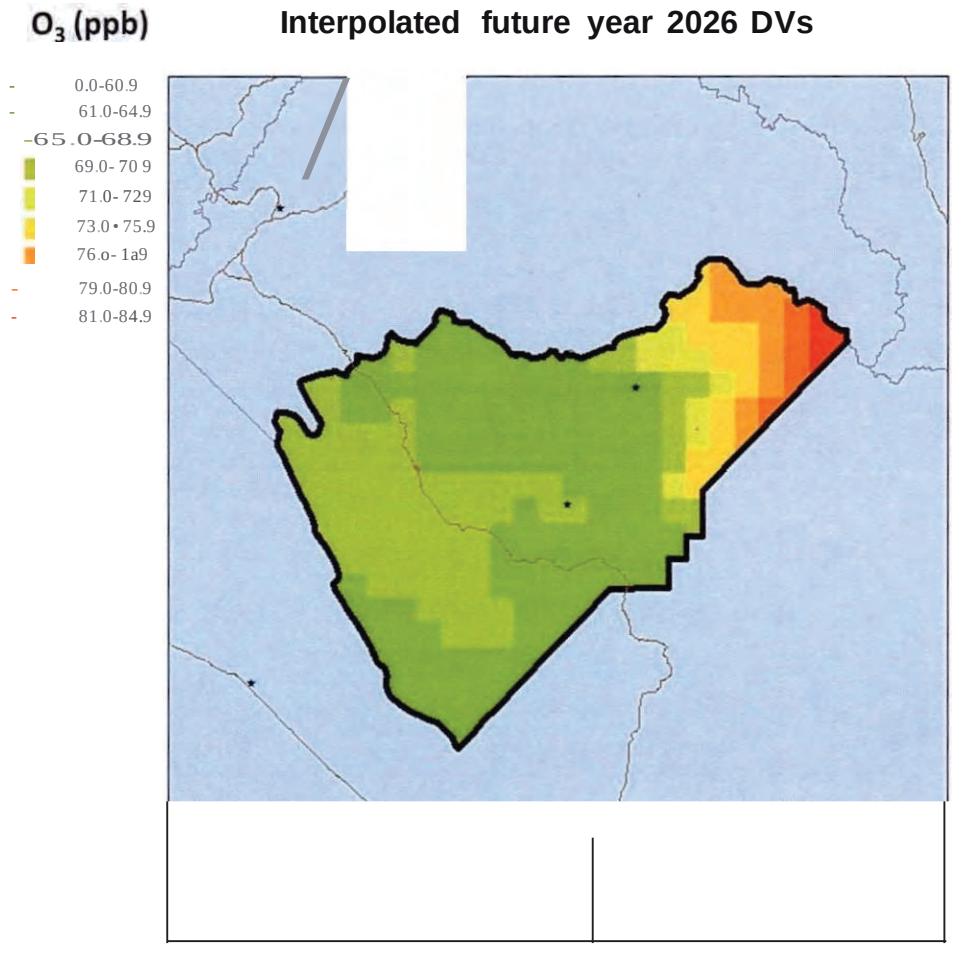
Figure 20 shows the spatial distribution of gridded DVs in 2026 for the MCNA based on the unmonitored area analysis (described above). The black colored triangle markers denote the monitoring sites, which had valid reference year 2018 DVs and were used in the analysis. Gridded DVs are below the 70ppb standard in all areas within the nonattainment region, except at sparsely populated elevated locations over the Sierra Nevada Mountains.

Figure 21 shows the spatially interpolated base year DV from Step 2 above (left panel), and the RRF value at each model grid from Step 3 above (right panel). The RRF calculation is based on the top 10 days from the 2018 reference year model simulations for each grid cell. In 2018, the interpolated DVs exhibit high levels of ozone in the southwest foothill region that is adjacent to the San Juaquin Valley, and northeast corner that is located at higher elevations over the mountain regions. In contrast, RRF values are less than 0.9 in the west ofthe region and steadily increase to near 1.0 in the east, which indicates that the remote mountain regions in the east are not responsive to the emission reductions within the county.

Further analysis of the modeling results shows there is a disconnect between when peak ozone occurs in the county foothill region compared to the elevated mountain regions. Within the

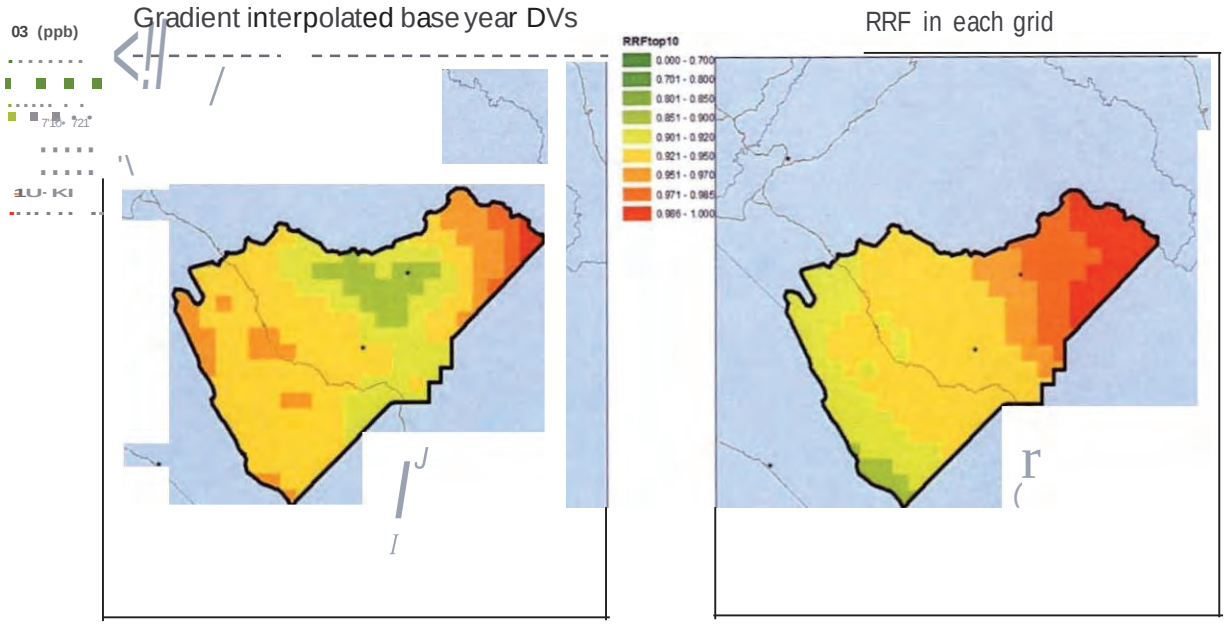
mountain regions, the simulated high 03 concentrations occur in the springtime from April to June, while the high 03 concentrations at the county foothill region occurs during the peak summer ozone season from July to September. Figure S 25 shows an east-west cross sectional curtain plot of monthly average of 8-hour 03 inMay 2018 and 2026 at row 95 of the model domain, which crosses through the Yosemite National Park - Turtleback Dome monitor. From the figure, it is clearly seen that 03 concentrations over the top of the mountains are significantly impacted by transport from aloft, including the impact of stratospheric intrusion of 0_3, which is strongest during the spring season. Figure S 26 shows a similar curtain plot, but for August, which clearly shows that even during the peak ozone summer season, ozone pollution at the foothill does not strongly affect ozone levels at elevations above 2500 m.

Figure 20. Spatial distribution of the future 2026 DVs based on the unmonitored area analysis in the MCNA.



Our analysis shows that the high ozone levels within the Sierra Nevada Mountains predicted by the unmonitored area analysis are likely due to impacts from higher ozone aloft and stratospheric influences in springtime and are not influenced by pollution emitted and formed within the county during the peak ozone season summer months. This means that reducing anthropogenic emissions in the MCNA is not likely to affect ozone levels within elevated regions of the Sierra Nevada Mountains. It is important to note that while these unmonitored peaks are consistent with our understanding of the physical processes in the atmosphere and the role of stratospheric ozone influences in the spring (e.g., Jeanne et al., 2013, Lin et al., 2012, Ricardo et al., 2010}, additional investigation and possibly measurements will be needed to corroborate the modeling analysis. Some of that information may be available from previous field campaigns, such as the California Baseline Ozone Transport Study (CABOT$) in 2016 (https://csl.noaa.gov/projects/cabots/scienceintro.html), and the regular ozone sonde measurements at Trinidad Head, CA (https://gml.noaa.gov/dv/site/THD.html). Those data sets will be investigated to determine if they are sufficient or if additional measurements are needed to determine if the unmonitored peaks within the Sierra Nevada Mountains are real or an artifact of the unmonitored area modeling analysis.

Figure 21. Spatially interpolated 2018 base year DVs with gradient adjustment based on the unmonitored area analysis {left}, and the RRF calculated for each grid {right)



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IV. Supplemental Materials

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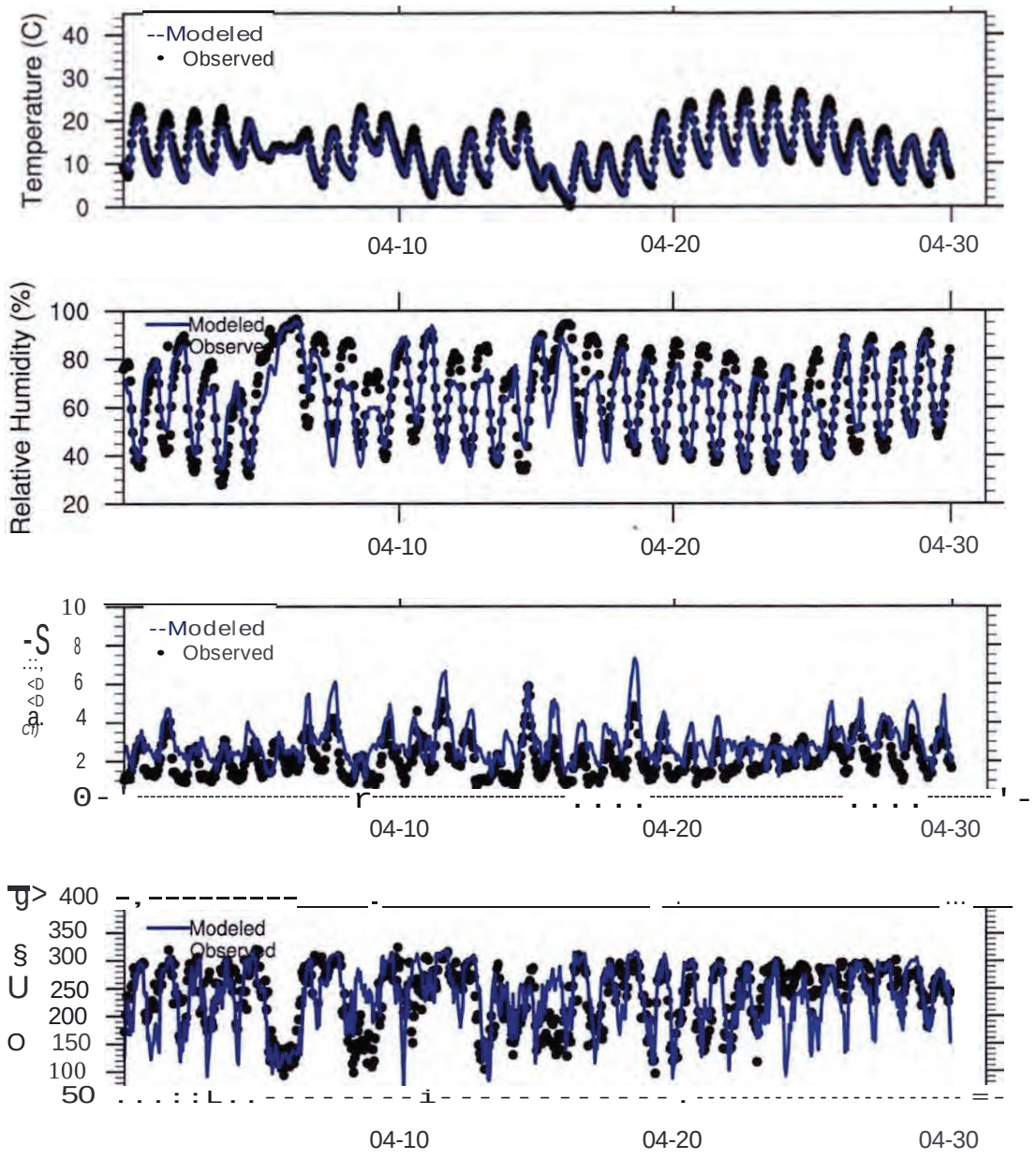

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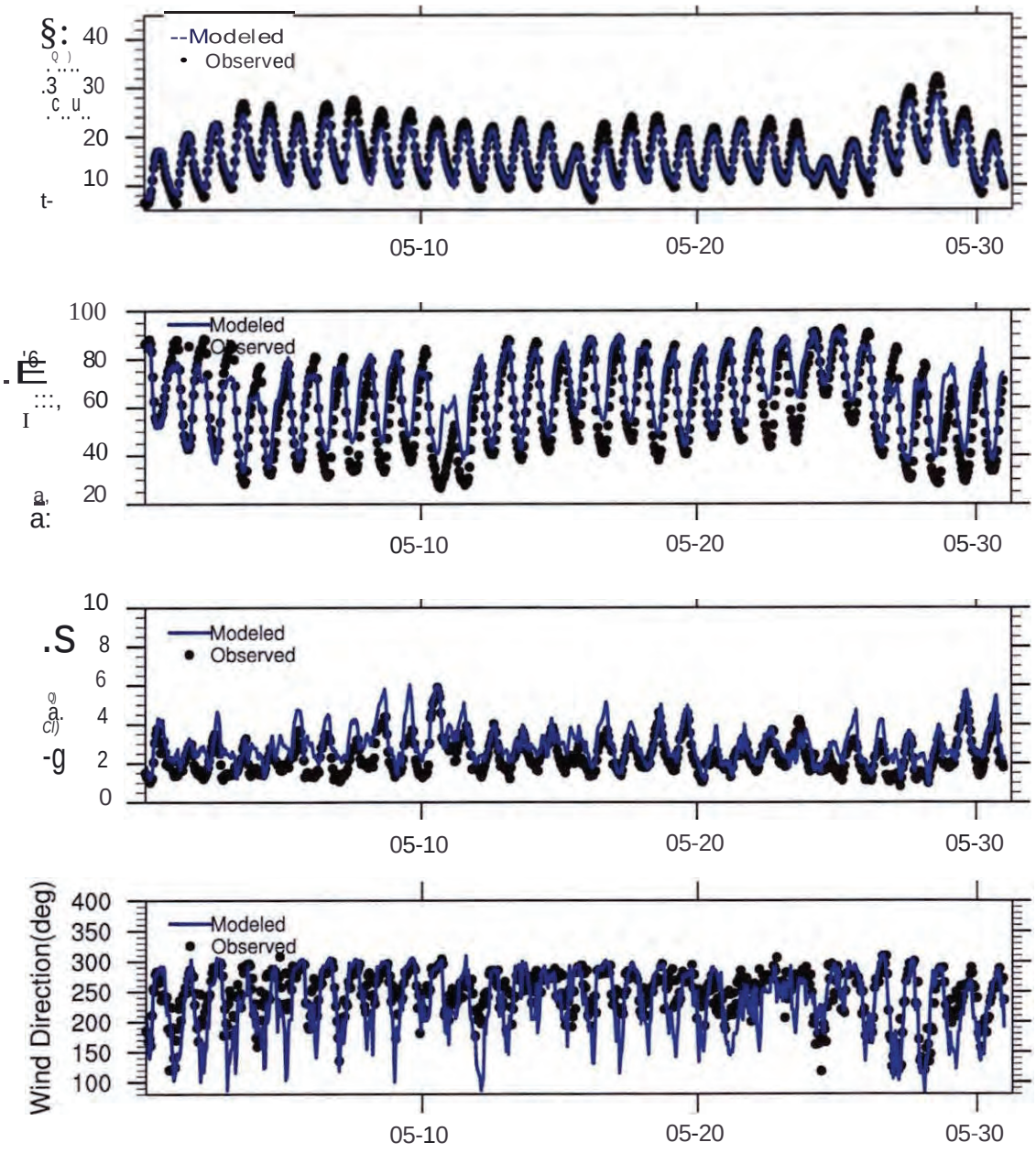

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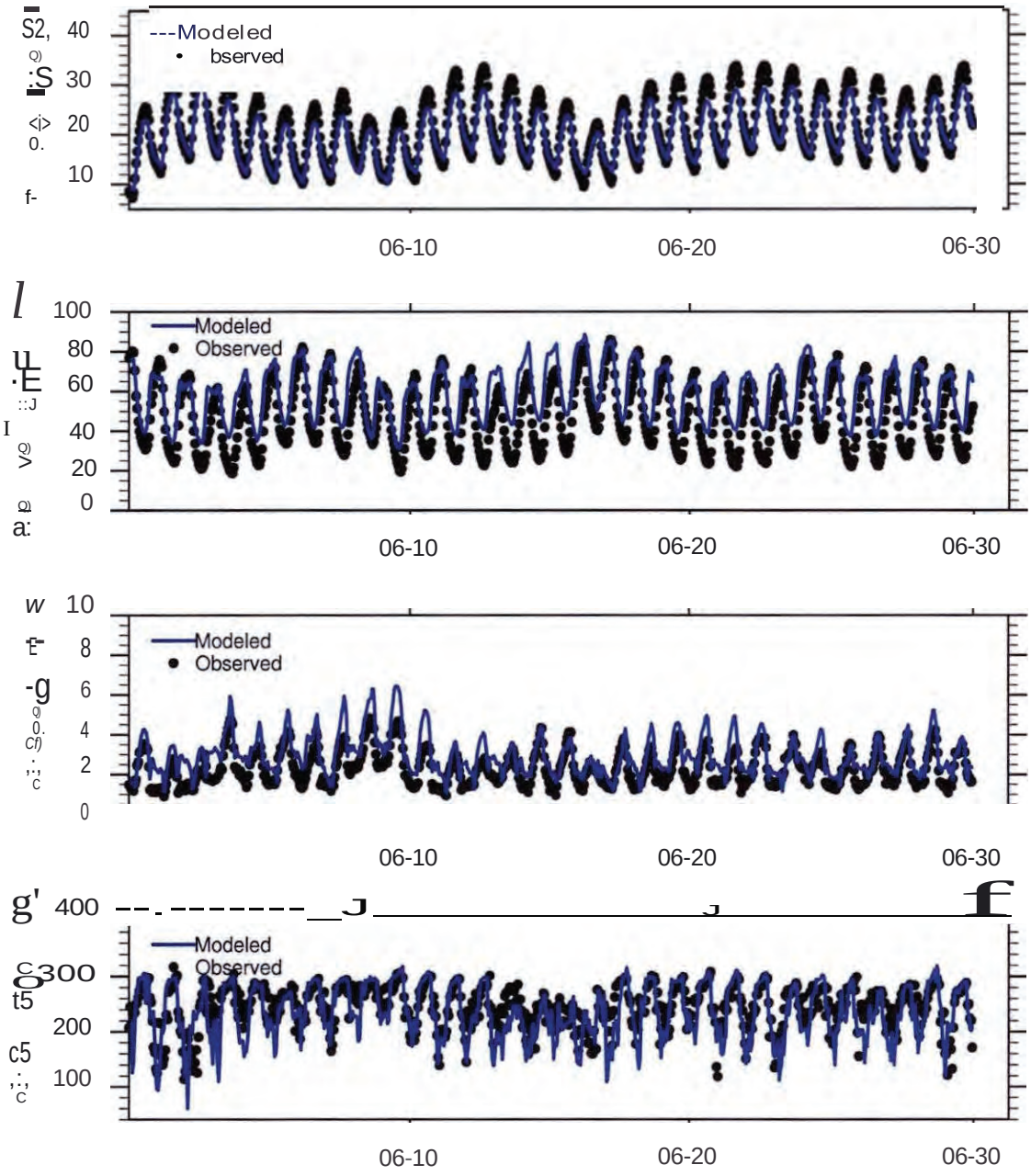

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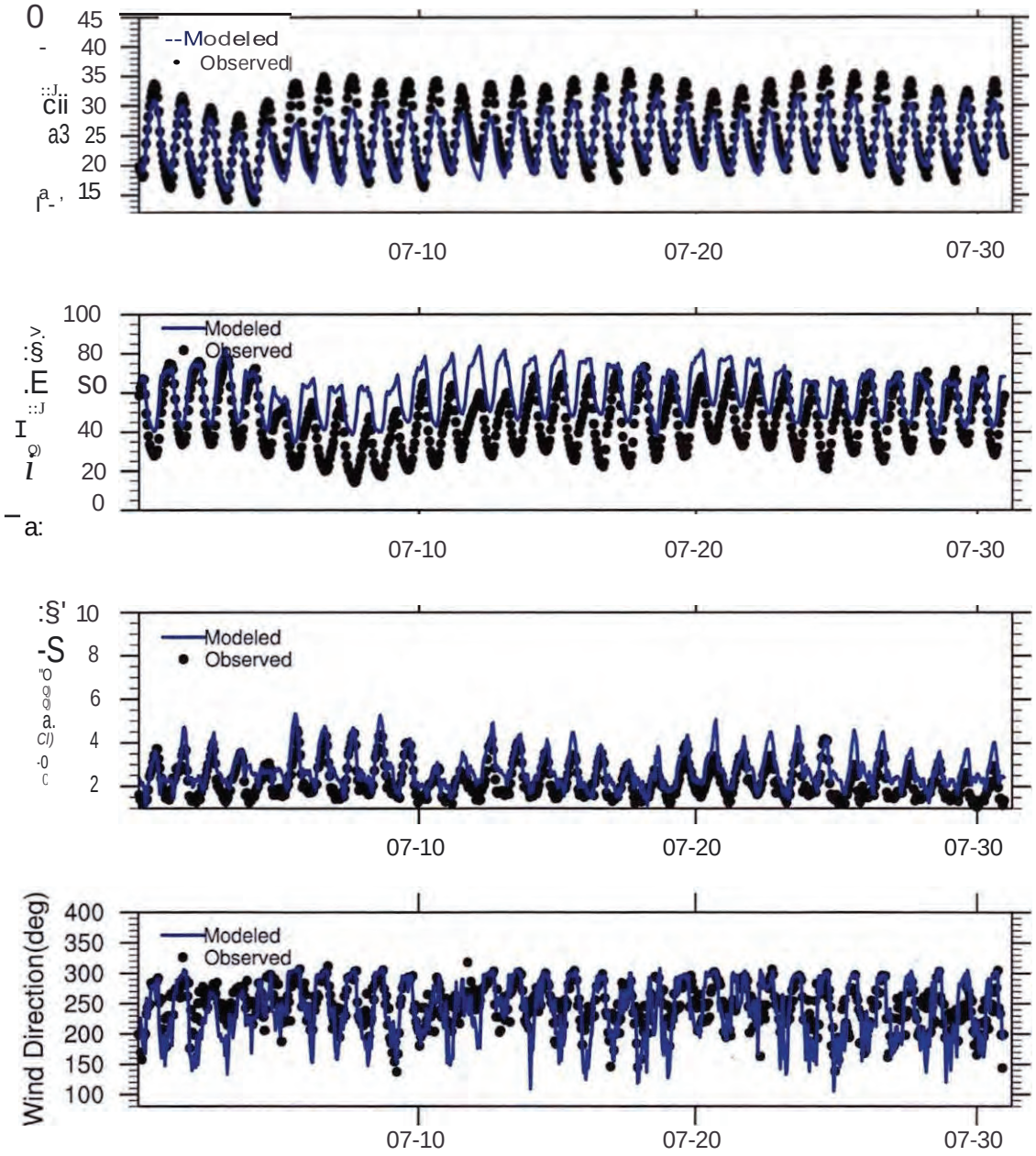

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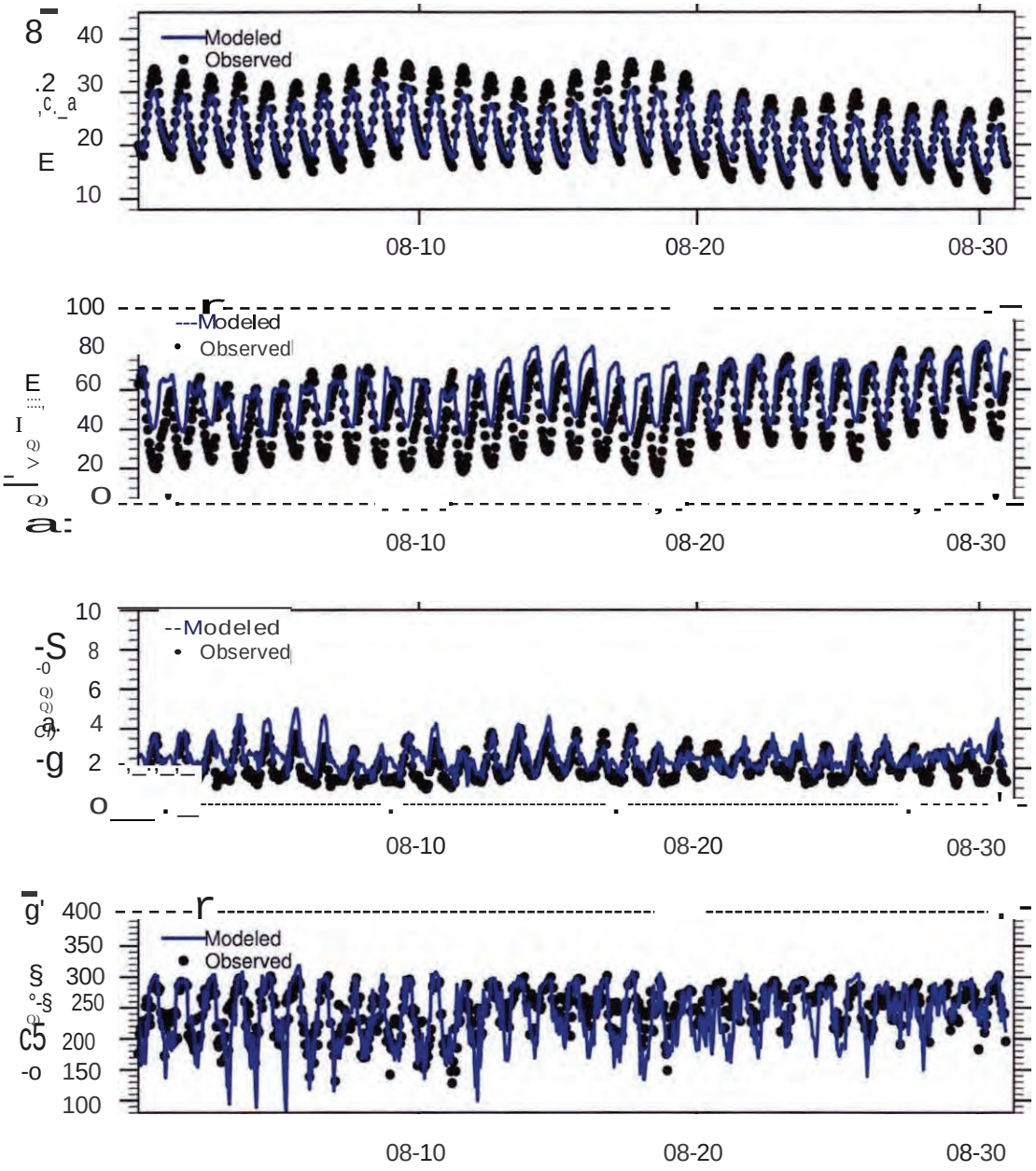

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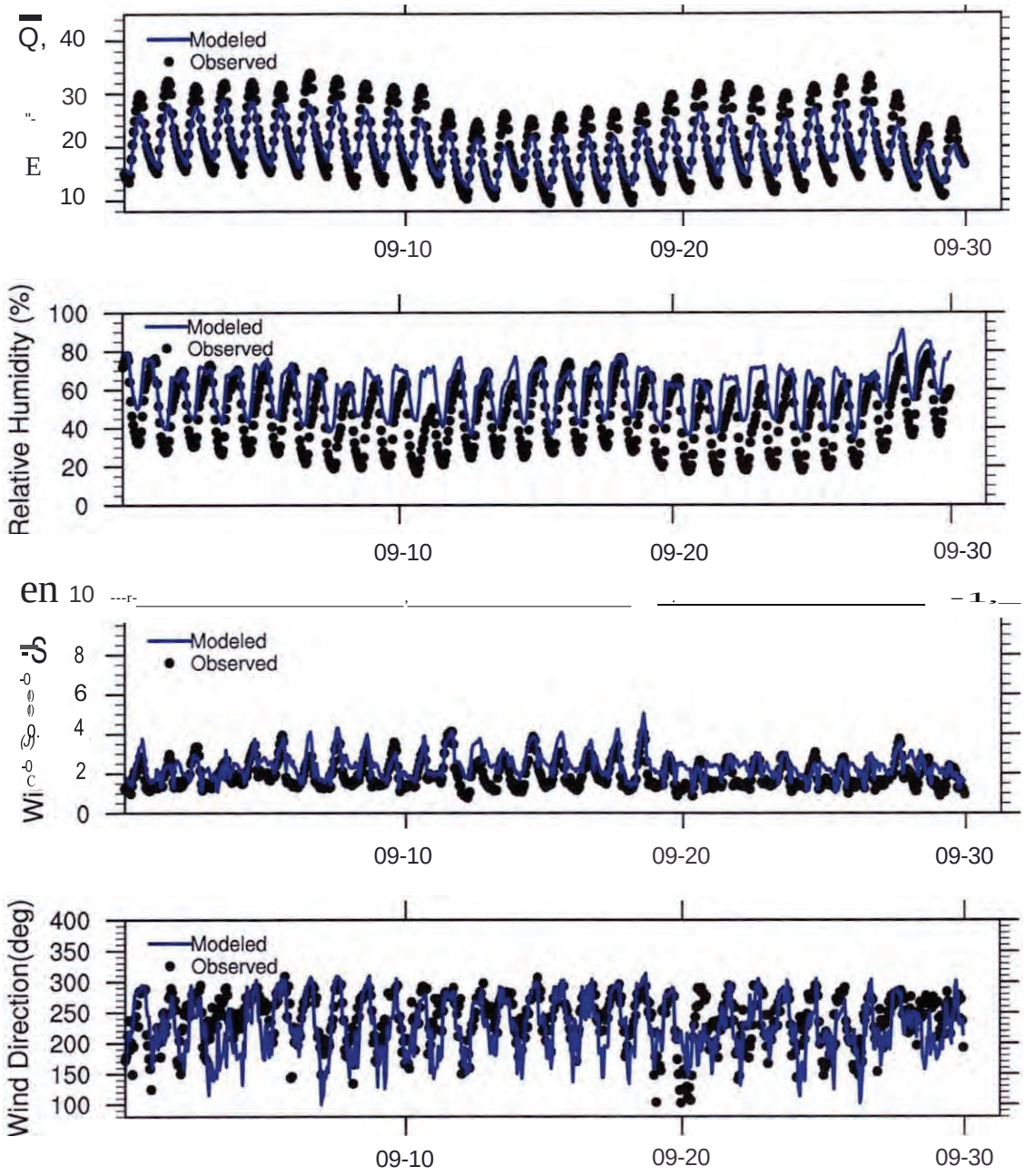

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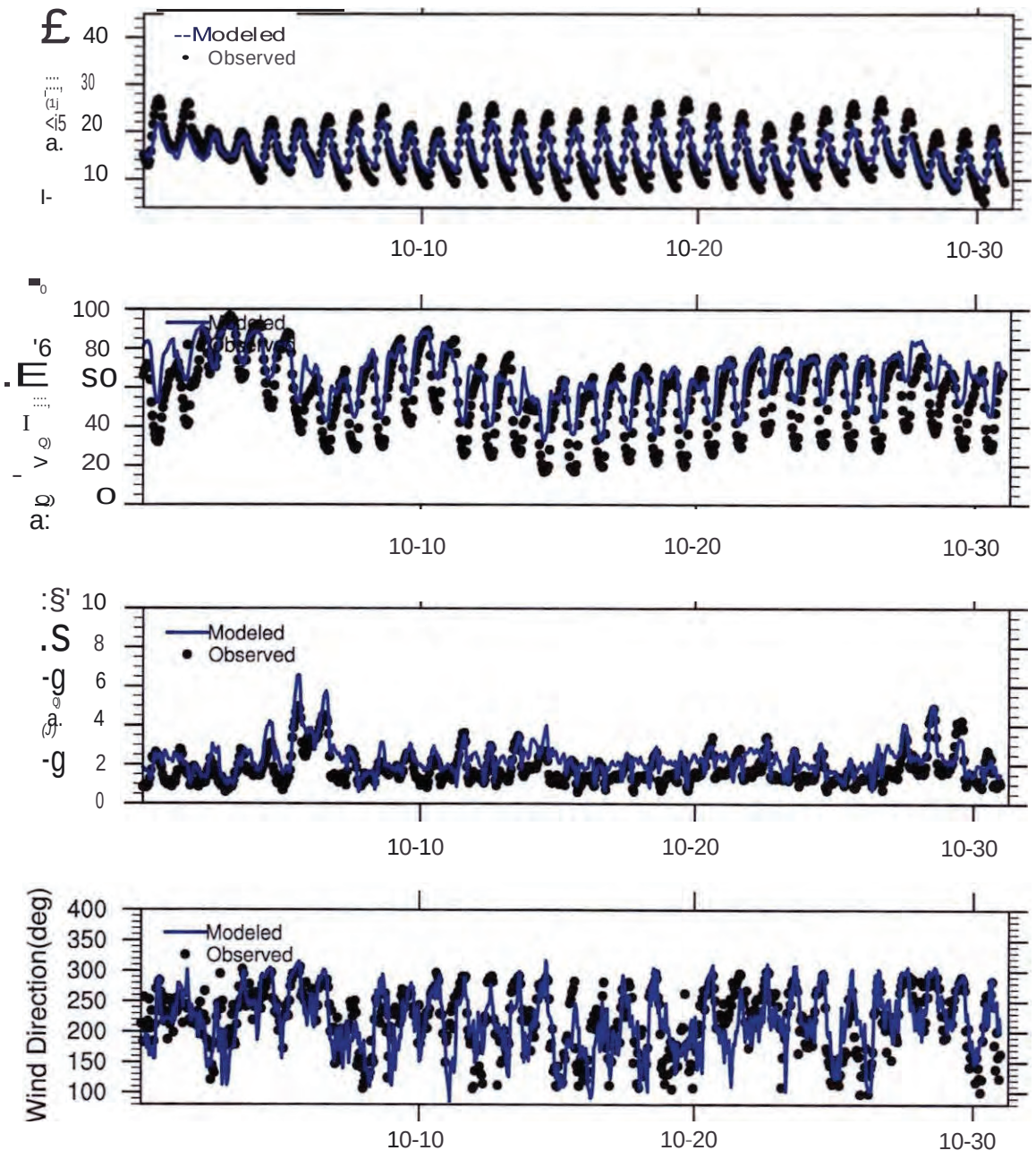

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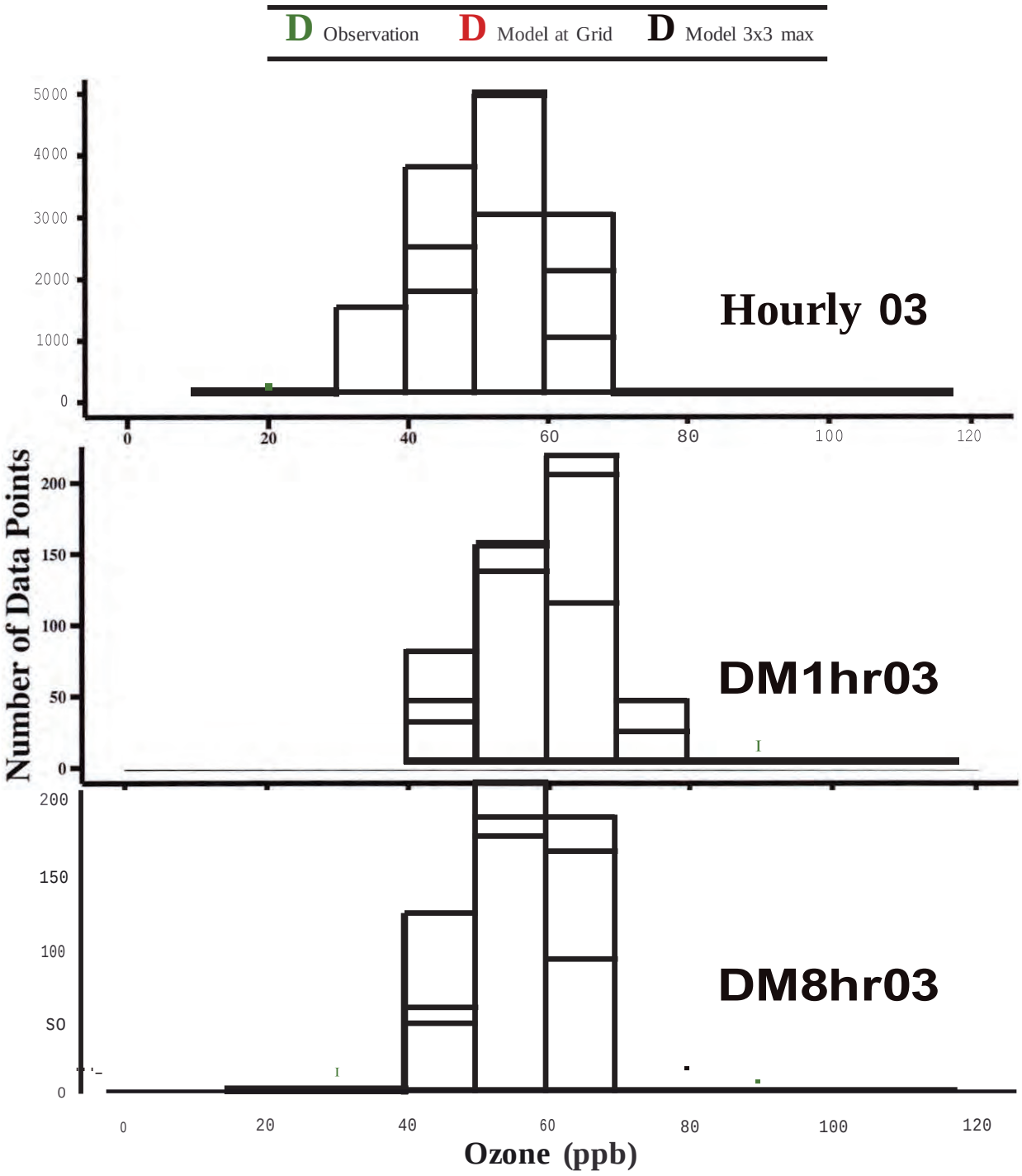

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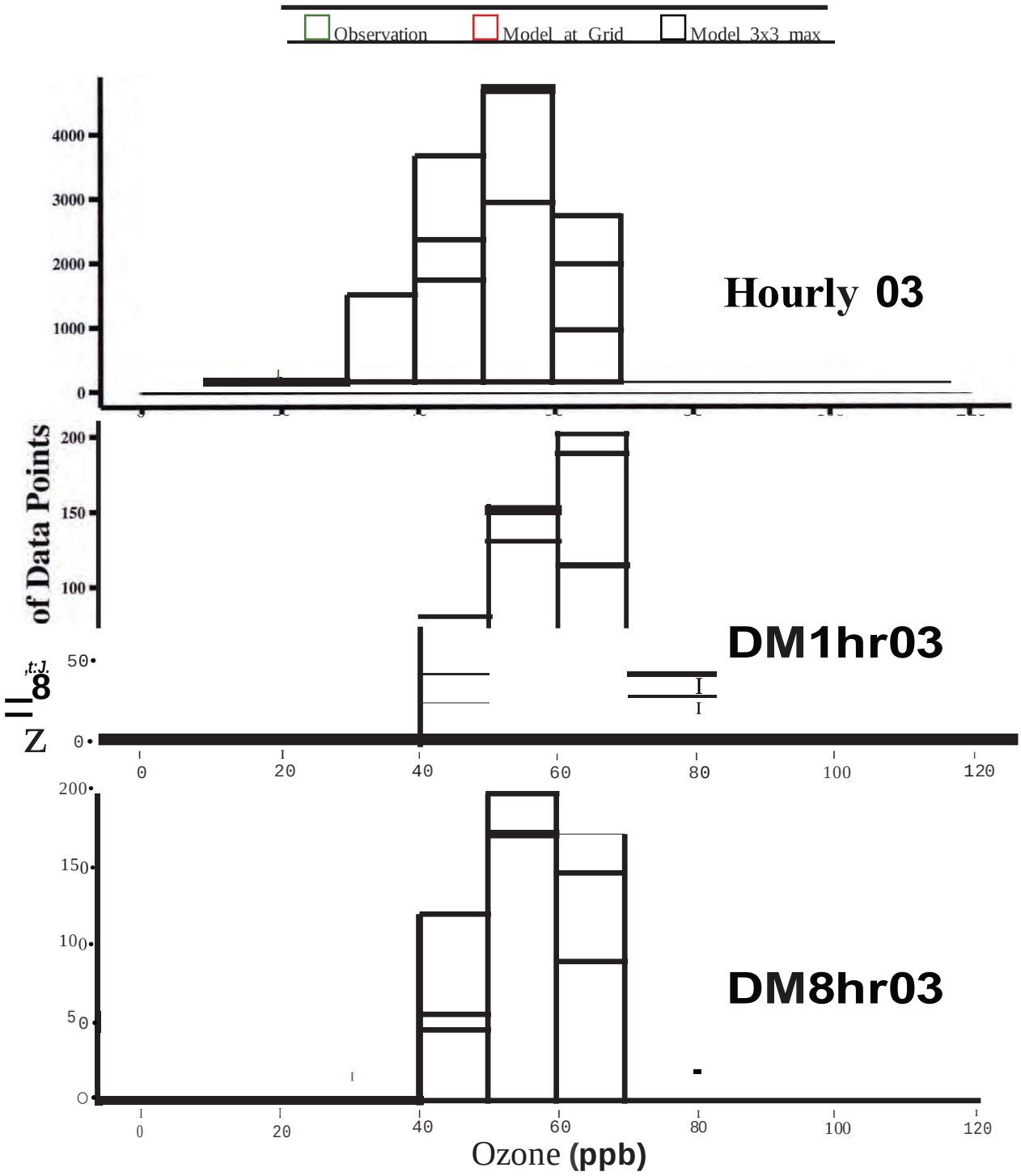

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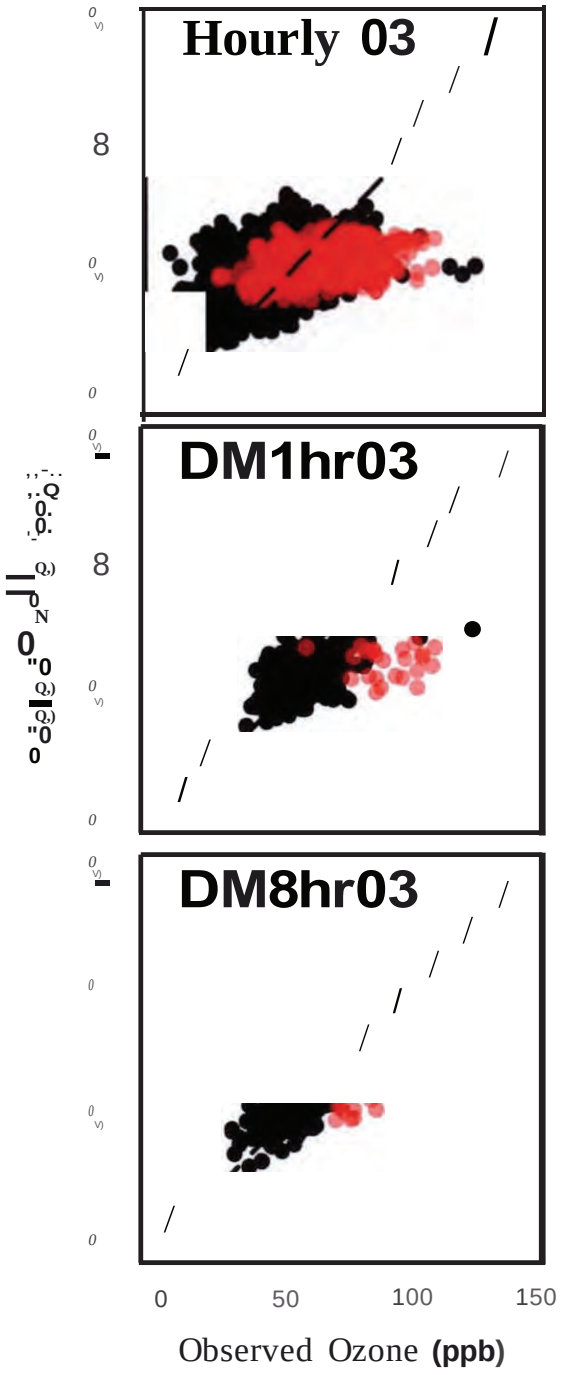

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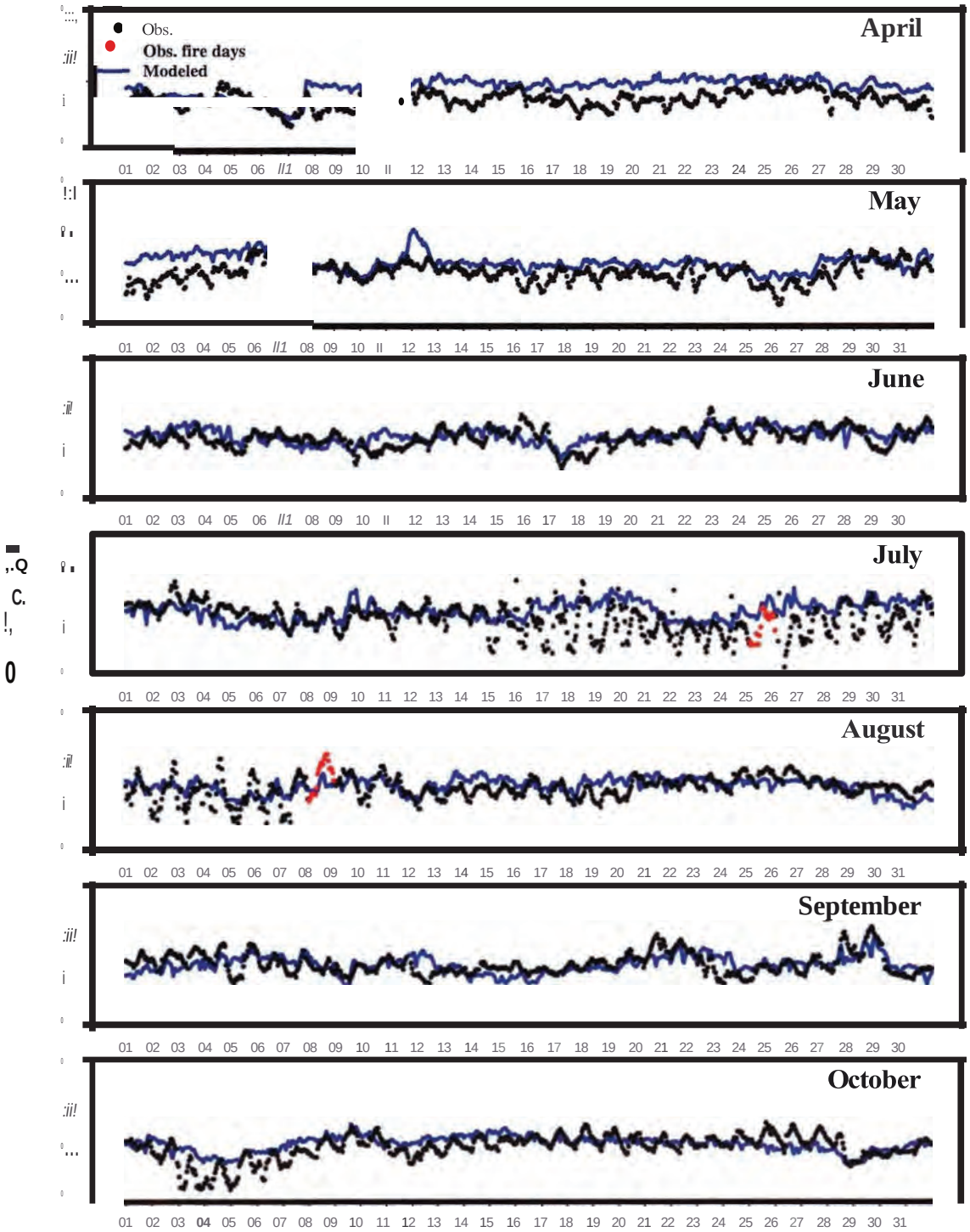

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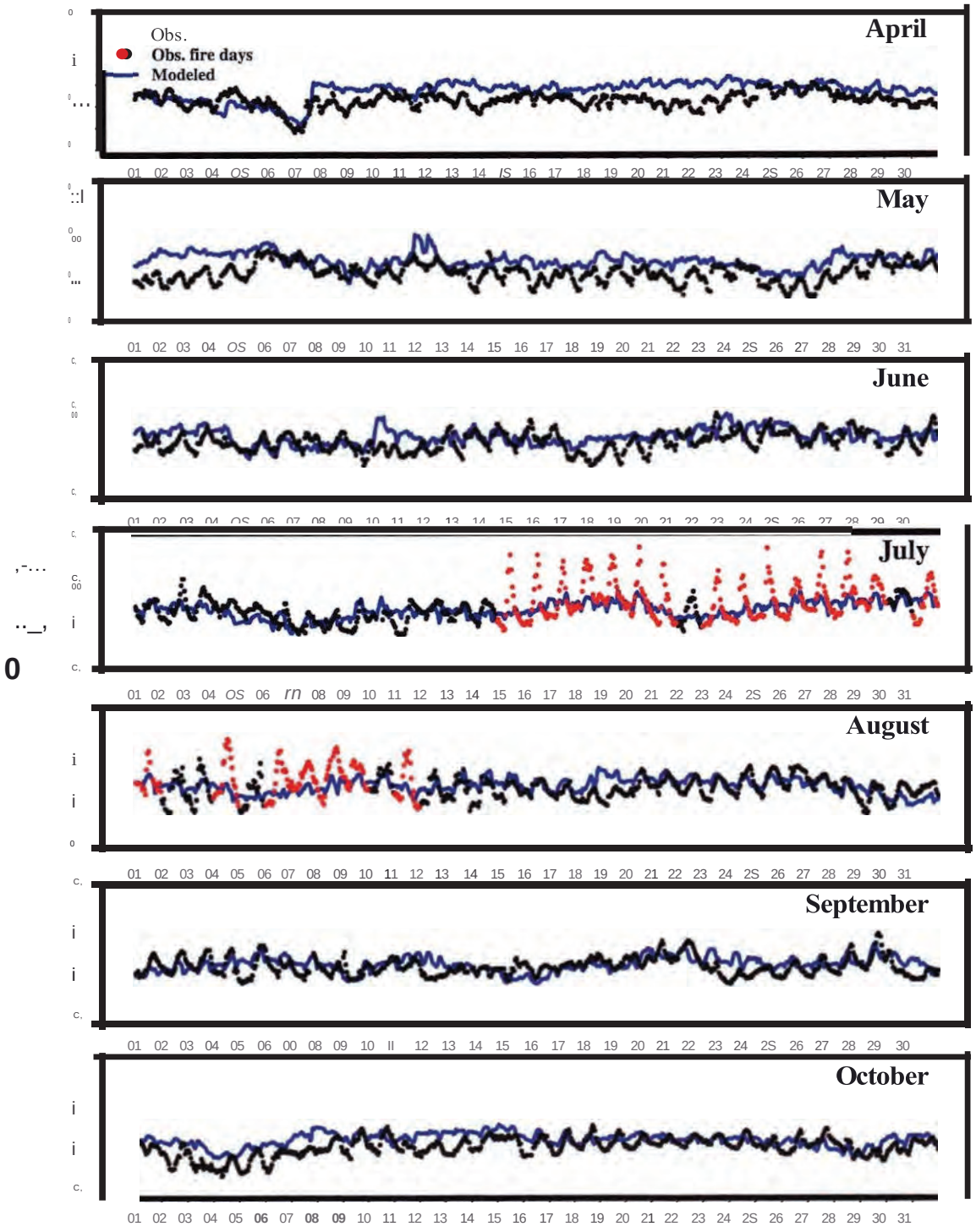

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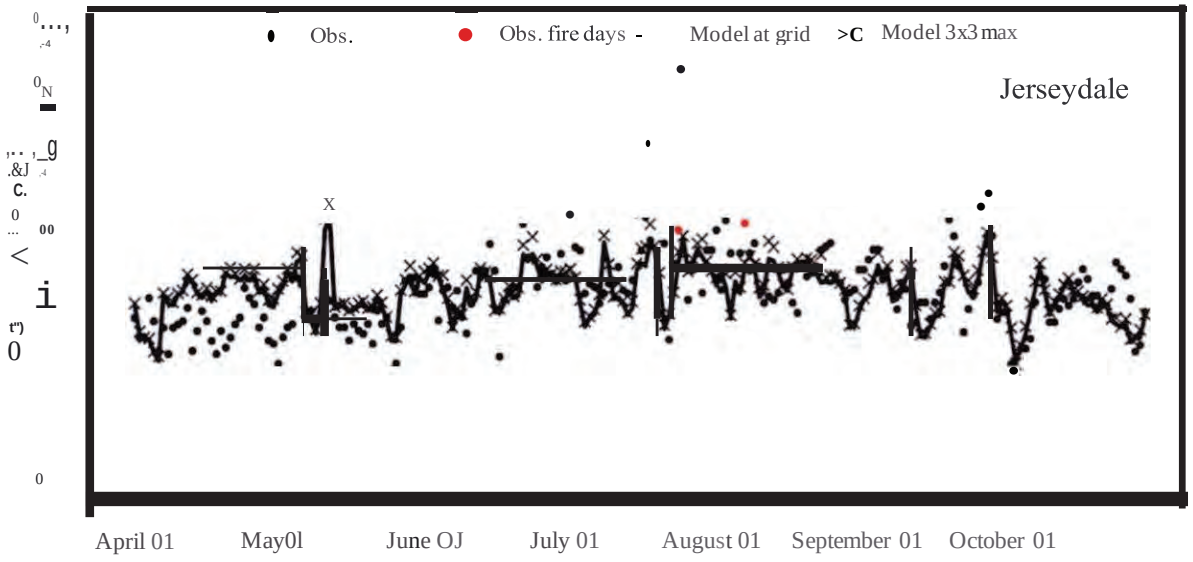

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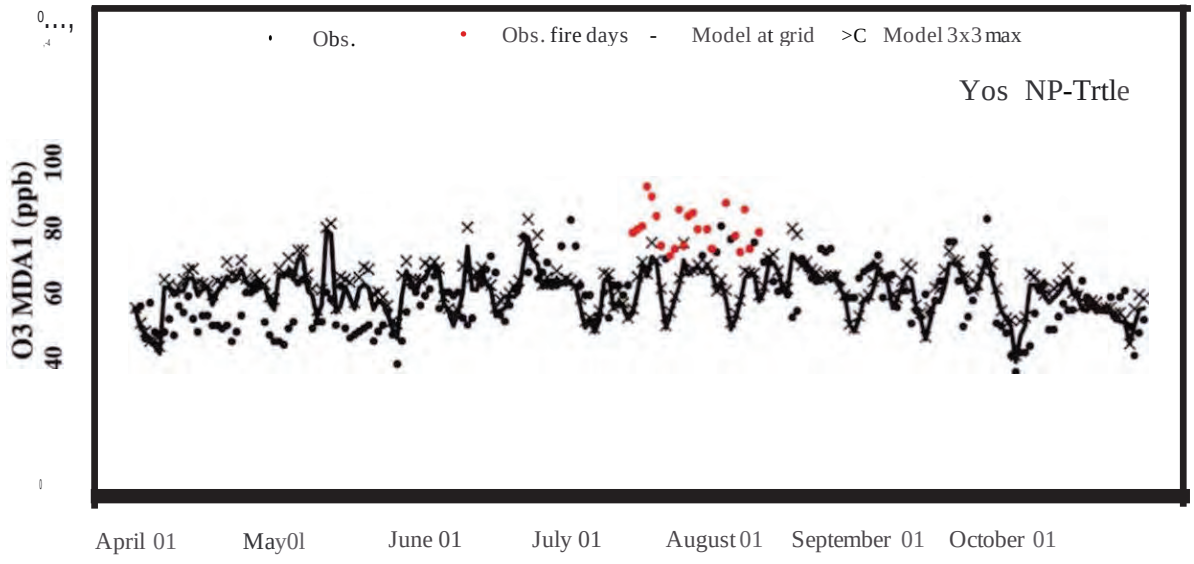

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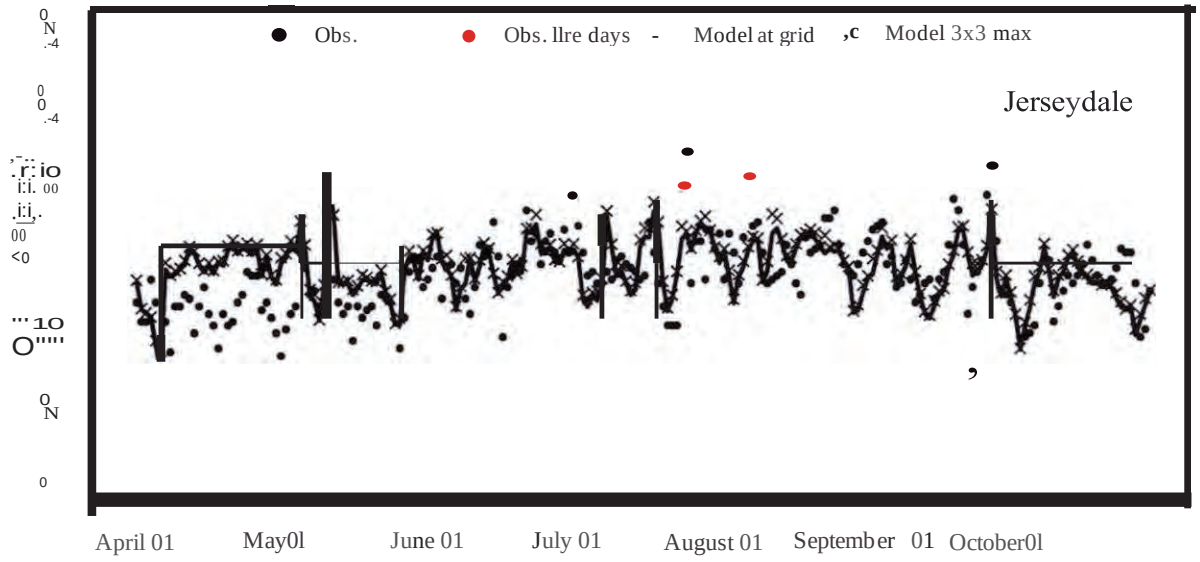

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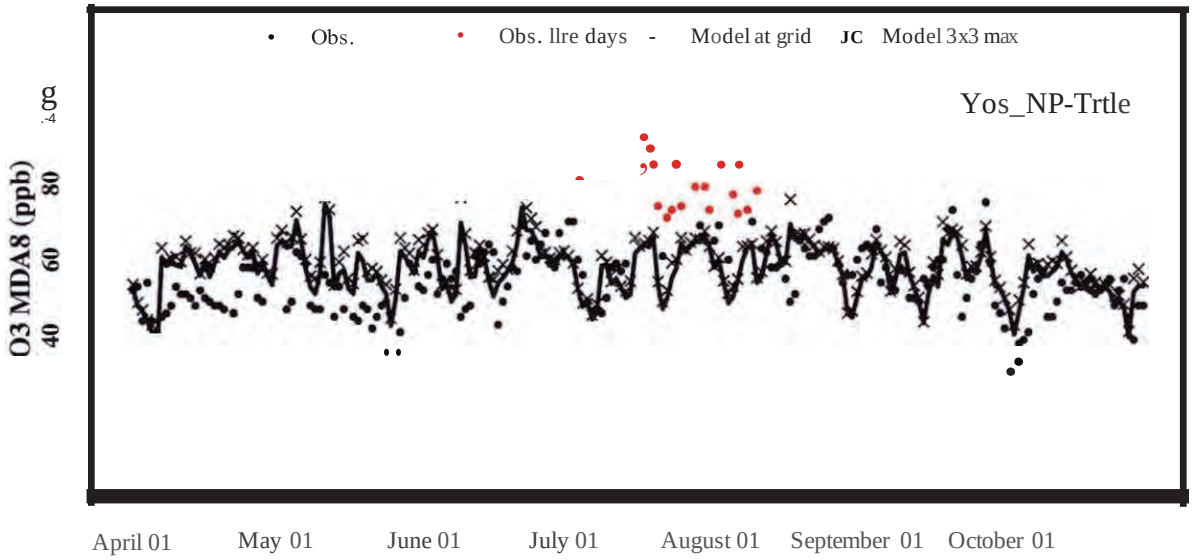

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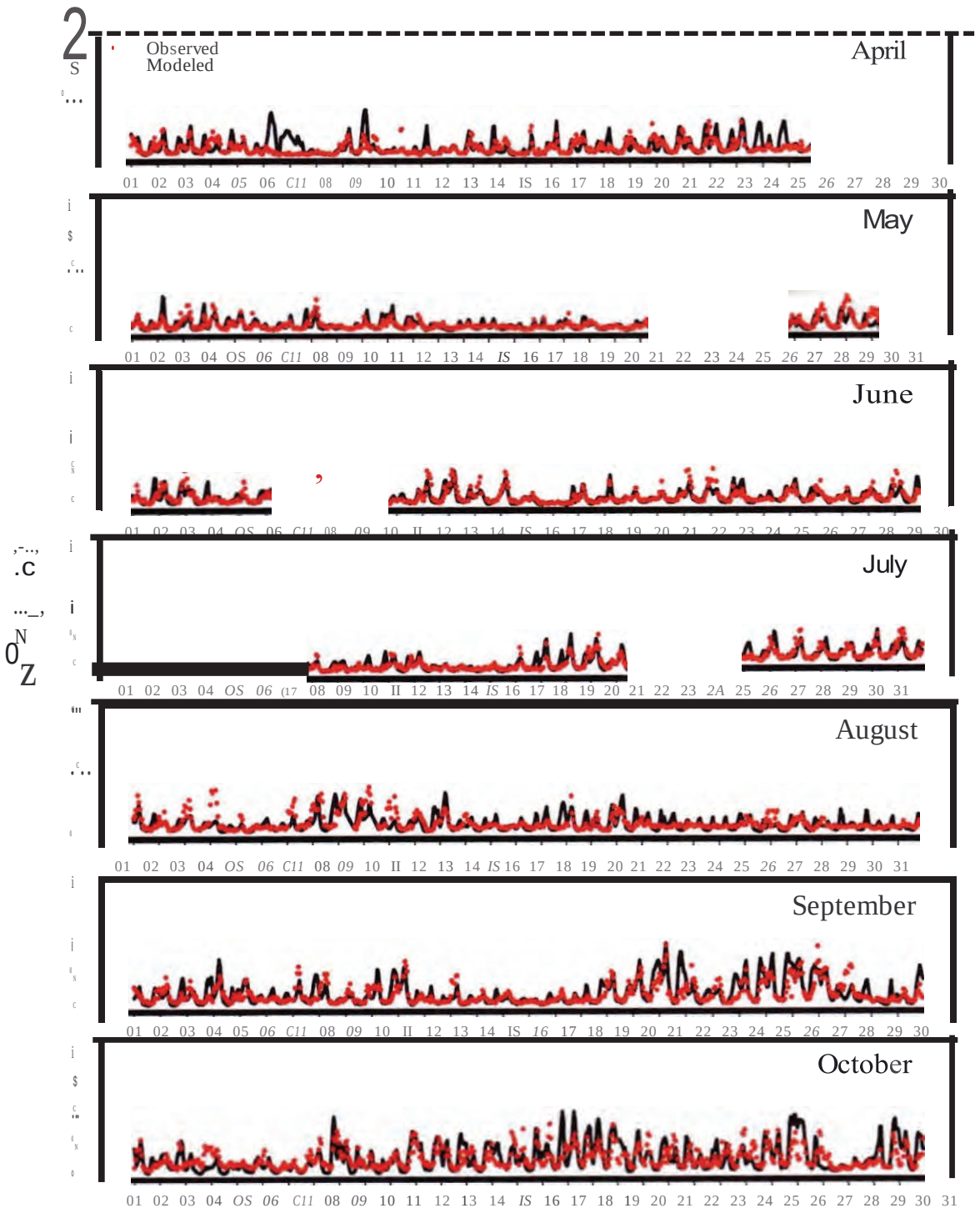

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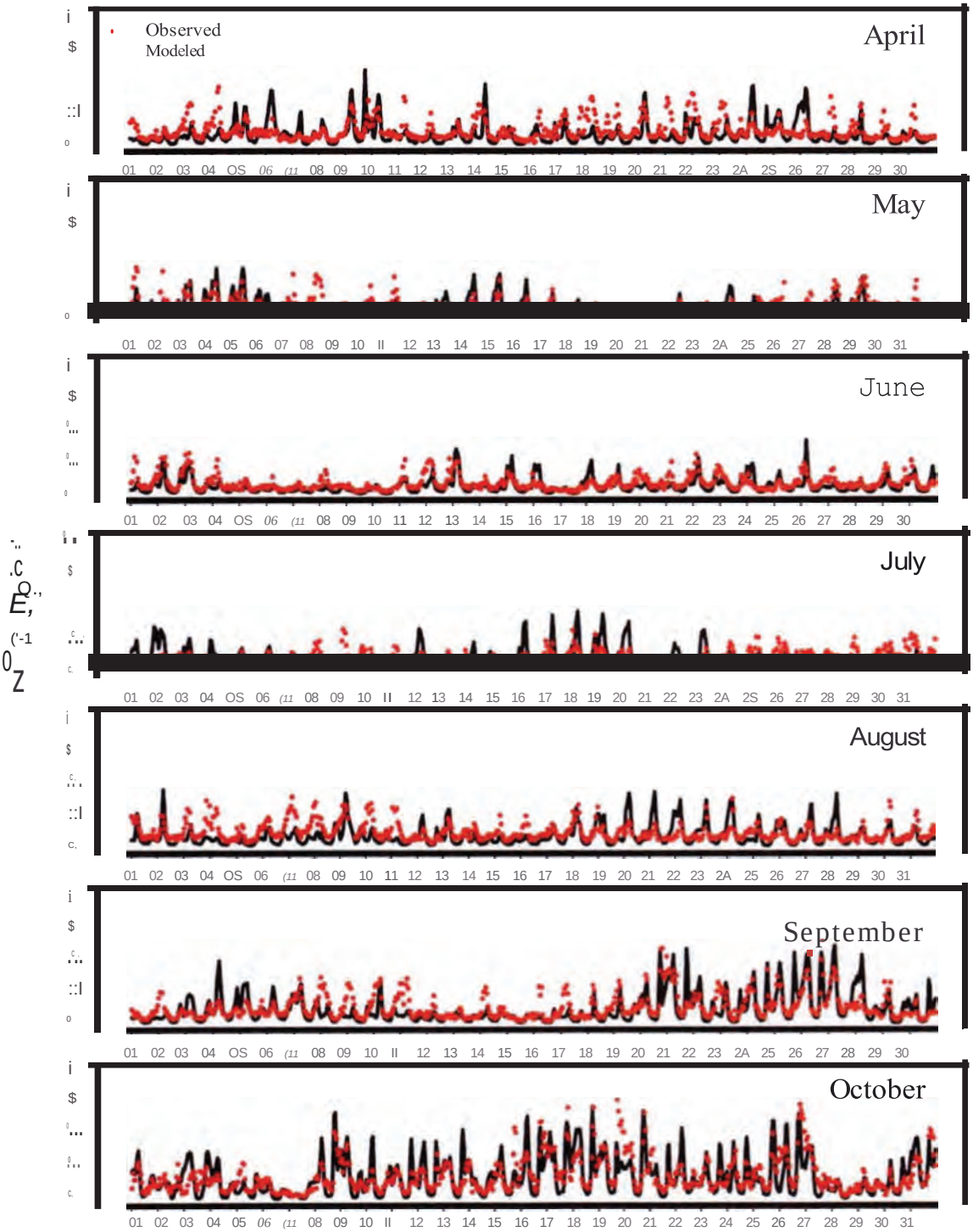

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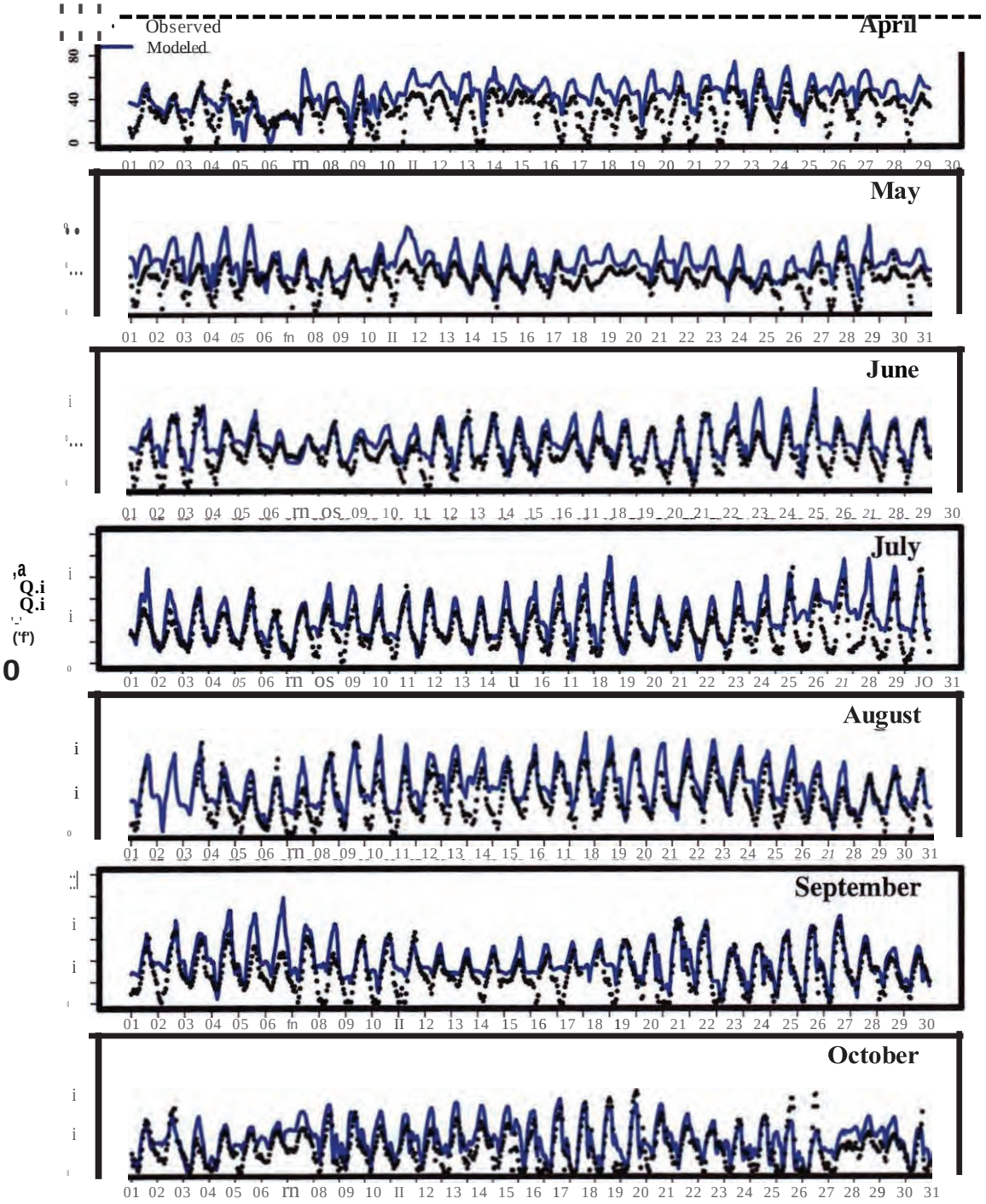

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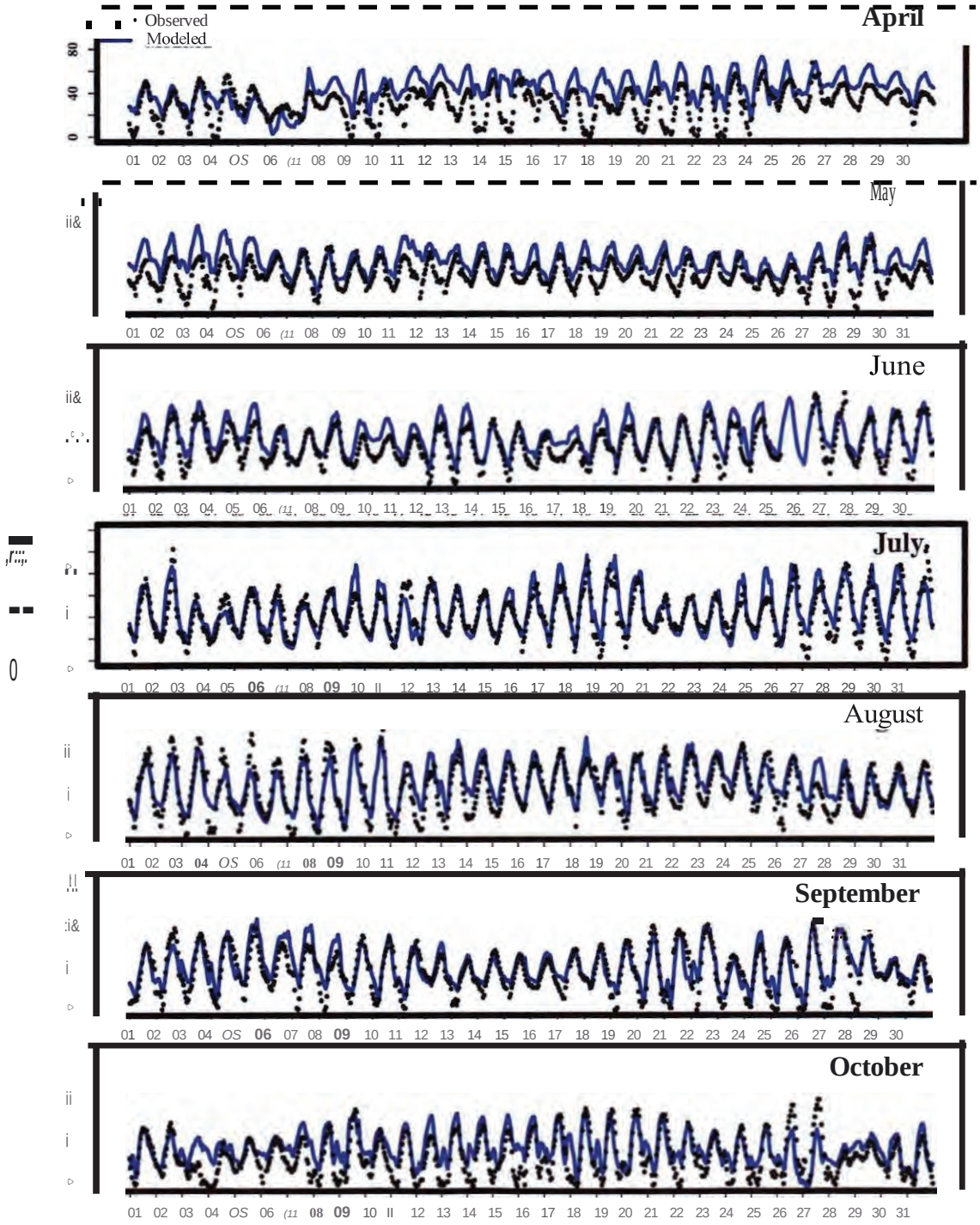


Figure S 21. Time-series of hourly ozone at the Madera-28261 Avenue 14 site for the ozone season (April-October 2018).

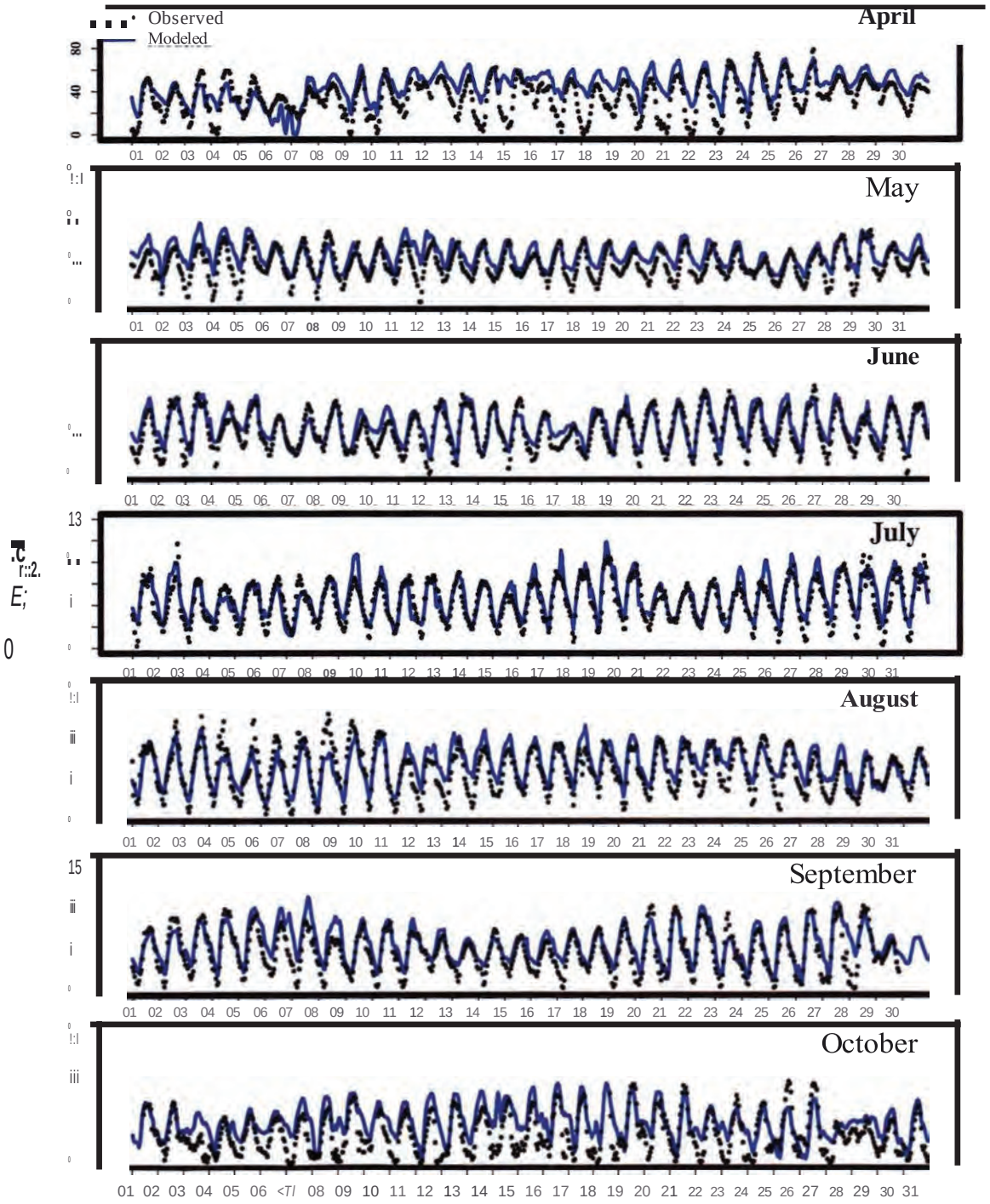
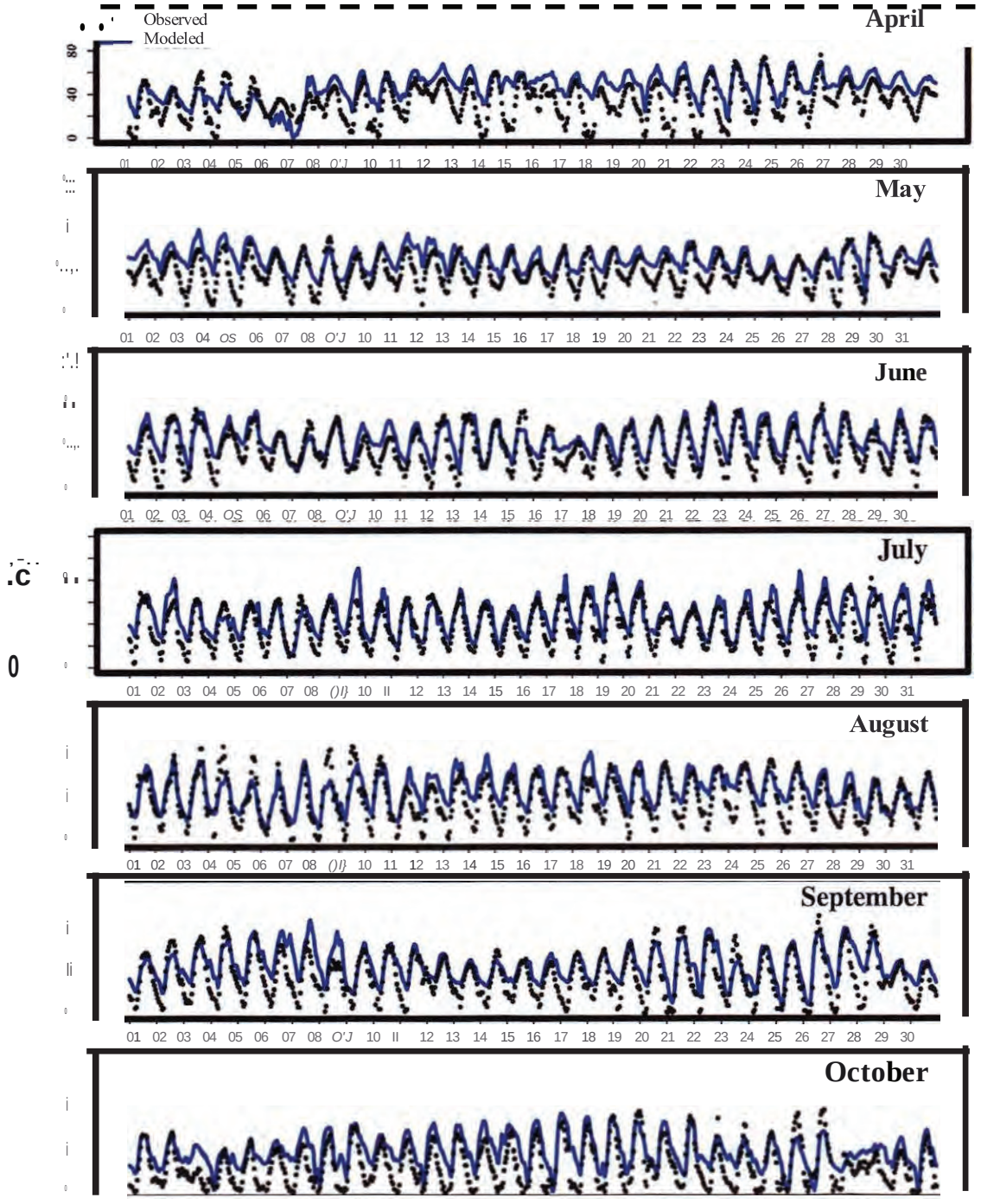


Figure S 22. Time-series of hourly ozone at the Madera-Pump Yard site for the ozone season (April-October 2018}.



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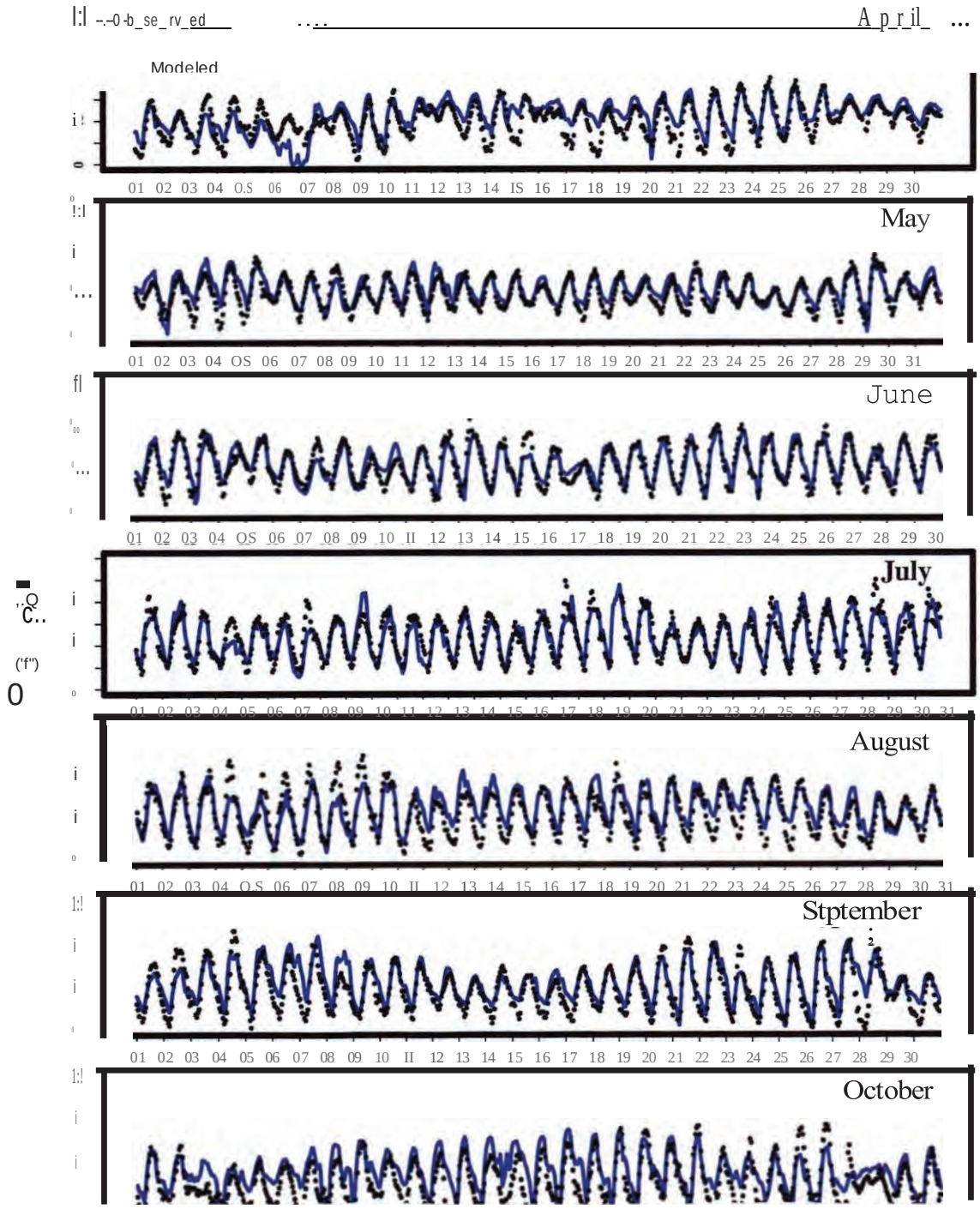


Figure S 24. Comparison of vertical ozone distributions from CAM-Chem (CC} model, CMAQ model and ozonesonde measured at Trinidad Head, CA in April 17 (left) and April 23 (right), **2018.**

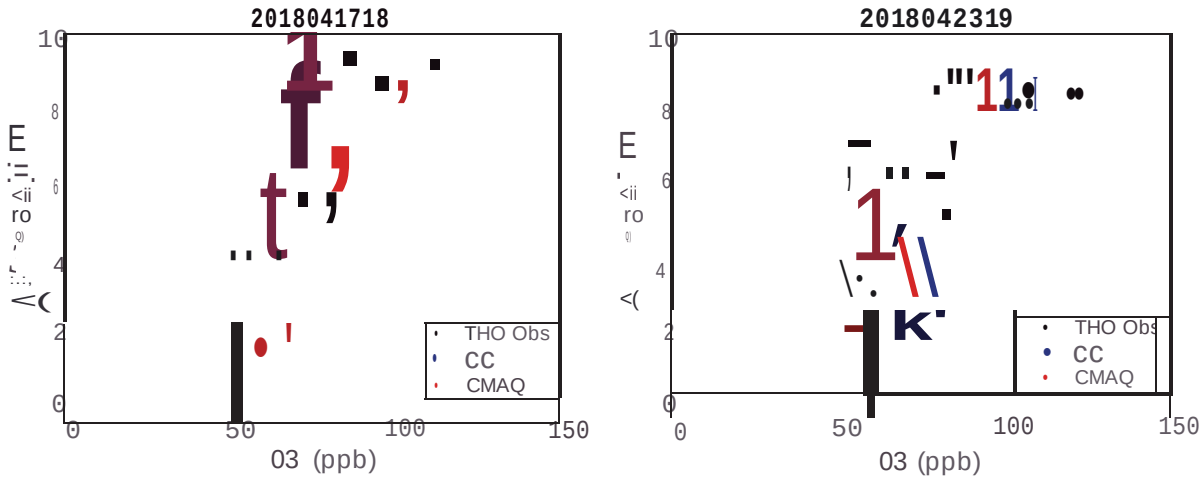


Figure S 25. Curtain plot of monthly averaged 03 concentrations in May 2018 and 2026 along row 95 of modeling domain.

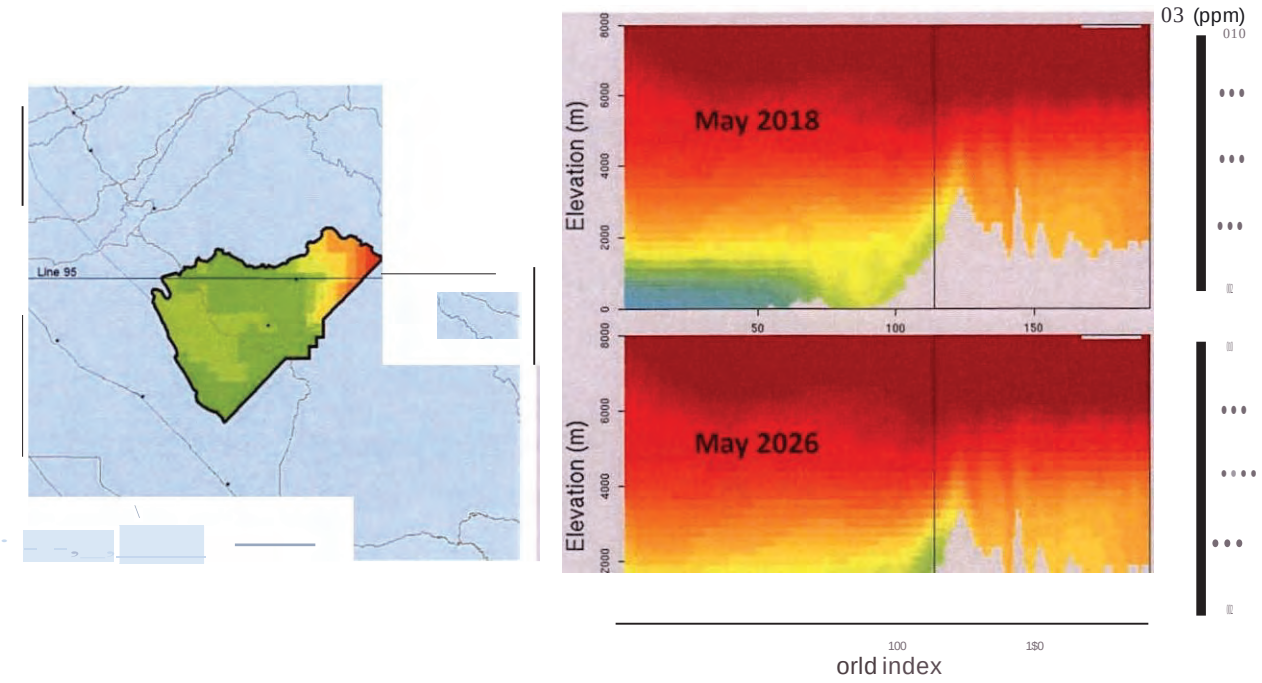
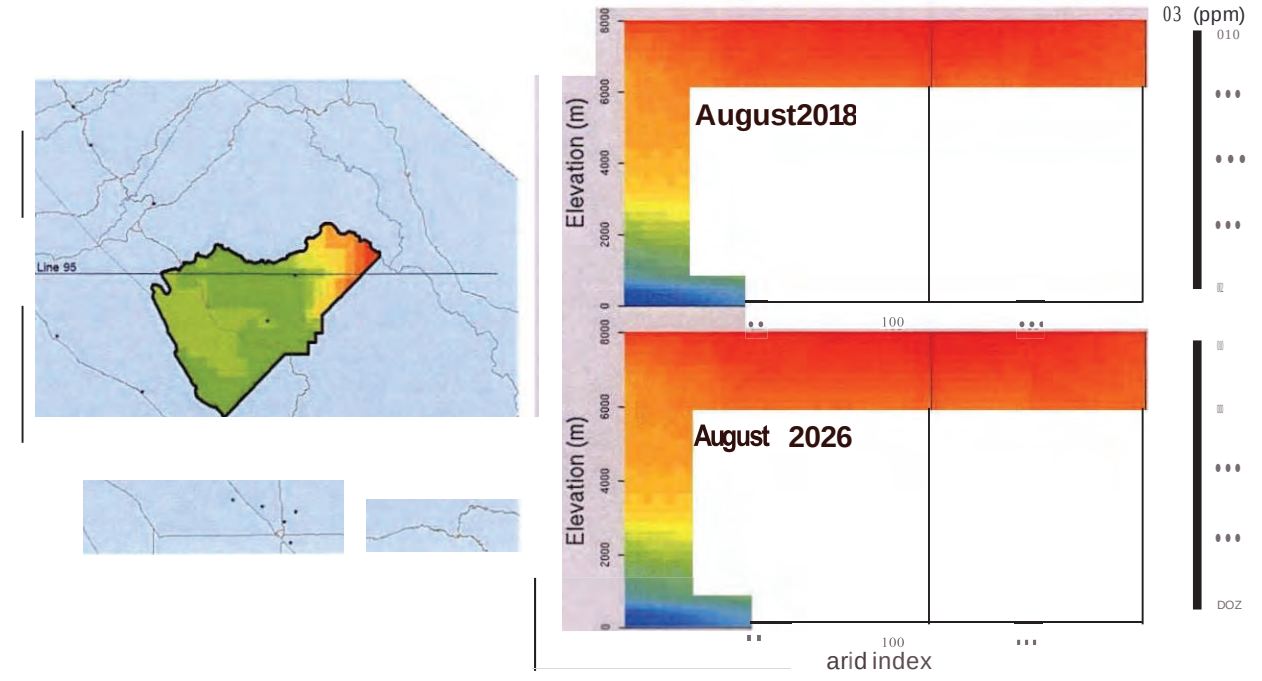


Figure S 26. Curtain plot of monthly averaged 03 concentrations in August 2018 and 2026 along row 95 of modeling domain.



Appendix E

Modeling Emission Inventory for the Ozone State Implementation Plan

December 2022

CALIFORNIA

AIR RESOURCES BOARD

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I. Acronyms

APCD -Air Pollution Control District

AQMD -Air Quality Management District

Caltrans-California Department of Transportation

CalVAD - California Vehicle Activity Database

CARB - California Air Resources Board

CCAQS- Central California Air Quality Studies

CCOS- Central California Ozone Study

CEIDARS - California Emission Inventory Development and Reporting System

CEMS- Continuous emissions monitoring system

CEPAM - California Emission Projection Analysis Model

CMAQ- Community Multi-Scale Air Quality

CRPAQS- California Regional PM10/PM25 Air Quality Study

EiC- Emission Inventory Code

EICSUM - EiC Summary category, the first three digits of EiC

ERG - Eastern Research Group

HD- Heavy Duty

I&M - Inspection and Maintenance

MPO - Metropolitan Planning Organization

NLCD - National Land Cover Database

NOx - Oxides of Nitrogen

OGV - Ocean Going Vessel

PM - Particulate Matter

PM10-Particulate Matter 10 micrometers in diameter and smaller

PM2.5 - Particulate Matter 2.5 micrometers in diameter and smaller

ROG - Reactive Organic Gases

RRF - Relative Response Factor

RTPA- Regional Transportation Planning Agencies

RWC - Residential Wood Combustion

SAPRC - Statewide Air Pollution Research Center

SCC - Source Classification Code

SIP - State Implementation Plan

SIPIWG - State Implementation Plan Inventory Working Group

SJV - San Joaquin Valley

SMOKE-Sparse Matrix Operator Kernel Emissions

SSS - State SIPStrategy

TOG - Total Organic Gases

II. Development of Ozone Emissions Inventories

Emission inputs for air quality modeling (commonly and interchangeably referred to as "modeling inventories" or "gridded inventories") have been developed by the California Air Resources Board (CARB) and staff from multiple air districts. These inventories support multiple State Implementation Plans (SIPs) across California to address nonattainment of the federal ozone (03) standards. CARB maintains an electronic database of emissions and other useful information to generate aggregate emission estimates at the county, air basin, and district level, *Criteria Pollutant Emission Inventory Data.* This database is called the California Emission Inventory Development and Reporting System (CEIDARS). CEIDARSprovides a foundation for the development of a more refined (hourly, grid cell-specific) set of emission inputs that are required by air quality models. The CEIDARS base year inventory is a primary input to the state's emission forecasting system, known as the California Emission Projection Analysis Model (CEPAM). CEPAM produces the projected emissions that are then processed to serve as the emission input for air quality models. The following sections of this document describe the methods used to prepare the base and future year emissions inventory estimates.

A. Inventory Coordination

Most of this inventory was developed in direct coordination with staff at the regional Air Pollution Control Districts across the state. In July of 2019 CARB convened the SIP Inventory Working Group (SIPIWG) to provide an opportunity and means for interested parties (CARB, districts, etc.) to discuss issues pertaining to the development and review of base year, future year, planning and gridded inventories to be used in SIP modeling. The group met every four to six weeks since convening into early 2020. Group participants included staff from Bay Area, Butte, Eastern Kern, El Dorado, Feather River, Imperial, Northern Sierra, Placer, Sacramento, San Diego, San Joaquin Valley, San Luis Obispo, South Coast, Ventura, and Yolo-Solano air districts.

Additionally, CARB established the SIPIWG Spatial Surrogate Sub-committee, which focuses on improving input data to spatially disaggregate emissions at a more refined level needed for air quality

modeling. Local air districts that participate include San Joaquin Valley, San Diego, Bay Area, Imperial, South Coast, Ventura, and Sacramento.

A great deal of work preceded this modeling effort through the Central California Air Quality Studies (CCAQS). CCAQS consisted of two studies: 1) the Central California Ozone Study (CCOS); and 2) the California Regional PM10 (particulate matter lOμm in diameter and smaller) /PM2.5 (particulate matter 2.Sμm in diameter and smaller) Air Quality Study (CRPAQS).

B. Background

California's emission inventory is an estimate ofthe amounts and types of pollutants emitted from thousands of industrial facilities, millions of motor vehicles, and myriad emission sources such as consumer products and fireplaces. The development and maintenance ofthe emission inventory involves several agencies. This multi-agency effort includes CARB, 35 local air pollution control and air quality management districts (Districts), regional transportation planning agencies (RTPAs), and the California Department of Transportation (Caltrans). CARB is responsible for the compilation of the final statewide emission inventory, and for maintaining this information in CEIDARS. In addition to the statewide emission inventory, emissions from northern Mexico and western United States (Nevada, Arizona, Oregon, Idaho, and Utah) are also incorporated in the final emission inventory used for modeling. The final emission inventory reflects the best information available at the time.

The basic principle for estimating county-wide regulatory emissions is to multiply an estimated, per-unit emission factor by an estimate oftypical usage or activity. For example, on-road motor vehicle emission factors are estimated for a specific vehicle type and applied to all applicable vehicles. The estimates are based on dynamometer tests of a small sample for a vehicle type. The activity for any given vehicle type is based on an estimate of typical driving patterns, number of vehicles that are started, and typical miles driven. Assumptions are also made regarding typical usage: it is assumed that all vehicles of a certain vehicle type are driven under similar conditions in each region of the state.

Developing emission estimates for stationary sources involves the use of per unit emission factors and activity levels. Under ideal conditions, facility-specific emission factors are determined from emission tests for a particular process at a facility. A continuous emission monitoring system (CEMS) can also be used to determine a gas or particulate matter concentration or emission rate (U.S. EPA, 2016). More commonly, a generic emission factor is developed by averaging the results of emission tests from similar processes at several different facilities. This generic factor is then used to estimate emissions from similar types of processes when a facility-specific emission factor is not available. Activity levels from stationary sources can be derived from the amount of product produced, solvent used, or fuel used.

The district-reported and CARB-estimated emissions totals are stored in the CEIDARS database for any given pollutant. Both criteria pollutants and their precursors are stored in this complex database. These are typically annual average emissions for each county, air basin, and district. Modeling inventories for reactive organic gases (ROG) are estimated from total organic gases (TOG). Similarly, the modeling inventories for PM10 and PM2.5 are estimated from total particulate matter (PM). Details about chemical and size resolved speciation of emissions for modeling can be found in Section

II1.E. Additional information on CARB emission inventories can be found at *CARB Emission Inventory Activities*.

C. Inventory Years

The emission inventory scenarios used for air quality modeling must be consistent with U.S. EPA's Modeling Guidance (U.S. EPA, 2014). Since changes in the emissions inventory can affect the calculation of the relative response factors (RRFs) used to project air quality to future years, the terms used in the preparation of the emission inventory scenarios must be clearly defined. In this document, the following inventory definitions will be used.

1. Base Case Modeling Inventory {2018)

Base case modeling is intended to evaluate model performance and demonstrate confidence in the modeling system used for the modeled attainment test. The base case modeling inventory is not used as part of the modeled attainment test itself. Model performance is assessed relative to how well model-simulated concentrations match actual measured concentrations. The modeling inputs are developed to represent (as best as possible) actual, day-specific conditions. Emissions for certain sectors are based on day-specific activities, meteorology, and emission adjustments. Actual district-reported point source emissions were gathered for the year 2017 and forecasted to 2018. The year 2018 was selected to coincide with the year selected for baseline design values (described below). The U.S. EPA modeling guidance states that once the model has been shown to perform adequately, the use of day-specific emissions is no longer needed. In preparation for SIP development, both CARB and the local air districts began a comprehensive review and update of the emission inventory resulting in a comprehensive emissions inventory for 2018.

2. Reference Year Modeling Inventory (2018)

The reference year inventory is intended to be a representation of emission patterns occurring through the baseline design value period and the emission patterns expected in the future year. U.S. EPA modeling guidance describes the reference year modeling inventory as "a common starting point" that represents average or "typical" conditions that are consistent with the baseline design value period. U.S. EPA guidance also states, "using a 'typical' or average reference year inventory provides an appropriate platform for comparisons between baseline and future years." The 2018 reference year inventory represents typical average conditions and emission patterns through the 2018 design value period. This reference emissions inventory is not developed to capture all day-specific emission characteristics; however, this reference inventory does include meteorological effects for 2018 (e.g., temperature, relative humidity, and solar insolation), as well as certain day-specific emission activities, such as agricultural and prescribed burning.

3. Future Year Modeling Inventory (2026)

Future year modeling inventories, along with the reference year modeling inventory, are used in the model derived RRF calculation. Projected inventory year 2026 was chosen to address the modeled attainment year for the 8-hour 2015 ozone standard of 70 ppb.

These inventories maintain the "typical," average patterns of the 2018 reference year modeling inventory. Some sectors of the f2026 inventories include temporal variations that were driven by temperature, relative humidity, and solar insolation effects from reference year (2018) meteorology. Future year point and area source emissions are projected from the 2017 baseline emissions. Future year on-road emission inventories are used as projected by EMFAC.

D. Spatial Extent of Emission Inventories

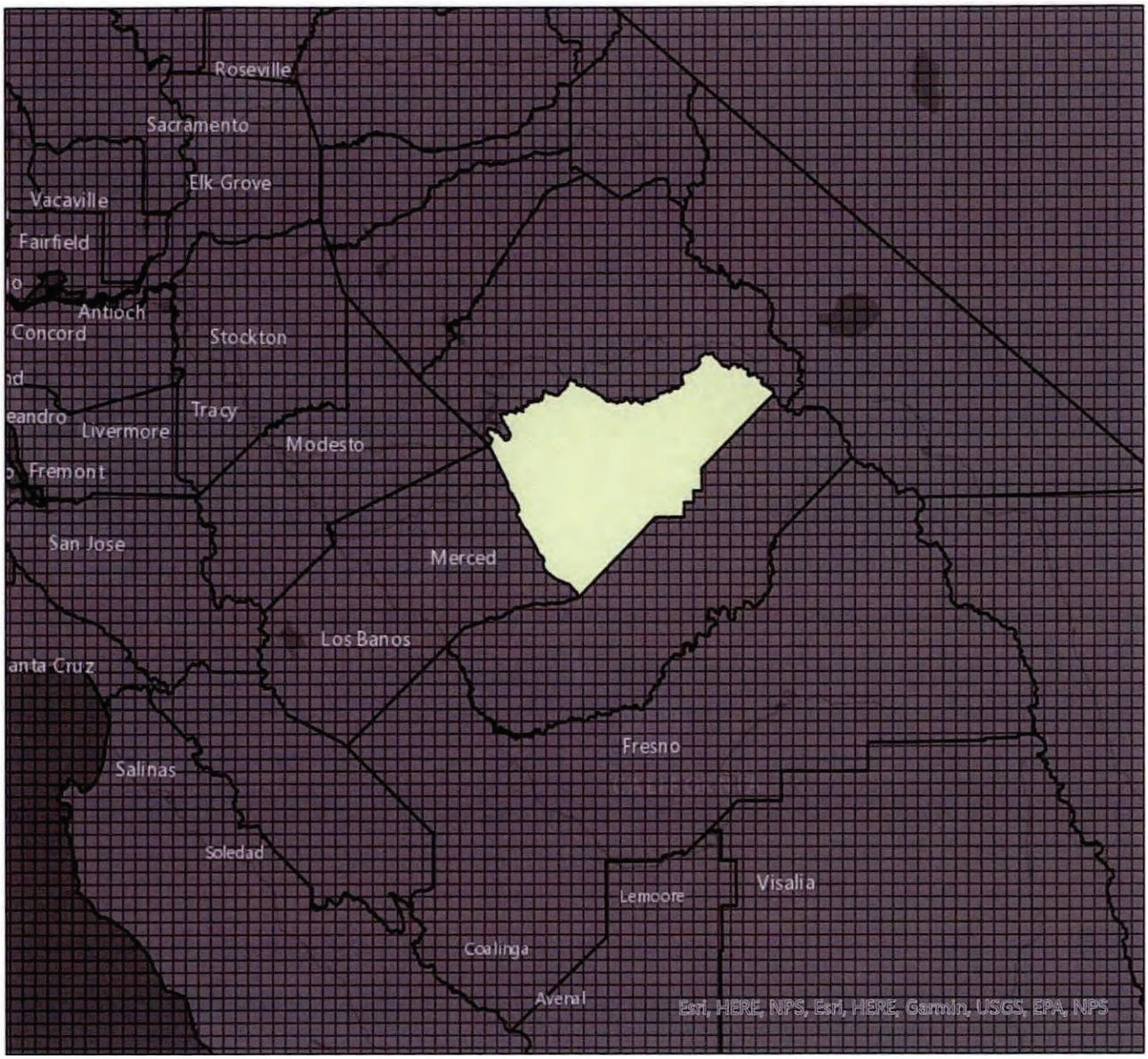
The emissions model-ready files that are prepared for use as an input for the air quality model conform to the definition and extent of the grids shown in

Figure 1.

Figure 2 illustrates an enlarged image of the Mariposa Nonattainment area in Central California (highlighted in yellow) in the statewide 4 km modeling grid.

Figure 1. Spatial coverage of emissions grid with nonattainment area highlighted in yellow

Figure 2: Mariposa County Nonattainment area highlighted in Central California with statewide 4 km grid overlayed.



The domain uses a Lambert projection and assumes a spherical Earth. The emissions inventory grid uses a Lambert Conical Projection with two parallels. The parallels are at 30° and 60° N latitude, with a central meridian at 120.5° W longitude. The coordinate system origin is offset to 37° N latitude. The emissions inventory is developed for the gridded statewide domain on a spatial resolution of 4 km x 4 km. The state modeling domain extends entirely over California and 100 nautical miles west over the Pacific Ocean. The specifications for the statewide modeling domain are summarized in Table I.

Table 1: Modeling domain parameters

Parameter	Statewide domain
Map Projection	Lambert Conformal Conic
Datum	None (Clarke 1866 spheroid)
1st Standard Parallel	30.0° N
2nd Standard Parallel	60.0° N
Central Meridian	-120.s°W
Latitude of projection origin	37.0° N
Coordinate system Units	Meters
Semi-major axis	6370 km
Semi-minor axis	6370 km
Grid size	4 km x4 km
Number of cells	291 x 321cells
Lambert origin	(-684,000 m, -564,000 m)
Geographic center	-120.5° Lat and 37.0° Lon

III. Estimation of Base Year Modeling Inventory

As mentioned in Section 11.C.I, base case modeling is intended to demonstrate confidence in the modeling system used for the modeled attainment test. The following sections describe the temporal and spatial distribution of emissions and how each of the sectors within the modeling inventories are prepared.

A. Terminology

The terms "point sources" and "area sources" are often confused. Traditionally, these terms have had different meanings to the developers of planning emissions inventories and the developers of modeling emissions inventories. Table 2 summarizes the difference in the terms as both sets of terms are used in this document. In modeling terminology, "point sources" traditionally refers to elevated emission sources that exit from a stack and have an associated plume rise. The current inventory

includes emissions sources reported by the Air Pollution Control District (APCD). Those sources associated with a facility are treated as either elevated sources or non-elevated. The emissions processor calculates plume rise for elevated sources; non-elevated sources are treated as ground-level sources. Examples of non-elevated emissions sources include landfills and composting facilities. "Area sources" refers collectively to area-wide sources, stationary-aggregated sources, and other mobile sources (including aircraft, trains, ships, and all off-road vehicles and equipment). That is, "area sources" are low-level sources from a modeling perspective.

Table 2: Inventory terms for emission source types

Modeling Term	Emission Inventory Term	Examples
Point	Stationary- Point Facilities	Stacks at Individual Facilities
Area	Off-road Mobile	Construction Equipment, Farm Equipment, Trains, Recreational Boats
Area	Area-wide	Residential Fuel Combustion, Livestock Waste, Consumer Products, Architectural Coatings
Area	Stationary -Aggregated	Industrial Fuel Use
On-road Motor Vehicles	On-road Mobile	Cars and Trucks
Biogenic	Biogenic	**Trees**

The following sections describe in more detail the temporal, spatial, and chemical disaggregation ofthe emissions inventory for point sources and area sources.

B. Emissions Inventory

Modeling emissions are based on the CEPAM inventories for the base year and future year. Since the modeling inventory was processed in parallel to the application of updates to CEPAM the modeling inventory was patched from CEPAM 2019 vl.03 for the following source sectors:

- Off-Road SORE (small off-road engines) rule as adopted by the Board December 2021
- Cargo Handling Equipment (CHE)
- Construction "In Use" Equipment
- Large Spark Ignition (LSI) Forklifts
- Forestry Equipment
- Industrial/Military Rail
  - Additional adjustments for Ground Support Equipment (GSE) in South Coast

The resulting modeling inventory matches totals from CEPAM 2019 vl.04.

C. Temporal Distribution of Emissions

The emissions are temporally resolved by month, week, day, and hour to more accurately gauge model performance and ultimately better assess the influence of control measures on attainment. This section covers the temporal distributions of the point, area, and off-road mobile sources. The temporal distribution of the emissions from on-road, biogenic, and ocean-going vessel (OGV) sources are discussed in Sections IV.B, IV.C, and IV.E. The temporal distribution of residential wood combustion (RWC) and agricultural ammonia sectors are described in Section IV.F.4 and Section IV.F.5, respectively.

Temporal data are stored in CARB's emission inventory database. Each local air district assigns temporal data for all processes at each facility in their district to represent when emissions at each process occur. For example, emissions from degreasing may operate differently than a boiler. CARB or district staff also assign temporal data for each area source category by county/air basin/district.

1. Monthly Variation

Emissions are adjusted temporally to represent variations by month. Some emission sources operate the same throughout the year. For example, a process heater at a refinery or a line-haul locomotive likely operates the same month-to-month. Other emission categories, such as a tomato processing plant or use of recreational boats, vary significantly by season. CARB's emission inventory database stores the relative monthly fractional activity for each process, the sum of which is 100. Using an example of emission sources that typically operate the same over each season, emissions from refinery heaters and line-haul locomotives would have a monthly fraction (throughput) of 8.33 for each month (calculated as 100/12 = 8.33). This is considered a flat monthly profile. To apply monthly variations to create a gridded inventory, the annual average day's emissions (yearly emissions divided by 365) is multiplied by the typical monthly throughput. For example, a typical monthly throughput of 15 in July for recreational boats results in emissions about 1.8 times higher {15 / 8.33 = 1.8) than a day in a month with a flat monthly profile.

2. Weekly Variation

Emissions are adjusted temporally to represent variations by day of the week. Some operations are the same over a week, such as a utility boiler or a landfill. Many businesses operate only 5 days per week. Other emissions sources are similar on weekdays, but may operate differently on weekend days, such as architectural coatings or off-road motorcycles. To accommodate variations in days of the week, each process or emission category is assigned a days-per-week code or DPWK. Table 3 shows the current DPWK codes.

Table 3: Day of week variation factors

Code	WEEKLY CYCLE CODE DESCRIPTION	M	T	W	TH	F	S	S
1	One day per week	1	1	1	1	1	0	0
2	Two days per week	1	1	1	1	1	0	0

Code	WEEKLY CYCLE CODE DESCRIPTION	M	T	W	TH	F	S	S
3	Three days per week	1	1	1	1	1	0	0
4	Four days per week	1	1	1	1	1	0	0
5	Five days per week - Uniform activity on weekdays, none on Saturday and Sunday	1	1	1	1	1	0	0
6	Six days per week - Uniform activity on weekdays, none on Saturday and Sunday	1	1	1	1	1	1	0
7	Seven days per week - Uniform activity every day of the week	1	1	1	1	1	1	1
20	Uniform activity on Saturday and Sunday, no activity the remainder of the week	0	0	0	0	0	1	1
21	Uniform activity on Saturday and Sunday, half as much activity on weekdays	5	5	5	S	5	10	10
22	Uniform activity on weekdays, reduced activity on weekends	10	10	10	10	10	7	4
23	Uniform activity on weekdays, reduced activity on weekends	10	10	10	10	10	8	8
24	Uniform activity on weekdays; half as much activity on Saturday. Little activity on Sunday	10	10	10	10	10	5	1
25	Uniform activity on weekdays, one third as much on Saturday, little on Sunday	10	10	10	10	10	3	1
26	Uniform activity on weekdays, little activity on Saturday, no activity on Sunday	10	10	10	10	10	3	0
27	Uniform activity on weekdays, half as much activity on weekends	10	10	10	10	10	S	5
28	Uniform activity on weekdays, five times as much activity on weekends	2	2	2	2	2	10	10
29	Uniform activity on Monday through Thursday, increased activity on Friday, Saturday, and Sunday	8	8	8	8	10	10	10

3. Daily Variation

Emissions are adjusted temporally to represent variations by hour of day. Many emission sources occur 24 hours per day, such as livestock waste or a sewage treatment plant whereas many businesses

operate 8 hours per day. Other emissions sources vary significantly over a day, such as residential space heating or pesticide application. Each process or emission category is assigned an hours-per-day (HPDY) code. Table 4 displays the daily variation factors or current HPDY codes. Code 33 is no longer used for residential fuel combustion in favor of day specific adjustments see Section IV.F.4. Additional temporal profiles are shown in Section IX.

Table 4: Daily variation factors

Code	CODE DESCRIPTION	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1	1 HOUR PER DAY	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	2 HOURS PER DAY	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	3 HOURS PER DAY	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
4	4 HOURS PER DAV	0	0	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
5	S HOURS PER DAY	0	0	0	0	0	0	0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0
6	6 HOURS PER DAY	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0
7	7 HOURS PER DAV	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
8	8 HOURS PER DAY - UNIFORM ACTIVI1Y FROM 8A.M. TO 4 P.M. (NORMAL WORKING SHIFT)	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0
9	9 HOURS PER DAY	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0
10	10 HOURS PER DAY	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0
11	11 HOURS PER DAY	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	0	D	0	0	0	0
12	12 HOURS PER DAY	0	0	0	D	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0
13	13 HOURS PER DAY	0	0	0	0	0	D	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
14	14 HOURS PER DAY	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0
15	15 HOURS PER DAY	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0

Code	CODE DESCRIPTION	0	1	2	3	4	S	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
16	16 HOURS PER DAY - UNIFORM ACTIVITY FROM 8 A.M. TD MIDNIGHT (2 WORKING SHIFTS)	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
17	**17 HOURS PER DAY**	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
18	18 HOURS PER DAY	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
19	19 HOURS PER DAY	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0
20	20 HOURS PER DAY	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
21	21 HOURS PER DAY	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
22	**22 HOURS PER DAY**	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
23	23 HOURS PER DAY	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
24	24 HOURS PER DAY - UNIFORM ACTIVITY DURING THE DAY	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
31	MAJOR ACTIVITY 5-9 P.M., AVERAGE DURING DAY, MINIMAL IN EARLY A.M.(GAS STATIONS)	3	1	1	1	1	1	1	5	S	5	5	5	5	5	5	5	5	10	10	10	10	7	7	3
33	MAX ACTIVITY 7-9 A.M. & 7-11 P.M.,AVERAGE DURING DAY, LOW AT NIGHT (RESIDENTIAL FUEL COMBUSTION)	2	2	2	2	2	2	2	10	10	6	6	5	5	5	5	5	5	5	5	10	10	10	10	2
34	ACTIVITY 1 TD 9 A.M.; ND ACTIVITY REMAINDER OF DAY (i.e. ORCHARD HEATERS)	0	8	8	8	8	10	10	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	MAX ACTIVITY 7 A.M. TD 1 A.M., **REMAINDER IS LOW** (i.e. COMMERCIAL AIRCRAFT)	10	1	1	1	1	1	1	8	8	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10

Code	CODE DESCRIPTION	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
37	ACTIVITY DURING DAYLIGHT HOURS; LESS CHANCE IN EARLY MORNING ANO LATE EVENING	0	0	0	0	0	1	3	6	9	10	10	10	10	10	10	10	10	9	6	3	1	0	0	0
38	ACTIVITY DURING MEALTIME HOURS (I.e. RESIDENTIAL COOKING)	0	0	0	0	0	2	6	6	2	2	1	2	4	4	2	1	1	3	10	8	7	6	1	0
50	PEAK ACTIVITY AT 7 A.M. & 4 P.M.; AVERAGE DURING DAY (ON-ROAD MOTOR VEHICLES)	1	1	1	1	1	1	6	10	6	5	5	5	5	5	5	6	10	8	6	4	1	1	1	1
51	**ACTIVITY FROM 6 A.M. TO 12 P.M.** (PETROLEUM DRY CLEANING)	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
52	**MAJOR ACTIVITY FROM 6 A.M.-12** P.M., LESS FROM 12-7 P.M. (PESTICIDES)	0	0	0	0	0	1	6	10	10	10	10	10	6	3	3	3	3	4	4	0	0	0	0	0
53	ACTIVITY FROM 7 A.M. TO 12 P.M. (AGRICULTURAL AIRCRAFT)	0	0	0	0	0	0	0	2	2	2	2	2	1	0	0	0	0	0	0	0	0	0	0	0
54	UNIFORM ACTIVITY FROM 7 A.M. TO 9 P.M. (DAYTIME BIOGENICS)	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
55	UNIFORM ACTIVITY FROM 9 P.M. TO 7 A.M. (NIGHTIME BIOGENICS)	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
56	**MAX ACTIVITY 8 A.M. TO S P.M,** MINIMAL AT NIGHT & EARLY MORNING (CAN& COIL/METAL PARTS COATINGS)	0	0	0	0	1	1	2	3	10	10	10	10	10	10	10	10	9	1	1	1	1	1	1	1
57	MAX ACTIVITY 7 A.M. TO 2 P.M., MINIMAL AT EVENING AND MORNING HOURS (CONSTRUCTION EQUIPMENT ON HOT DAYS)	0	0	0	0	0	1	6	10	10	10	10	10	10	9	8	4	2	1	1	0	0	0	0	0

Code	CODE DESCRIPTION	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
58	MAX ACTIVI1Y 7 A.M. TO NOON.; REDUCED ACTIVI1Y NOON TO 6 P.M. (AUTO REFINISHING)	0	0	0	0	0	0	0	10	10	10	10	10	8	8	8	8	8	8	0	0	0	0	0	0
59	MAXIMUM ACTIVI1Y FROM 7:00 **AM TO 3:00 PMi REDUCED** ACTIVI1Y FROM 3:00 TO 6:00 PM. (CONSTRUCTION EQUIPMENT ON NORMAL DAYS)	0	0	0	0	0	0	2	10	10	10	10	10	10	10	10	7	3	1	1	0	0	0	0	0
60	MAXIMUM ACTIVI1Y FROM NOON TO 7:00 PM; REDUCED ACTIVI1Y **EVENING AND MORNING HOURS** (RECREATIONAL BOAT EXHAUST)	0	0	0	0	0	0	0	2	4	6	7	9	10	10	10	10	10	10	10	7	5	3	1	0
81	**MAX ACTIVITY 9 AM TO 3 PM; HALF THE ACTIVITY REMAINING** HOURS (WASTE FROM DAIRY CATTLE)	7	6	6	5	4	4	4	5	7	8	9	10	10	10	7	3	3	3	4	4	5	6	7	7
82	ACTIVI1Y FROM 10 AM TO 9 PM **RISING TO PEAK AT 3; NO ACTIVITY REMAINDER OF DAY (WASTE** FROM POULTRY)	0	0	0	0	0	0	0	0	0	3	3	7	7	7	10	10	7	3	3	3	3	0	0	0
83	ACTIVI1Y FROM 9 AM TO 12 AM **RISING TO PEAK AT 3; MINIMUM** ACTIVI1Y REMAINDER OF DAY (WASTE FROM SWINE)	0	0	0	0	0	0	0	1	1	2	4	6	8	8	9	10	8	4	3	3	2	1	1	1
84	MAJOR ACTIVI1Y FROM 11AM TO 6PM; REDUCED OTHER HOURS (EVAP-COASTAL COUNTIES)	7	7	6	6	6	6	6	7	8	8	9	9	10	10	10	10	9	9	8	8	7	7	7	7
85	MAJOR ACTIVI1Y FROM 11AM TO 6PM; REDUCED OTHER HOURS (EVAP-NON-COASTAL COUNTIES)	5	5	5	5	4	4	5	5	6	7	8	9	9	10	10	10	9	9	8	7	6	6	6	5

D. Spatial Allocation

Once the base case, reference, or future year inventories are developed, the next step of modeling inventory development is to spatially allocate the emissions. Air quality models attempt to replicate the physical (e.g., transport) and chemical processes that occur in the atmosphere within a modeling domain. Therefore, it is important that the physical location of emissions be specified as accurately as possible. Ideally, the actual location of all emissions would be known exactly. However, some categories of emissions would be virtually impossible to determine-for example, the actual amount and location of consumer products (e.g., deodorant) used every day. To the extent possible, the spatial allocation of emissions in a modeling inventory approximates as closely as possible the actual location of emissions.

Spatial allocation is typically accomplished by using spatial surrogates. These spatial surrogates are processed into spatial allocation factors to geographically distribute county-wide area source emissions to individual grid cells. Spatial surrogates are developed based on demographic, land cover, and other data that exhibit patterns geographically. Sonoma Technology, Inc. (STI) (Funk, et al., 2001) under CCOS contract, originally developed many of the spatial surrogates by creating a base year (2000) and various future year surrogate inventories. STI updated the underlying spatial data and developed new surrogates (Reid, et al., 2006), completing the project in 2008. CARB and districts have since continued to update and improve many of the spatial surrogates, adding new ones as more data become available.

Four basic types of data are used to develop the spatial allocation factors: land use and land cover, satellite imagery, facility location, and demographic and socioeconomic data. Land use and land cover data are associated with specific land uses, such as agricultural harvesting or recreational boats. Facility locations are used for sources such as gas stations and dry cleaners. Demographic and socioeconomic data, such as population and housing, are associated with residential, industrial, and commercial activities (e.g., residential fuel combustion). To develop spatial allocation factors of high quality and resolution, local socioeconomic and demographic data were used when available for developing base case, baseline, and future year inventories. These data were available from local Metropolitan Planning Organizations (MPOs) or Regional Transportation Planning Agency (RTPA), where they are used as inputs for travel demand models. In rural regions for which local data was not available, data from Caltrans' Statewide Transportation Model were used.

The current snapshot used for the Mariposa 03 SIP emission inventory is defined as snapshot October I't, 2021 (SNP20211001_SORE) with improvements to SORE categories. Detailed methodology for each surrogate can be found in the spatial surrogate methodology document (AMSS, Spatial Surrogate Methodology Document SNP2021-10-01, 2021). This working snapshot includes all previous updates noted in surrogate snapshot 2020-10-01 (AMSS, 2020), as well as recent improvements outlined below. A summary of the primary spatial surrogates by EICSUM is provided in Section X.

- Improvements to small off-road equipment (SORE) surrogates
    - Creation of SNOW-level allocation factors for single family housing and commercial activity related to locations that will only occur with snowfall (snowblowers; etc.).

    - Creation of forest roads spatial surrogate {191) based on the integration of NLCD forest data with the TIGER road network.
- Updated to 2016 National Land Cover Database .
- Improvements to the Dunn and Bradstreet based surrogates with integration of Digital Maps Products 2017 Parcel data.
- Updates to ocean going vessel surrogates based on 2018 Automatic Identification System (AIS)
- Improvement to construction surrogates
    - Creation of a 90:10 ratio split of on-road to offroad construction surrogate.
- Improvements to agriculture surrogates
    - Updated input data for Farm Road VMT and inclusion of California Department of Pesticide Regulation {CDPR) data
    - Updated input data to our poultry related surrogate from California Water Board, Southern California Association of Governments (SCAG), and San Diego Association of Governments (SANDAG)
- Creation of a Water bodies and Land mask to remove anomalies caused by AIS satellite bias.

1. Spatial Allocation of Area Sources

Area-wide emissions are modeled using a top-down approach where emission totals are estimated for a large geographic area of interest (GAi). Each area source category is assigned a primary spatial surrogate that is used to allocate emissions to a rid cell in CARB's 4 km statewide modeling domain. Examples of surrogates include population, land use, and other data with known geographic distributions for allocating emissions to grid cells, as described above.

2. Spatial Allocation of Point Sources

Each point source is allocated to grid cells using the latitude and longitude reported for each stack. If there is no stack latitude and longitude, the facility coordinates are used. There are two types of point sources: elevated and non-elevated sources. Stationary point sources with stacks are regarded as elevated sources. Those without physical stacks that provide only latitude/longitude, such as airports or landfills, are considered non-elevated. Emissions are allocated vertically for elevated sources using the SMOKE (Sparse Matrix Operator Kernel Emissions) modeling system's in-line plume rise calculation within the CMAQ (Community Multi-scale Air Quality) photochemical model. SMOKE will select the sources that will receive the CMAQ in-line plume rise treatment, and group together sources with nearly identical stack parameters to reduce the number of calculations performed by the CMAQ in-line plume rise module. SMOKE will then output the emissions by grouped sources and the accompanying stack/facility coordinates and stack parameters for CMAQ's in-line plume rise module to handle the vertical allocation of the elevated sources.

3. Spatial Allocation of Wildfires, Prescribed Burns, and Wildland Fire Use

Emissions from wildfires, prescribed burns, and wildland fires are event- and location-based. A fire event can last a few hours or span multiple days. Each fire is spatially allocated to grid cells using the final extent of each fire event while the temporal distribution also reflects the actual duration of the fire. The spatial information to allocate the fire emissions comes from a statewide interagency fire perimeters geodatabase maintained by the Fire and Resource Assessment Program (FRAP) of the

California Department of Forestry and Fire Protection (CALFIRE). More details on the methodology and estimation of the wildfire emissions can be found in Section IV.F.1.

4. Spatial Allocation of Ocean-going Vessels (OGV)

CARB OGV emissions consist of four activity types: hoteling, maneuvering, anchorage and transit. Since hoteling is stationary in port areas, it was treated as a point source. The remaining activity types are regarded as area sources. Individual berths were identified from a combination of AIS telemetry data, satellite and aerial photography, and detailed port maps where available. The centroids of grid cells on the Statewide domain containing berth locations were then associated with hoteling emissions for each GAi. Transit, spatial surrogates were constructed based on the National Waterway Network and AIS data from 2017. Maneuvering spatial surrogates were drawn to connect the transit lanes with the berth locations for each port. Anchorage locations were determined based on raster data from the National Oceanic and Atmospheric Administration (NOAA) which reflects anchorage locations codified in the Federal Register.

5. Spatial Allocation of On-road Motor Vehicles

The spatial allocation of on-road motor vehicles is based on data from the latest travel demand models provided by local Metropolitan Planning Organizations (MPOs). These model outputs are combined into a statewide transportation network using the Integrated Transportation Network (ITN). For areas without a regional travel demand model, data from the California Department of Transportation (Caltrans) California Statewide Travel Demand Model (CSTDM). For more details, see Section IV.B.3.

E. Speciation Profiles

CARB's emission inventory lists the amounts of pollutants discharged into the atmosphere by source in a certain geographical area during a given time period. It currently contains estimates for CO, NH3, NOx, SOx, total organic gases (TOG) and particulate matter (PM). CO and NH3 each are single species; NOx emissions are composed of NO, NO2 and HONO; and SOx emissions are composed of 502 and 503. TOG and PM potentially contain over hundreds of different chemical species, and speciation is the process of disaggregating these inventory pollutants into individual chemical species components or groups of species. CARB maintains and updates such speciation profiles for organic gases (OG) and PM for a variety of source categories.

Photochemical models simulate the physical and chemical processes in the lower atmosphere and include all emissions of the important classes of chemicals involved in photochemistry as well as less reactive compounds that are of concern from a health or visibility standpoint. TOG includes all organic compounds that can become airborne (through evaporation, sublimation, as aerosols, etc.), excluding CO, CO2, carbonic acid, metallic carbides or carbonates, and ammonium carbonate. TOG emissions reported in the CARB's emission inventory are the basis for deriving the reactive organic gas (ROG) emission components, which are also reported in the inventory. ROG is defined as TOG minus CARB's exempt compounds (e.g., methane, ethane, various chlorinated fluorocarbons, acetone, perchloroethylene, volatile methyl siloxanes, etc.). ROG is nearly identical to U.S. EPA's Volatile Organic Compounds (VOC), which is based on EPA's exempt list. For all practical purposes, the use of the terms ROG and VOC are interchangeable.

The OG speciation profiles are applied to estimate the amounts of various organic compounds that make up TOG emissions. A speciation profile contains a list of organic compounds and the weight fraction that each compound comprises of the TOG emissions from a particular source type. In addition to the chemical name for each chemical constituent, the file also shows the 5-digit CARB internal identification chemical code. The speciation profiles are applied to TOG to develop both the photochemical model inputs and the emission inventory for ROG. District-reported fractions are not used in developing modeling inventories because the information needed to calculate the amount of each organic compound is not available.

The PM emissions are size fractionated by using PM size distribution profiles, which contain the total weight fraction for PM2.5 and PM10 out of total PM. The fine and coarse PM chemical compositions are characterized by applying the PM chemical speciation profiles for each source type, which contain the weight fractions of each chemical species for PM2.5, PM10, and total PM. PM chemical speciation profiles may also vary for different PM size fractions even for the same emission source. PM size profiles and speciation profiles are typically generated based on source testing data. In most previous source testing studies aimed at determining PM chemical composition, filter-based sampling techniques were used to collect PM samples for chemical analyses.

The most current OG profiles and PM profiles are available for download from *CARB's speciation profile web page.* Based on these original profiles, a model-ready speciation file, gspro, was generated for a specific chemical mechanism {for example, SAPRC07T) to separate aggregated inventory pollutant emission totals into emissions of model species required by the air quality model.

Each process or product category is keyed to one of the OG profiles and one of the PM profiles. Also available for download from CARB's web site (see link in previous paragraph) is a cross-reference file that indicates which OG profile and PM profile are assigned to each category in the inventory. The inventory source categories are represented by an 8-digit source classification code {SCC} for point sources, or a 14-digit emission inventory code {EiC) for area and mobile sources. Some of the OG profiles and PM profiles related to motor vehicles, ocean going vessels, and fuel evaporative sources vary by the inventory year of interest, due to changes in fuel composition, vehicle fleet composition, and emissions control devices such as diesel particulate filters {DPFs). Details can be found in CARB's references of speciation profile development available on the *Consolidated List for Speciation Profiles site.* Mapping of each category to OG and PM profiles is summarized in rogpm and gsref files.

Research studies are conducted regularly to improve CARB's speciation profiles. These profiles support ozone and PM modeling studies and can also be used for regional toxics modeling. Speciation profiles need to be as complete and accurate as possible. CARB has an ongoing effort to update speciation profiles as data become available through testing of emission sources or surveys of product formulations. New speciation data generally undergo technical and peer review; updates to the profiles are coordinated with end users of the data. The recent additions to CARB's speciation profiles include:

- OG profiles
    - Off-road recreational vehicle exhaust and evaporation
    - Biomass burning
    - Consumer products

    - Architectural coating
    - Gasoline fuel and headspace vapor
    - Gasoline vehicle hot soak and diurnal evaporation
    - When gasoline vehicles start, emission of exhaust.
    - Silage
    - Aircraft exhaust
    - Compressed Natural Gas {CNG) bus running exhaust.
- PM profiles
    - Tire burning
    - Gasoline vehicle exhaust
    - On-road diesel exhaust
    - Off-road diesel exhaust
    - Ocean going vessel exhaust.
    - Aircraft exhaust
    - Concrete batching
    - Commercial cooking
    - Residential fuel combustion-natural gas
    - Coating/painting
    - Cotton ginning
    - Stationary combustion
    - OGV auxiliary boiler combustion
    - Compressed Natural Gas (CNG) vehicle running exhaust.

IV. Methodology for Developing Base Case, Baseline, and Future Projected Emissions Inventories

As mentioned in Section 11.C, the base case and reference inventories include temperature, humidity, and solar insolation effects for some emission categories; development of these data is described in Sections IV.F. Sections IV.A through IV.H detail how the base case and reference inventories were created for different sectors of the inventory such as point, area, on-road motor vehicles, biogenic, OGV, other day-specific sources, Northern Mexico, and Western States.

A. Estimation of Gridded Area and Point Sources

Emissions inventories that are temporally, chemically, and spatially resolved are needed as inputs for the photochemical air quality model. Point sources and area sources (area-wide, off-road mobile, and aggregated stationary) are processed into emissions inventories for photochemical modeling using the SMOKE modeling system (https://www.cmascenter.org/smoke/). The current SIP modeling uses SMOKE v4.8 (referred as Official SMOKE hereafter) following in-house testing of this version of the software.

Inputs for SMOKE are annual emissions totals from CEPAM and information for allocating to temporal, chemical, and spatial resolutions. Temporal inputs for SMOKE are screened for missing or invalid temporal codes as discussed in Section V.A. Temporal allocation of emissions using SMOKE involves the

disaggregation of annual emissions totals into monthly, day-of-week, and hour-of-day emissions totals. The temporal codes from Table 3 and Table 4 are reformatted into an input-ready format as explained in the SMOKE user's manual. Chemical speciation profiles, as described in Section II1.E, and emissions source cross-reference files used as inputs for SMOKE are developed by CARB staff. SMOKE uses the files for the chemical speciation of NOx, SOx, TOG, and PM to produce the species needed by photochemical air quality models.

Emissions for area sources are allocated to grid cells defined by the modeling grid domain in Section I1.D. Emissions are spatially disaggregated using spatial surrogates as described in Section II1.D. These spatial surrogates are converted to a SMOKE-ready format as described in the SMOKE user's manual. Emissions for point sources are allocated to grid cells by SMOKE using the latitude and longitude coordinates reported for each stack.

B. Estimation of On-road Motor Vehicle Emissions

1. General Methodology

The EMFAC2017 with Metropolitan Planning Organizations specific activity version 10 (MPOvl0) emissions are processed into on-road emissions inventories using ESTA developed by CARB. The ESTA model applies spatial and temporal surrogates to emissions to create top-down emission inventory files.

More information on ESTA is available at the following *GitHub repository for Emissions Spatial and Temporal Allocator*.

2. Activity Data Updates

Link-based and Traffic Analysis Zone (TAZ)-based travel activity from travel demand models provided by different MPOs, Caltrans and other California RTPAs. Parameters such as vehicle mix and VMT are compared between the default EMFAC and Caltrans databases prior to spatial allocation to ensure values lie within reasonable limits.

3. Spatial Adjustment

CARB works with local Metropolitan Planning Organizations {MPOs) to obtain the latest available output from regional travel demand models. The output link networks from these models are combined into a statewide link network using the Integrated Transportation Network (ITN) framework (CARB, 2021). For regions where no local travel demand model data are available, data from the Caltrans California Statewide Travel Demand Model (CSTDM) are used (Caltrans, 2020). Data quality is assured by checking network/link volume, vehicle miles traveled (VMT), and spatial rendering. Overlapping networks are checked for duplicate links to avoid overallocation in these regions. Model output years vary between all regional data sources for ITN. The networks are normalized into modeling years used for air quality modeling using county level growth factors from EMFAC. Table 5 contains the data vintages used in the current working version of the statewide ITN.

Spatial allocation of on-road activity surrogates is split into two vehicle groups, light-duty and heavy-duty. Some major MPOs and Caltrans provide vehicle classification splits in their model link outputs. When possible, this information is incorporated into the ITN. However, when no vehicle splits are provided by the regional models the total network volumes must be used for both light-duty and heavy-duty spatial distribution. Travel demand model output provides network volume information organized by peak and off-peak time periods. This peak period volume information is disaggregated to create 24 hourly surrogates for an average modeling day.

The link networks are processed through the spatial allocator tool to create gridded surrogates weighted by VMT.

Table 5: Network information for data sources used in current version of ITN

Network	Counties in Network	Data Vintage
Association of Monterey Bay Area Governments (AMBAG)	**Monterey, San Benito, Santa** Cruz	2018 RTDM
Butte County Association of Governments (BCAG)	Butte	2020 RTP/SCS
California Statewide Travel Demand Model (CSTDM)	Statewide	Version 3.0
Fresno Council of Governments (FCOG)	**Fresno**	2019 RTP/SCS
Kings County Association of Governments (KCAG)	Kings	2018 RTP/SCS
Kern Council of Governments (KCOG)	Kern	2018 RTP/SCS
Merced County Association of Governments (MCAG)	Merced	2018 RTP/SCS
Madera County Transportation Commission (MCTC)	Madera	2018 RTP/SCS
Metropolitan Transportation Commission (MTC)	**Alameda, Contra Costa, Marin,** Napa, San Francisco, San **Mateo, Santa Clara, Solano, Sonoma**	2017 RTP/SCS
Sacramento Area Council of Governments (SACOG)	**El Dorado, Placer, Sacramento,** Solano, Sutter, Yolo, Yuba	2020 MTP/SCS
San Diego Association of Governments (SANDAG)	San Diego	2018 RTP/SCS
Santa Barbara County Association of Governments (SBCAG)	Santa Barbara	2017 FSTIP

Network	Counties in Network	Data Vintage
Southern California Association of Governments (SCAG)	Imperial, Los Angeles, Orange, Riverside, San Bernardino, Ventura	2020 RTP/SCS
San Joaquin Council of Governments (SJCOG)	San Joaquin	2018 RTP/SCS
San Luis Obispo Council of Governments (SLOCOG)	San Luis Obispo	2019 RTP
Shasta Regional Transportation Agency (SRTA)	Shasta	2018 RTP
Stanislaus Council of Governments (StanCOG)	Stanislaus	2018 RTP
Tulare County Association of Governments (TCAG)	Tulare	2018 RTP
Tahoe Metropolitan Planning Organization (TMPO)	El Dorado, Placer	2015 FSTIP

Evaporative surrogates were created using registration data from the California Department of Motor Vehicles {OMV). Vehicle registration was provided by census block group for the entire state. Registration data were split into five vehicle types and two fuel types. Table 6 shows the vehicle type categories used for the evaporative emission surrogates. Registration counts were totaled over a three-year period (2015-2018) and assigned to the corresponding census block group polygons. Data from the NASA Nighttime Lights (Mills, 2013) dataset was used to clip the census block group into areas with active population.

Table 6: Registration Data Vehicle Type Classes.

Vehicle Class Group Name	Description
MC	Motorcycles
MH_BUS	Motorhomes and Buses
p	Passenger Vehicles
Tl_T4	Light-Heavy Duty Trucks
TS_T7	Heavy-Heavy Duty Trucks

4. Temporal Adjustment (Day-of-week adjustments for EMFAC daily totals)

EMFAC2017 produces average day-of-week (DOW) estimates that represent Tuesday, Wednesday, and Thursday. To more accurately represent daily emissions, DOW adjustments are made to all emissions

estimated on a Friday, Saturday, Sunday or Monday. The DOW adjustment factors were developed using CalVAD data. The California Vehicle Activity Database (CalVAD), developed by UC Irvine for CARB, is a system that fuses available data sources to produce a "best estimate" of vehicle activity by class. The latest activity from the CalVAD database was released in 2012. There are no expected upcoming updates. The CalVAD data set includes actual daily measurements of VMT on the road network for 43 of the 58 counties in California. However, there are seven counties that can't be used because the total vehicle miles traveled are less than the sum of the heavy heavy-duty truck vehicle miles traveled and trucks excluding heavy heavy-duty vehicle miles traveled. Furthermore, two more counties that have high vehicle miles traveled on Sunday are also excluded. Therefore, only 34 of these counties had useful data. To fill the missing 24 counties' data to cover all of California, a county which is nearby and similar in geography is selected to represent each of the missing counties. The CalVAD fractions were developed for three categories of vehicles: passenger cars (LD), light- and medium-duty trucks (LM), and heavy-heavy duty trucks (HHDT). Table 77 also shows the corresponding assignment to each vehicle type. Furthermore, the CalVAD fractions are scaled so that a typical workday (Tuesday, Wednesday, or Thursday) gets a scaling factor of 1.0. All other days of the week receive a scaling factor where their VMT is related back to the typical workday. This means there are a total of five weekday scaling factors. Lastly, the CalVAD data were used to create a typical holiday, because the traffic patterns for holidays are quite different than a typical weekday. Thus, in the end, there are six daily fractions for each of the three vehicle classes, for all 58 counties. The DOW factors and vehicle type can be found in Section VII.

Heavy-heavy duty vehicle fractions were updated using 2018 Performance Measurement System (PeMS) data. Truck volumes were pulled for each county. Day of year specific fractions were calculated relative to an average weekday for each county. Fractions were manually reviewed by staff to check data integrity. Counties without data or poor data quality were screened out and replaced with an older version of fractions from CalVAD.

Table 7: Vehicle classification and type of adjustment

Vehicle Class	Vehicle type	Type of adjustment
1	LDA	LD
2	LDTl	LD
3	LDT2	LD
4	MDV	LD
5	LHDTl	LM
6	LHDT2	LM
7	T6	LM

Vehicle Class	Vehicle type	Type of adjustment
8	T7 HHDT	HHDT
9	Other Bus	LM
10	School Bus	Unadjusted on weekdays, zeroed on weekends
11	Urban Bus	LD
12	Motorhomes	LD
13	Motorcycles	LD

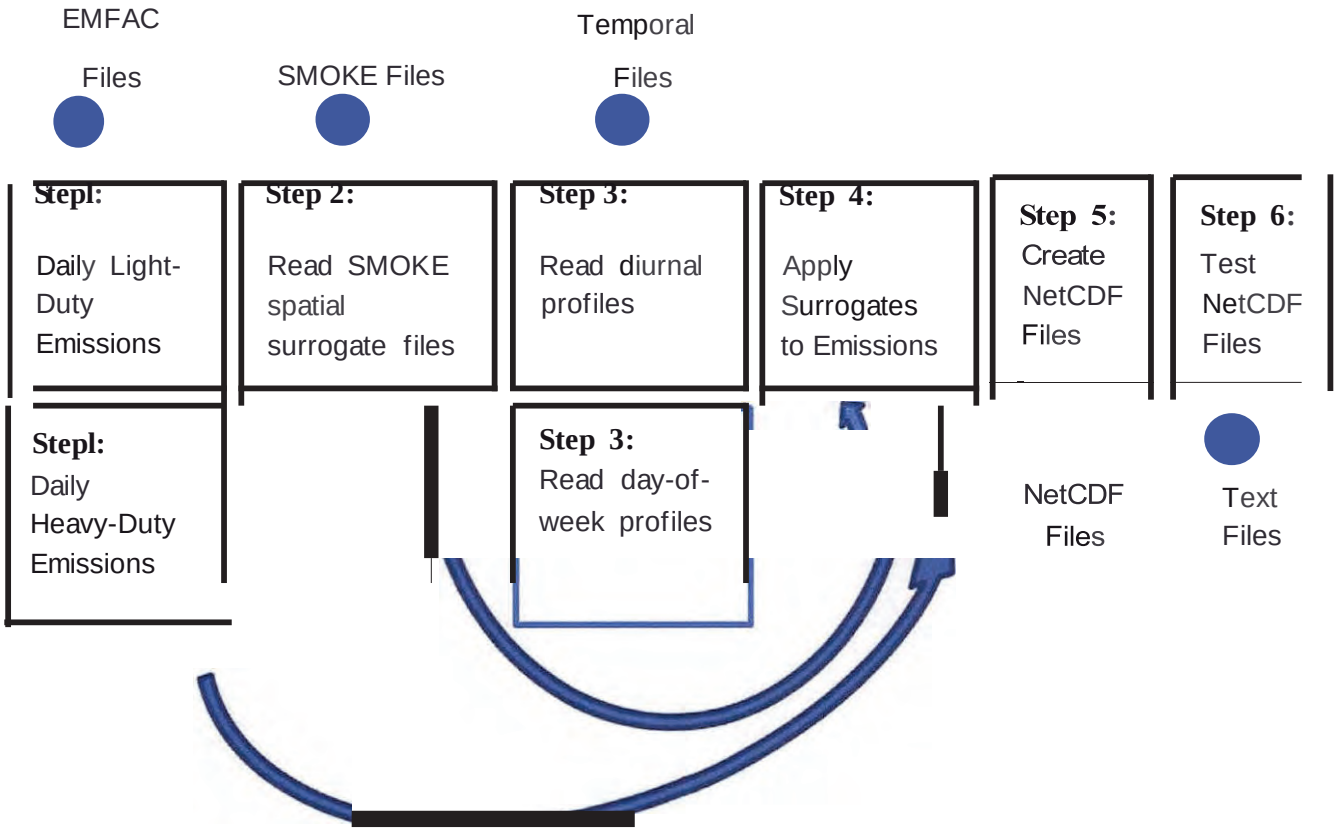
5. Temporal Adjustment (Hour-of-day profiles for EMFAC daily totals)

EMFAC produces emission estimates for an average weekday and lacks the day-of-week hour-of-day temporal variations that are known to occur on specific days of the week. To rectify this, the CalVAD data were used to develop hour-of-day profiles for Friday through Monday, a typical weekday and a typical holiday. Heavy-heavy duty hourly vehicle fractions were updated using 2018 Performance Measurement System (PeMS) data from Caltrans in counties where data was available. The hour-of-day profiles for passenger cars (LD), light- and medium-duty trucks (LM), and heavy heavy-duty trucks (HH) can be found in Appendix B: Hour-of-day Profiles by Vehicle Type and County.

6. Summary of On-road Emissions Processing Steps

The six steps to process on-road emissions for regional air quality modeling with CMAQ are represented below in Figure 3. Step 1 reads daily emissions input data from EMFAC. Step 2 reads SMOKE-ready spatial surrogates files. Step 3 reads day of week and diurnal temporal activity profiles from CALVAD. Step 4 applies both the spatial surrogates and temporal allocations to the daily emissions from EMFAC. Step 5 creates the gridded, hourly NETCDF files for each day of the year being modeled. Lastly, step 6 produces text files for use in quality assurance and quality checks of the emissions data.

Figure 3: Workflow for spatial and temporal allocation of on-road emissions



7. Adjustment to the Future Year On-road Emissions

The future year on-road mobile source emissions were adjusted to incorporate emission reduction programs for heavy duty vehicles. The reductions applied to the inventory reflect the Low NOx Standard (CARB, Heavy-Duty Low NOx, 2020), Advanced Clean Truck (ACT) (CARB, Advanced Clean Trucks, 2020), and Heavy Duty Inspection and Maintenance Regulation (CARB, Heavy-Duty Inspection and Maintenance Regulation, 2021). The combined factors for 2026 are shown in Table 8.

Table 8: NOx Reductions (TPD) by Air Basin for 2026

Region	2026 Reductions (Tpd)
Mariposa	0.01
Total Statewide reductions	65.8

C. Estimation of Gridded Biogenic Emissions

Biogenic emissions were generated using the MEGAN3.0 biogenic emissions model {https://bai.ess.uci.edu/megan/versions). MEGAN3.0 incorporates a new pre-processor {MEGAN-EFP} for estimating biogenic emission factors based on available landcover and emissions data. The MEGAN3.0 default datasets for plant growth form, ecotype, and emissions were utilized. Leaf Area Index {LAI) for non-urban grid cells was based on the 8-day 500-m resolution MODIS Terra/AQUA combined product (MCD15A2H) for 2018 {https://earthdata.nasa.gov/). The LAI data was converted to LAlv, which represents the LAI for the vegetated fraction within each grid cell, by dividing the gridded MODIS LAI values by the Maximum Green Vegetation Fraction (MGVF} for each grid cell (https://archive.USGS.gov/archive/sites/landcover.USGS.gov/green_veg.html). The MODIS LAI product does not provide information on LAI in urban regions, so urban LAlv was estimated from the US Forest Service's Forest Inventory and Analysis (FIA) urban tree plot data, processed through the i-Tree v6 software (https://www.itreetools.org/tools/i-tree-eco). Hourly meteorology was provided by 4-km WRFsimulations for 2018, and all stress factor adjustments were turned off.

D. Aircraft Emissions

Aircraft emissions were generated using the Gridded Aircraft Trajectory Emissions Model (GATE) developed by CARB (AQPSD CARB, 2019). The GATE model distributes aircraft emissions in three dimensions. The GATE model takes annual aircraft emissions during landing, taxiing, and take-off, and converts this data into gridded, hourly emissions as follows:

- Read aircraft emissions from an annual inventory.
- Split the emissions into hourly components.
- Split any county-wide emissions into individual runways.
- Geometrically model the 3D flight paths at each runway.
- Intersect the above 3D paths with the 3D modeling grid.
- Distribute the hourly aircraft emissions into the 3D grid.

More information on GATE is available at the following *GitHub repository for GATE.*

E. Estimation of Ocean-going Vessel {OGV) Emissions

Annual emissions are provided through CEPAM for commercial and military OGV. The Mobile Source Analysis Branch compiled port activity data for 2016 reported for Long Beach, Port of Los Angeles, Bay Area, and San Diego. The activity data consisted of daily visits by vessel types for the full calendar year. This data was used to derive monthly and weekly temporal profiles for OGV sources. No activity data was available to create temporal profiles for the military sector; default SMOKE temporal profiles were assumed.

After applying the port activity factors mentioned above, emissions were separated by at-berth and everything else. At-berth emissions are processed through SMOKE and plume rise is calculated for every day of the year (Kwok, 2015). For transit, maneuvering, and anchorage, emissions are distributed evenly in two vertical layers (2 and 3) (Kwok, 2015}.

F. Estimation of Other Day-specific Sources

Day-specific data were used for preparing base case inventories when data were available. CARB and district staff were able to gather hourly/daily emission information for 1) wildfires and prescribed burns, 2) paved and unpaved road dust, and 3) agricultural burns in six districts (more details highlighted below).

For the reference and future year inventories,.day-specific emissions for wildfires, prescribed burns, and wildland fires use (WFU) are left out of the inventory. All other day-specific data are included in both reference and future year modeling inventories.

1. Wildfires and Prescribed Burns

Day-specific, base case estimates of emissions from wildfires and prescribed fires were developed in a two-part process. The first part consisted of estimating micro-scale, fire-specific emissions (i.e. at the fire polygon scale, which can be at a smaller spatial scale than the grid cells used in air quality modeling). The second part consisted of several steps of post-processing fire polygon emission estimates into gridded, hourly emission estimates that were formatted for use in air quality modeling.

Fire event-specific emissions were estimated using a combination of geospatial databases and a federal wildland fire emission model (Clinton, 2006). A series of pre-processing steps were performed using GIS to develop fuel loading and fuel moisture inputs to the First Order Fire Effects (FOFEM) fire emission model (Lutes, et al., 2012). Polygons from a statewide interagency fire perimeters geodatabase (Fire17_l.zip, downloaded May 8, 2018) maintained by the Fire and Resource Assessment Program (FRAP) of the California Department of Forestry and Fire Protection (CALFIRE) provided georeferenced information on the location, size (area), spatial shape, and timing of wildfires and prescribed burns. Under interagency Memorandums of Understanding, federal, state, and local agencies report California wildfire and prescribed burning activity data to FRAP. Using GIS software, fire polygons were overlaid upon a vegetation fuels raster dataset called the Fuel Characteristic Classification System (FCCS) (Ottmar, et al., 2007). The FCCS maps vegetation fuels at a 30-meter spatial resolution, and is maintained and distributed by LANDFIRE.GOV, a state and federal consortium of wildland fire and natural resource management agencies. With spatial overlay of fire polygons upon the FCCS raster, fuel model codes were retrieved and component areas within each fire footprint tabulated. For each fuel code, loadings (tons/acre) for fuel categories were retrieved from a FOFEM look-up table. Fuel categories included dead woody fuel size classes, overstory live tree crown, understory trees, shrubs, herbaceous vegetation, litter, and duff. Fuel moisture values for each fire were estimated by overlaying fire polygons on year- and month-specific 1 km spatial resolution fuel moisture raster files generated from the national Wildland Fire Assessment System (WFAS.net) and retrieving moisture values from fire polygon centroids. Fire event-specific fuel loads and fuel moisture values were compiled and formatted into a batch input file and run through FOFEM.

A series of post-processing steps were performed on the FOFEM batch output to include emission estimates (pounds/acre) for three supplemental pollutant species (NH3, TNMHC, and N2O) in addition to the seven species native to FOFEM (CO, CO2, PM2.S, PMlO, CH4, NOx, and 502), and to calculate total emissions (tons) by pollutant species for each fire. Emission estimates for NH3, TNMHC, and N2O were based on mass ratios to emitted CO and CO2 (Gong, 2003).

Fire polygon emissions were apportioned to CMAQ model grid cells using area fractions, developed using GIS software, by intersecting fire polygons to ,the grid domain.

Another set of post-processing steps were applied to allocate fire polygon emissions by date and hour of the day. Fire polygon emissions were allocated evenly between fire start and end dates, taken from the fire perimeter's geodatabase. Daily emissions were then allocated to hour of day and to the model grid cells by using a script developed by CARB. A stack file and a 2-D hourly emissions file are generated for each day that has fire emissions. The stack file includes the fire locations, stack parameters and the number of acres burned for a fire in one day. The 2-D hourly emissions file includes the emissions for each specie and the heat flux (BTU/hr). CMAQ's in-line plume rise module will handle the vertical allocation of the fire emissions.

2. Paved and Unpaved Road Dust

Statewide emissions of total particulate matter from both paved and unpaved road dust are also a part of the CEPAM inventory. However, the sectors that have been embedded in any CEPAM version are already pre-adjusted. The unadjusted emissions are what is required before making any adjustment. Therefore, the unadjusted paved road dust is based upon CEPAM SIP2019v1.02-v1.01, while the unadjusted unpaved road dust uses an older CEPAM version with 20161130 snapshot. To adjust for precipitation, daily precipitation data for 2018 were used, provided by an in-house database maintained by CARB staff that stores meteorological data collected from outside sources. The specific data sources for these data include Remote Automated Weather Stations (RAWS), Atmospheric Infrared Sounder (AIRS), California Irrigation Management Information System (CIMIS) networks, and Federal Aviation Administration (FAA). FAA data provides precipitation data collected from airports in California.

When the precipitation reaches or exceeds 0.01inches (measured anywhere within a county or county/air basin boundary on a particular day), the uncontrolled emissions are reduced on that day only: 25% for paved road dust, and total removal for the unpaved. The reductions can be achieved by running SMOKE with control matrices.

3. Agricultural Burning

Agricultural burn 2018 data processed were reported by air districts. The tons burned provided by the air districts were converted to acres using fuel loading data. With date of the burns, the location of the burns (latitude and longitude coordinates), crop type, and burn duration, the agricultural burn data were processed and then projected onto a statewide grid for each hour of a specific day.

4. Residential Wood Combustion Curtailment

Emissions were reduced to reflect residential wood curtailment (RWC) in San Joaquin Valley APCD and Sacramento Metropolitan AQMD.

A pre-SMOKE utility program called GenTpro is used to generate county-specific temporal profiles based on average temperature by grid cell (UNC Chapel Hill - The Institute for the Environment, 20-16). Emissions for any given county are only allocated whenever the daily average temperature by grid cell is below 50 °F based on WRF simulated meteorology.

San Joaquin Valley APCD provided areas of curtailment, which are used to mask the spatial surrogates for woodstoves and fireplaces. The masked surrogates were used to apply day-specific curtailment. The corresponding complimentary surrogates were also constructed by subtracting the masked surrogates from the original spatial surrogates. These complimentary surrogates apply to areas without curtailment. For winter months (January, February, November, December) SJVAPCD provided no-burn days by county, from which day-specific CNTLMAT curtailment files were constructed. With these settings, processing of winter months using SMOKE is enabled by merging the outputs of two separate runs. The first run is for the portion with masked surrogates with curtailment via CNTLMAT, and the second run is for the portion that includes complimentary surrogates without curtailment. For non-winter months, SMOKE is only run once with the original spatial surrogates without any curtailment. When curtailment is applied to any county in SJV, wood burning emissions are reduced by 51%.

Areas under Sacramento Metropolitan AQMD (SACAQMD) have their RWC emissions reduced by 70% (i.e. 30% remaining) whenever no-burn days are designated. Curtailment is applied to the full spatial surrogates without exceptions.

5. Estimation of Agricultural Ammonia Emissions

Ammonia emissions from fertilizers/pesticides and livestock are separated from the aggregated area source inventory as they are affected by local meteorology. For fertilizers/pesticides, emissions vary by hour based on WRF's two-meter temperature and ten-meter wind speed. For livestock, WRF's ground temperature and aerodynamic resistance drive hourly variations in emissions. Through GenTpro these meteorological factors are averaged by county before creating year-long hourly profiles for each of the respective sectors. All algorithms are described in the SMOKE Manual 4. (UNC Chapel Hill - The Institute for the Environment, 2016), while the results of CARB in-house tests were summarized in an internal report (Kwok, Meteorology-adjusted Temporal Profiles for Agricultural and Residential Wood Combustion Sectors Using Smoke Gentpro Utility Program, 2016). In general, higher temperature and/or wind speeds favor ammonia emissions. Monthly surrogates based upon the frequency of pesticides applications were also applied to fertilizer NH3. The sector also has emissions reported by a few individual facilities whose latitudes/longitudes are known.

Thus, the facility-reported livestock were represented as point sources. Another hourly GenTpro file was created just for them. To preserve the spatial distribution, emissions were apportioned to those individual facilities by GAi. SMOKE runs with these spatio-temporal allocations covering criteria pollutants NH3, PM and TOG.

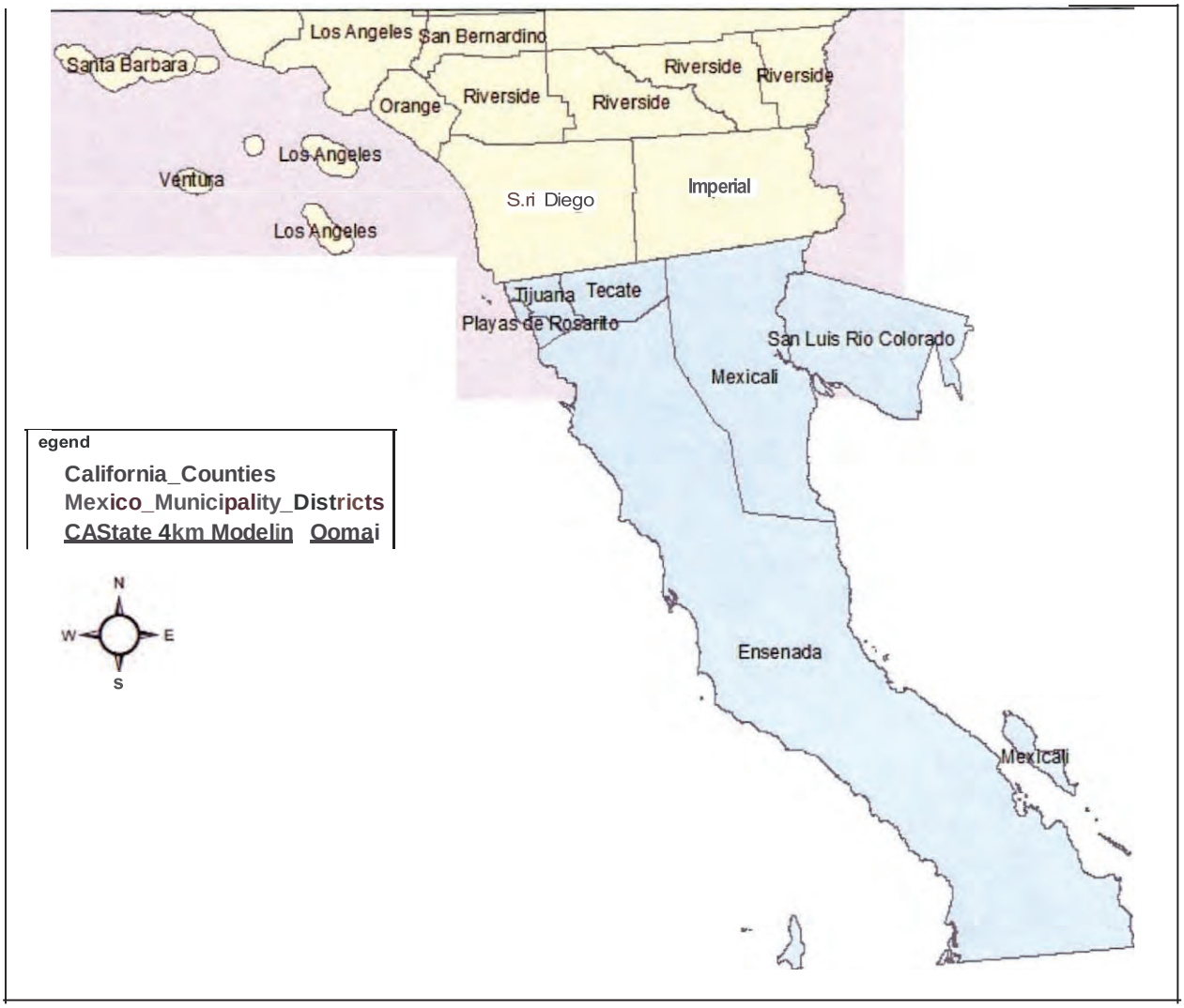
G. Northern Mexico Emissions

Transboundary flow of pollutants between California and Mexico must be considered and accounted for in air quality simulations of Southern California. Affected areas in California include the border regions of San Diego, Imperial and given the right meteorological conditions, more northern counties such as Riverside, Orange, and Los Angeles. As a result, emissions within the five municipal districts of Mexico's State of Baja California and one municipal district in Sonora must be included when running regional air quality models on the California Statewide Domain.

CARB's Mexico emissions inventory for area, point and non-road emission sources have been processed using an updated inventory developed by Eastern Research Group Inc. (ERG). This inventory is based on the 2014 Mexico National Emissions Inventory (MNEI) with additional improvements made by ground truthing agricultural burning, brick kilns and improving methods to calculate idling mobile emissions at the border entries (ERG, 2019). Base year 2017 emission estimates were developed by projecting the 2014 emissions to 2017. Future year 2037 emissions estimates were developed by interpolating 2014, 2020 and 2025 emission estimates to 2037.

For mobile sources, the U.S. EPA on-road emissions model SMOKE-MOVES {Sparse Matrix Operator Kernel Emissions - Motor Vehicle Emission Simulator) Mexico was used to produce an on-road emissions inventory. The on-road sector is reflective oftrue 2017 emissions. Future year 2037 emission estimates used the U.S. EPA on-road emissions model SMOKE-MOVES Mexico for future year 2028. SMOKE-MOVES is more comprehensive than the data provided for the on-road sector in the 2014 MNEI, and after discussions with U.S. EPA it was suggested to use SMOKE-MOVES over the 2014 MNEI estimates.

Figure 4: Outline of Mexico municipalities included in California air quality simulations. The grey box outlines the boundaries of the CAState_4km modeling domain



Under contract to CARB, ERG recently completed an update to the spatial distribution of Mexico's area, non-road and on-road emissions (ERG, 2019). These updates include additional spatial surrogates such as the location of brick kilns, bakeries, ports, airports etc. for the state of Baja California. In addition, the project supports large improvements on emission estimates at two major border crossings (ERG, 2019). These updates have been included in the base and future year inventories and the surrogates used are listed in Table 9.

EPA's National Emission Inventory (NEI) has been used by ARB as a foundation for identifying spatial surrogates that will aid in allocating emissions in the northern part of Mexico. While searching for improved surrogates, different online databases were investigated to find shapefiles relevant to established source sectors. The updated population surrogate was pulled from Institute Nacional de Estadfstica y Geograffa (INEGI) using information from Mexico's 2010 Population and Housing Census. INEGI provides spatial information about Mexico such as resources, population, and land use. The population surrogate was also used to update the following residential heating sources: wood,

distillate oil, coal, and LP gas. The total road miles surrogate that is used to spatially allocate on-road emissions was also updated using data provided by INEGI's dataset containing information on urban and rural roads and highways. Agriculture and forests spatial surrogates were updated using the same dataset from Comisi6n Nacional Forestal (CONAFOR). Using satellite images taken by the MODIS sensor (Moderate Resolution Imaging Spectroradiometer), the resulting vector data set from CONAFOR was produced to characterize Mexico's land. The border crossings surrogate was updated using statistics from the U.S. Bureau of Transportation, which provided points of entry along California and Mexico's border. Once the shapefiles were collected, they were converted to the standard projection used in CARB's modelling. These EPA-based surrogates are used within the state of Sonora, which was not covered in the ERG contract, and as secondary spatial allocation for the state of Baja CA. Table 10 lists the EPA-based Mexico surrogates dated as of May 2018.

Table 9: List indicating ERG developed spatial surrogates for the state of Baja California

Spatial Surrogate ID	**Description**	**Year**
100	Mexicali Agriculture	2014
110	Mexicali Agburn	2014
111	Mexicali Agburn Asparagus	2014
112	Mexicali Agburn Bermuda	2014
113	Mexicali Agburn Wheat	2014
120	Airports	2014
130	Autoshop	2014
140	Bakeries	2014
150	Border Crossing	2014
160	Brick Kilns	2014
170	Charbroiling	2014
180	Feedlots	2014
190	Gas Stations	2014
200	Graphic Arts	2014
210	Hospitals	2014

Spatial Surrogate ID	Description	Year
220	Landfills	2014
230	Total Population	2014
231	Rural Population	2014
232	Urban Population	2014
240	Ports	2014
250	Railroads	2014
260	Wastewater	2014
270	Windblown Dust	2014

Table 10: List of EPA's Mexico surrogates as of May 2.018

#	Surrogate	Year	Shapefile	Weight field
10	Population	2010	north_mexico_population.shp	population
12	Housing	2010	north_mexico__population.shp	population
14	Residential Heating Wood	2010	north_mexico__population.shp	population
16	Residential Heating Distillate Oil	2010	north_mexico_population.shp	population
18	Residential Heating Coal	2010	north_mexico_population.shp	population
20	Residential Heating LP Gas	2010	north_mexico_population.shp	population
22	Total Road Miles	2011	MEX_roads.shp	WEIGHT
24	Total Railroad Miles	2000	mexico_rr_MM5.shp	LENGTH
26	Total Agriculture	2015	MEX_agriculture.shp	WEIGHT
28	Forest Land	2015	MEX_Forests.shp	WEIGHT
30	Land Area	2000	REPMEX_ES_HEAT1_MM5.shp	P00l

#	Surrogate	Year	Shapefile	Weight field
32	Commercial Land	1999	com_ind_viv_MMS.shp	A500_2000
34	Industrial Land	1999	com_ind_viv_MMS.shp	A505_2000
36	Commercial Plus Industrial	1999	com_ind_viv_MMS.shp	ASl0_:1000
38	Commercial plus Industrial Land	1999	com_ind_viv_MMS.shp	A515_2000
40	Residential Commercial Industrial Institutional	1999	com_ind_viv_MMS.shp	a535_2000
42	Personal Repair	1999	REP_CRUCES_MMS.shp	a545_1999
44	Airports Area	1999	mexico_air_MMS.shp	WEIGHT
46	Marine Ports	1999	mexico_ports_MMS.shp	VALUE
48	Brick Kilns	1999	BOSQUE_LAD_MMS.shp	LAD_2000
50	Mobile Sources Border Crossing	2014	Border_Crossing_Years_MMS.shp	Y20**

H. Western States Emissions

In addition to transboundary flow from Mexico into California cities, pollutants can travel between various bordering states such as Nevada, Arizona, Oregon, Idaho, and Utah. The current statewide modeling domain includes grid cells that cover these regions and therefore emission estimates from the four major source sectors (area, point, non-road and on-road) need to be included for a complete California State modeling domain inventory. As CARB or California air districts are not responsible for the development of emission estimates in those geographic regions, the national emission inventory developed by the U.S. EPA was used.

CARB's Western US emissions inventory has been developed using the U.S. Environmental Protection Agency (EPA) 2011 National Emissions Inventory (NEI) platform version 3 with future year projections for 2017and 2028[1].

Base year 2017 emissions were developed with "2011v3 NEI 2017ek_cb6v2_v6_1lg" which are 2017 projections from the 2011 national emissions inventory version three, while the future year 2026 and 2032 emissions were processed from "2011v3 NEI 2028el_cb6v2_v6_11g" 2028 projections based on the 2011 National Emissions Inventory version three. Spatial and temporal allocations were applied

1 All inventory and ancillary files for spatial and temporal allocation are available for download at: ftp://newftp.epa.gov/air/emismod/2011/v3platform/ (U.S. EPA, 2018).

using the U.S. EPA ancillary files however, all spatial surrogates were processed through the spatial allocator tool with the California statewide map projection applied.

I. Application of Control Measure Reduction Factors

Future year on road vehicle emissions were adjusted to reflect statewide reduction commitments for CARB's Low NOx, ACT, and HD l&M for 2026 and 2032. 555 adjustments for on road were applied to the 2032 projected inventory. The on road adjustments are summarized in Section B.7.

V. Quality Assurance of Modeling Inventories

As mentioned in Section 11.C.1., base case modeling is intended to demonstrate confidence in the modeling system. Quality assurance of the data is necessary to detect outliers and potential problems with emission estimates. The most important quality assurance checks of the modeling emissions inventory are summarized in the following sections.

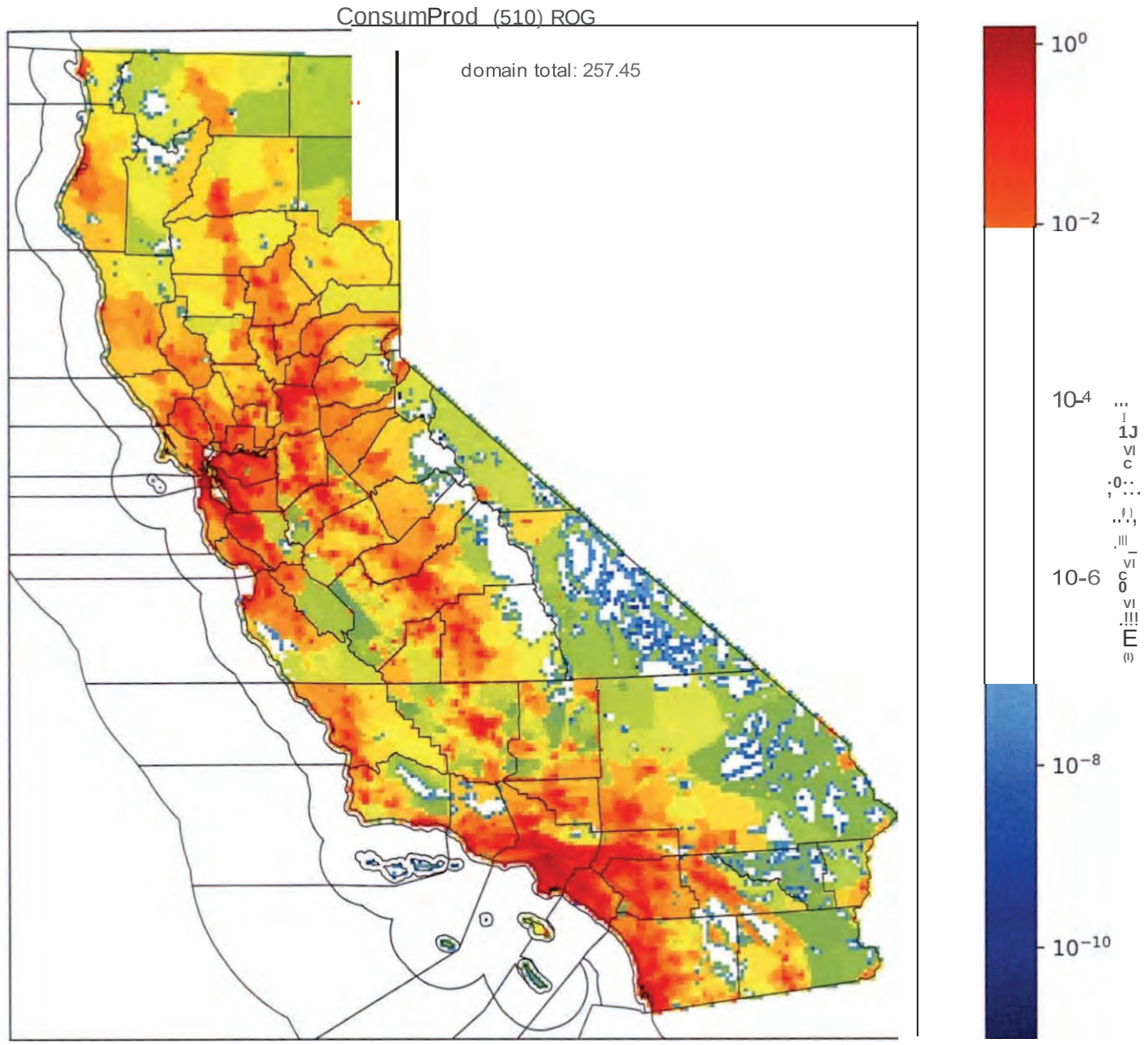
A. Area and Point Sources

All SMOKE inputs are subject to extensive quality assurance procedures performed by CARB staff. Annual and forecasted emissions are carefully reviewed prior to running SMOKE. CARB and.district staff review data used to calculate emissions along with other ancillary data, such as temporal profiles and the location of facilities and assignment of SCC to each process. Growth and control information is reviewed and updated as needed.

We also compare annual average emissions from CEPAM with planning inventory totals to ensure data integrity. The pfanning and modeling inventories start with the same annual average emissions. The planning inventory is developed for an average summer day and an average winter day, whereas the modeling inventory processes daily emissions. Both inventory types use the same temporal data described in Section 111.B. The summer planning inventory uses the monthly throughputs from May through October. Similarly, the winter planning inventory uses the monthly throughputs from November through April. The modeling inventory produces emissions for every day of the year.

Annual, gridded emissions totals are plotted on the statewide modeling domain and visually inspected to check the spatial allocation of emissions. Spatial plots by source category like the one shown in Figure 5 are carefully screened for proper spatial distribution of emissions.

Figure 5: Example of an ROG spatial plot by source category (Consumer Products)



Before air quality model-ready emissions files are generated by SMOKE, the run configurations and parameters set within the SMOKE environment are checked for consistency for both the reference and future years.

To aid in the quality assurance process, SMOKE is configured to generate inventory reports of temporally, chemically, and spatially resolved emissions inventories. CARB staff utilize the SMOKE reports by checking emissions totals by source category and region. Staff also create and analyze time series plots and compare aggregate emissions totals with the pre-SMOKE emissions totals obtained from CEPAM.

Checks for missing or invalid temporal assignments are conducted to ensure accurate temporal allocation of emissions. Special attention is paid to checking monthly throughputs and appropriate monthly temporal distribution of emissions for each source category. In addition, checks for time-invariant temporal assignments are done for certain source categories and suitable alternate temporal assignments are determined and applied.

Further improvements to temporal profiles used in the allocation of area source emissions are performed using suitable alternate temporal assignments determined by CARS staff. Select sources from manufacturing and industrial, degreasing, petroleum marketing, mineral processes, consumer products, residential fuel combustion, farming operations, aircraft, off-road equipment, and commercial harbor craft sectors are among the source categories included in the application of adjustments to temporal allocation.

B. On-road Emissions

There are several processes to conduct quality assurance of the on-road mobile source modeling inventory at various stages of the inventory processing. The specific steps taken are described below.

- Plot MPO provided data spatially to find any missing or incomplete links.
- Compare spatial distribution of *VMT* between on and off-peak periods for each MPO.
- Generate time series plots for the on-road emissions files to check the diurnal pattern.
- Compare the daily total emissions for the on-road emissions files and the EMFAC 2017 emissions files for each county to ensure that the emissions are the same.
- Generate the spatial plot for the on-road emissions files to check if there were any missing emissions.

C. Aircraft Emissions

There are two steps to conduct quality assurance of aircraft emissions.

- Compare the daily total emissions for the aircraft emissions files and the raw emissions files for each county to ensure that the emissions are the same.
- Generate the spatial plot for the aircraft emissions files to check if there were any missing emissions.

D. Day-specific Sources

1. Wildfires

GIS records for 413 wildfires, 166 prescribed wildland burn events, and 28 wildland fires use reported for 2018 were downloaded from *The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program {FRAP}* and imported to a geodatabase. Data fields included wildfire or burn project name, burned area, and start and end dates. A series of geoprocessing steps were used to map and overlay wildfire and prescribed burn footprint polygons on the statewide vegetation fuels (FCCS) and moisture raster datasets, to retrieve associated fuel loadings and moisture values for use as

input to FOFEM. Wildfire and prescribed burn footprint polygons were also overlaid on the statewide 4-km modeling grid to assign grid cell IDs to each wildfire and prescribed burn. Emission estimates for each wildfire and prescribed burn event were generated by FOFEM and summarized in an Access database. To check the location of the fires and the daily total emissions, a script is used to make a netCDF file from the stack file and the 2-D hourly emissions file for each day. The spatial plot and the daily total emissions from processing the netCDF file are then compared to the raw fire emissions data to check for accuracy.

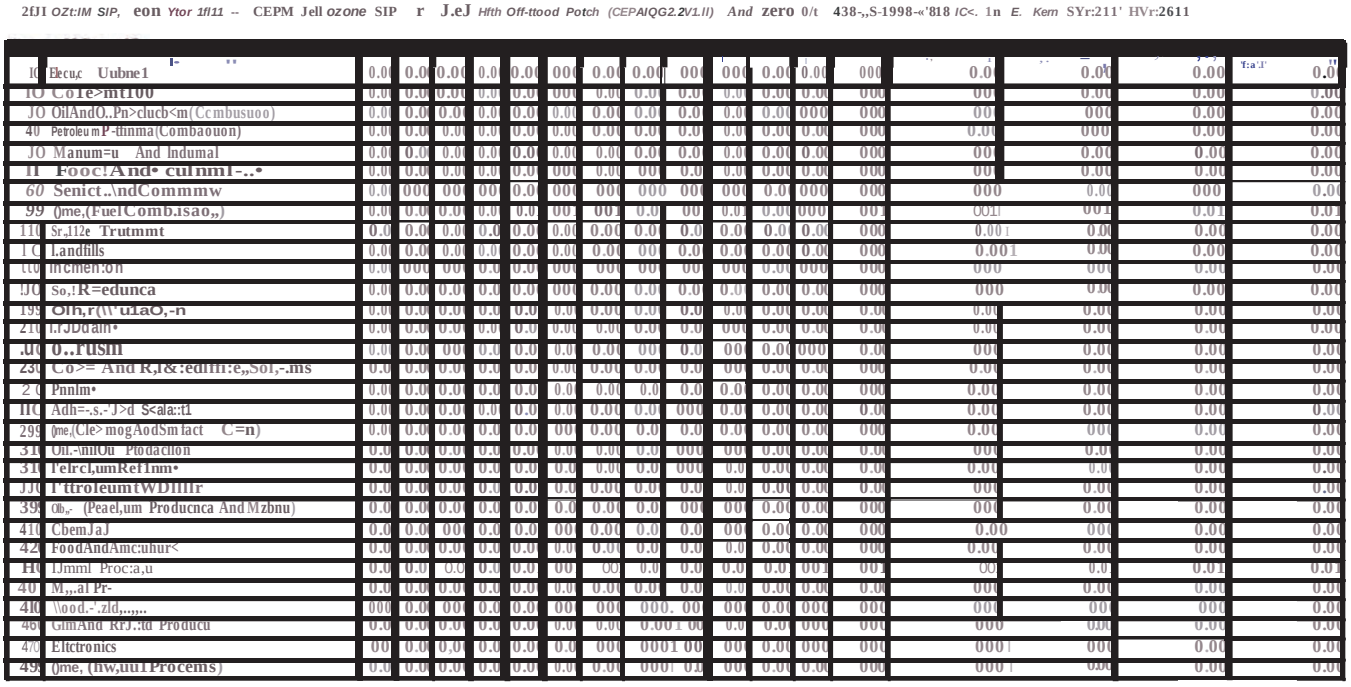
2. Agricultural Burning

Checks were done to verify the quality of the agricultural burn data. The day-specific emissions from agricultural burning were compared to the emissions from CEPAM for each county to check for agreement between the planning and modeling inventories. Time series plots were reviewed for each county to see those days when burning occurred matched the days provided by the local air district. For each county, a few individual fires were calculated by hand starting from the raw data through all the steps to the final model-ready emissions files to make sure the calculations were done correctly. Spatial plots were made to verify the location of each burn.

E. Additional Quality Assurance

In addition to the quality assurance described above, comparisons are made between annual average inventories from CEPAM and modeling inventories. The modeling inventory shows emissions by month and subsequently calculates the annual average for comparison with CEPAM emissions. Annual average inventories and modeling inventories can be different, but differences should be well understood. For example, modeling inventories are adjusted to reflect different days ofthe week for on-road motor vehicles as detailed in Section IV.B; since weekend travel is generally less than weekday travel, modeling inventory emissions are usually lower when compared to annual average inventories from CEPAM. Figure 6 is an example of a QA report that summarizes NOx emissions by category for EIC3 10 through 499 for Mariposa County. The report compares the monthly and annual processed emissions totals against CEPAM. Please note that this report is only an example since emissions have been updated from what is displayed here.

Figure 6: Comparison of inventories report

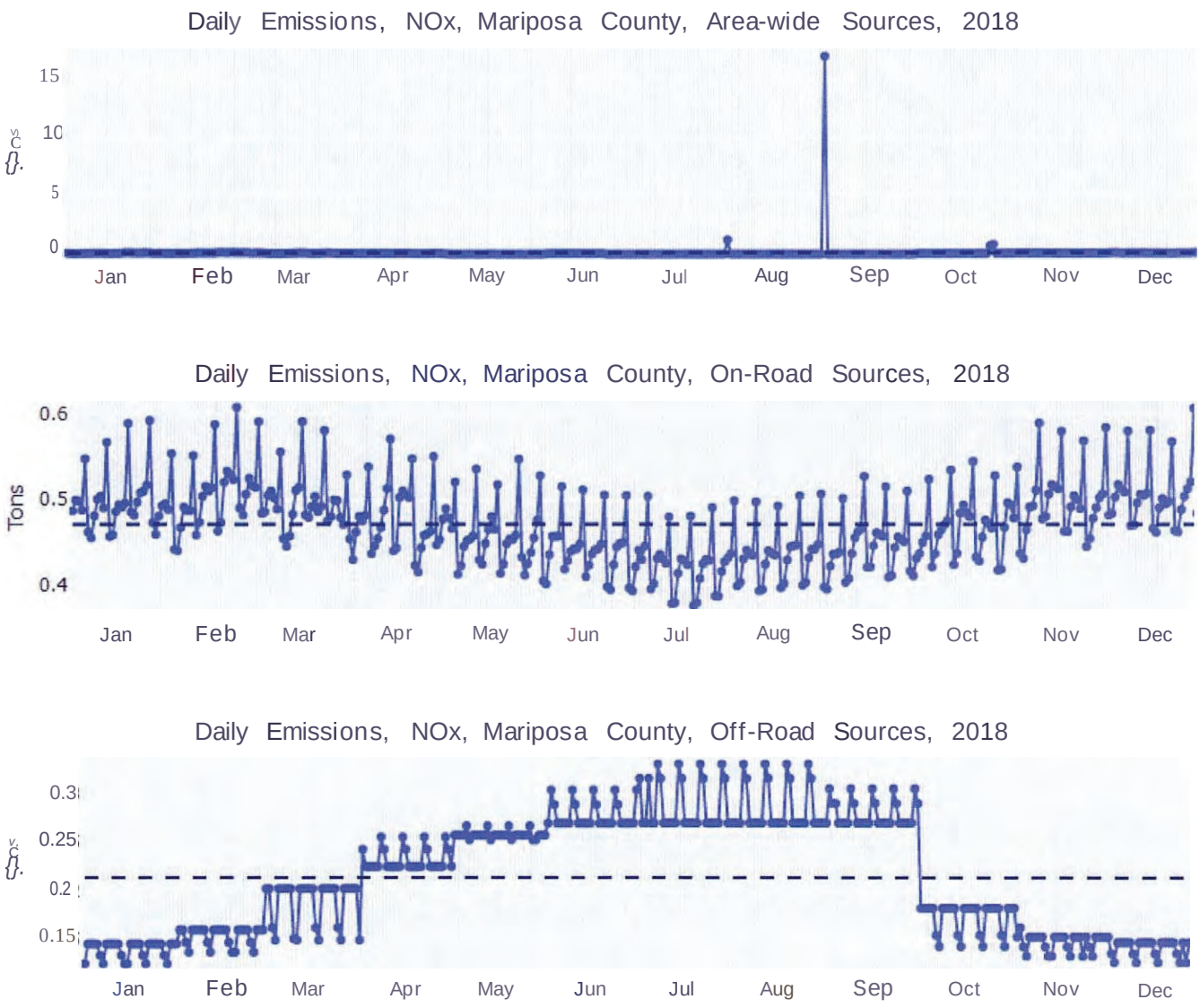


Notes:

- CEPAM refers to annual average emissions from 2019 SIP Baseline Emission Inventory Tool with external adjustments: *CEPAM External Adjustment Reporting Tool*
- Monthly gridded emissions come from GeoVAST mo-yr/avg tabular summary - gid 657.

Staff also review how modeling emissions vary over a year. Figure 7 provides an example of a modeling inventory time series plot for Mariposa County for area-wide sources, on-road sources, and off-road sources. Again, this figure is only an example.

Figure 7: Daily variation of NOx emissions for sources in Mariposa County in 2018



F. Model-ready Files Quality Assurance

Prior to developing the modeling inventory emissions files used in the photochemical models, the same model-ready emissions files developed for the individual source categories (e.g., on-road, area, point, day-specific sources) are checked for quality assurance. Extensive quality assurance procedures are already performed by CARB staff on the intermediate emissions files (e.g., SMOKE-generated reports); however, further checks are needed to ensure data integrity is preserved when the model-ready emissions files are generated from those intermediate emissions files. Figure 8 shows the share of area, on-road, and point sources contribution to annual NOx emissions are shown for the San Joaquin Valley in 2018. These same sources are shown as a daily timeseries for the San Joaquin Valley in Figure 9. These figures are only examples and do not reflect the inventory totals used for SIP attainment modeling.

Figure 8: Annual processed emissions example for 2018 San Joaquin Valley NOx for area, on-road, and point sources.

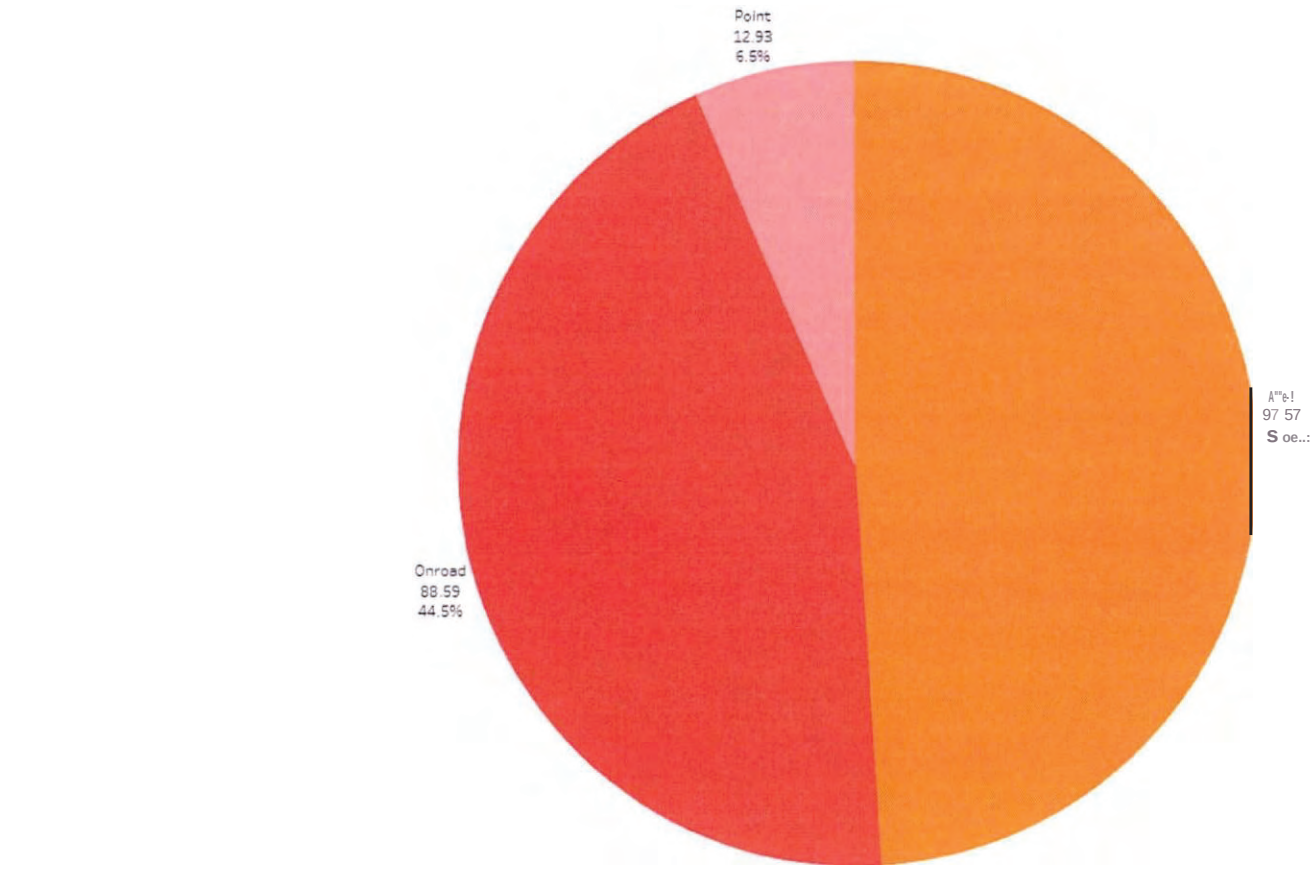
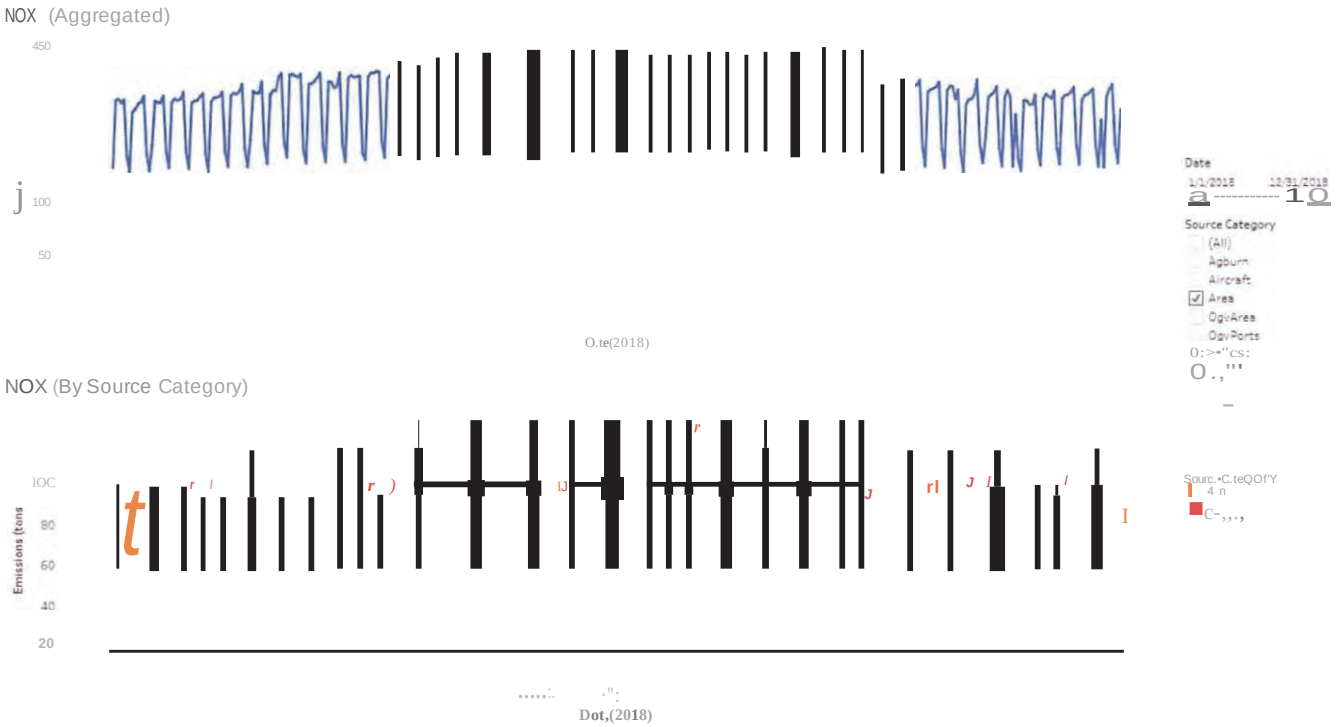


Figure 9: Example timeseries plot for daily 2018 NOx emissions from area, on-road, and point sources for San Joaquin Valley



Comparisons of the totals for both the intermediate and model-ready emissions files are made. Emissions totals are aggregated spatially, temporally, and chemically to single-layer, statewide, daily values by inventory pollutant. Spatial plots are also generated for both the intermediate and model-ready emissions files using the same graphical utilities and aggregated to the same spatial, temporal, and chemical resolution to allow equal comparison of emissions. Any discrepancies in the emissions totals are reconciled before proceeding with the development of the model-ready inventory emissions files.

Before combining the model-ready emissions files of the individual source category inventories into a single model-ready inventory, they are checked for completeness. Most sources should have emissions for every day in the modeling period. Exceptions to this apply to sources like fires since burning (natural or planned) does not occur every day. It is important that during these checks source inventories with missing files are identified and resolved. Once all constituent source inventories are complete, they are used to develop the model-ready inventory used in photochemical modeling. When the modeling inventory files are generated, log files are also generated documenting the constituents of each daily model-ready emissions file as an additional means of verifying that each daily model-ready inventory is complete.

VI. References

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VII. Appendix A: Day-of-week Redistribution Factors by Vehicle Type and County

The factors shown in Table 11 represent the "day-of-week" factors for a broad vehicle class: LD is Light-Duty, LM is Light- and Medium-Duty Trucks, and HH is Heavy Heavy-Duty Trucks.

Table 11: Day-of-week adjustment by vehicle class and county

County	Day of Week	LD	LM	HH
Mariposa	Sunday	1.201	0.824	0.418
Mariposa	Monday	1.006	0.949	0.914
Mariposa	Tues/Wed/Thurs	1.000	1.000	1.000
Mariposa	Friday	1.246	1.086	1.014

County	Day of Week	LD	LM	HH
Mariposa	Saturday	1.218	0.806	0.445
Mariposa	Holiday	1.117	0.939	0.837

VIII. Appendix B: Hour-of-day Profiles by Vehicle Type and County

The factors shown in the table below represent the differently hourly profiles for different days of the week for each county for a broad vehicle class: LD is Light-Duty, LM is Light- and Medium-Duty Trucks, and HH is Heavy Heavy-Duty Trucks. Hourly profiles for LD, LM, and HH by day of week are shown in Table 12.

Table 12: Hour-of-day profiles for LD, LM, and HH vehicle types in Mariposa County

Day of Week	Hour	Mariposa LO	Mariposa LM	Mariposa HH
Sunday	0	0.010	0.014	0.032
Sunday	1	0.007	0.011	0.024
Sunday	2	0.005	0.011	0.022
Sunday	3	0.004	0.010	0.021
Sunday	4	0.004	0.010	0.020
Sunday	5	0.007	0.013	0.021
Sunday	6	0.012	0.019	0.026
Sunday	7	0.019	0.023	0.029
Sunday	8	0.032	0.035	0.038
Sunday	9	0.051	0.051	0.053
Sunday	10	0.067	0.067	0.071
Sunday	11	0.080	0.081	0.085
Sunday	12	0.083	0.081	0.076
Sunday	13	0.085	0.082	0.074
Sunday	14	0.085	0.083	0.069
Sunday	15	0.084	0.081	0.066
Sunday	16	0.082	0.079	0.060
Sunday	17	0.076	0.070	0.053
Sunday	18	0.064	0.056	0.043
Sunday	19	0.049	0.043	0.035

Day of Week	Hour	Mariposa LD	Mariposa LM	Mariposa HH
Sunday	20	0.038	0.033	0.024
Sunday	21	0.026	0.022	0.020
Sunday	22	0.017	0.014	0.017
Sunday	23	0.010	0.010	0.020
Monday	0	0.006	0.010	0.017
Monday	1	0.004	0.009	0.016
Monday	2	0.003	0.009	0.016
Monday	3	0.005	0.011	0.019
Monday	4	0.008	0.017	0.024
Monday	5	0.019	0.028	0.036
Monday	6	0.036	0.041	0.050
Monday	7	0.051	0.044	0.065
Monday	8	0.053	0.056	0.068
Monday	9	0.059	0.065	0.080
Monday	10	0.067	0.074	0.087
Monday	11	0.071	0.075	0.082
Monday	12	0.074	0.074	0.080
Monday	13	0.074	0.075	0.075
Monday	14	0.077	0.076	0.065
Monday	15	0.082	0.076	0.058
Monday	16	0.081	0.073	0.045

Day of Week	Hour	Mariposa LD	Mariposa LM	Mariposa HH
Monday	17	0.071	0.059	0.035
Monday	18	0.052	0.042	0.023
Monday	19	0.037	0.030	0.017
Monday	20	0.027	0.022	0.013
Monday	21	0.020	0;016	0.010
Monday	22	0.015	0.012	0.009
Monday	23	0.009	0.007	0.010
Tues/Wed/Thurs	0	0.005	0.009	0.018
Tues/Wed/Thurs	1	0.003	0.008	0.017
Tues/Wed/Thurs	2	0.002	0.009	0.017
Tues/Wed/Thurs	3	0.003	0.010	0.022
Tues/Wed/Thurs	4	0.006	0.014	0.025
Tues/Wed/Thurs	5	0.018	o.028	0.039
Tues/Wed/Thurs	6	0.037	0.042	0.053
Tues/Wed/Thurs	7	0.053	0.047	0.064
Tues/Wed/Thurs	8	0.054	0.057	0.071
Tues/Wed/Thurs	9	0.059	0.065	0.076
Tues/Wed/Thurs	10	0.064	0.069	0.081
Tues/Wed/Thurs	11	0.067	0.070	0.077
Tues/Wed/Thurs	12	0.069	0.071	0.074
Tues/Wed/Thurs	13	0.072	0.074	0.074

Day of Week	Hour	Mariposa LD	Mariposa LM	Mariposa HH
Tues/Wed/Thurs	14	0.077	0.076	0.067
Tues/Wed/Thurs	15	0.083	0.078	0.058
Tues/Wed/Thurs	16	0.082	0.075	0.048
Tues/Wed/Thurs	17	0.074	0.061	0.037
Tues/Wed/Thurs	18	0.053	0.044	0.023
Tues/Wed/Thurs	19	0.038	0.031	0.016
Tues/Wed/Thurs	20	0.029	0.025	0.012
Tues/Wed/Thurs	21	0.023	0.018	0.010
Tues/Wed/Thurs	22	0.017	0.013	0.010
Tues/Wed/Thurs	23	0.010	0.008	0.010
Friday	0	0.005	0.009	0.019
Friday	1	0.003	0.008	0.019
Friday	2	0.002	0.008	0.019
Friday	3	0.002	0.008	0.021
Friday	4	0.005	0.013	0.024
Friday	5	0.013	0.023	0.037
Friday	6	0.026	0.035	0.049
Friday	7	0.039	0.040	0.060
Friday	8	0.043	0.049	0.068
Friday	9	0.049	0.057	0.073
Friday	10	0.058	0.063	0.078

Day of Week	Hour	Mariposa LD	Mariposa LM	Mariposa HH
Friday	11	0.064	0.069	0.077
Friday	12	0.066	0.071	0.076
Friday	13	0.071	0.074	0.077
Friday	14	0.076	0.077	0.070
Friday	15	0.083	0.079	0.060
Friday	16	0.083	0.077	0.050
Friday	17	0.075	0.064	0.038
Friday	18	0.062	0.051	0.025
Friday	19	0.050	0.039	0.018
Friday	20	0.041	0.030	0.013
Friday	21	0.036	0.025	0.010
Friday	22	0.030	0.019	0.011
Friday	23	0.018	0.012	0.009
Saturday	0	0.010	0.015	0.027
Saturday	1	0.007	0.012	0.023
Saturday	2	0.005	0.011	0.022
Saturday	3	0.004	0.010	0.025
Saturday	4	0.005	0.013	0.028
Saturday	5	0.010	0.021	0.034
Saturday	6	0.017	0.028	0.039
Saturday	7	0.029	0.036	0.053

Day of Week	Hour	Mariposa LD	Mariposa LM	Mariposa HH
Saturday	8	0.044	0.045	0.060
Saturday	9	0.059	0.061	0.071
Saturday	10	0.073	0.074	0.078
Saturday	11	0.081	0.077	0.083
Saturday	12	0.078	0.077	0.075
Saturday	13	0.075	0.072	0.060
Saturday	14	0.075	0.068	0.055
Saturday	15	0.075	0.068	0.052
Saturday	16	0.072	0.070	0.047
Saturday	17	0.066	0.063	0.040
Saturday	18	0.058	0.052	0.031
Saturday	19	0.047	0.041	0.026
Saturday	20	0.038	0.031	0.020
Saturday	21	0.031	0.025	0.016
Saturday	22	0.025	0.020	0.018
Saturday	23	0.016	0.013	0.018
Holiday	0	0.008	0.011	0.020
Holiday	1	0.005	0.009	0.018
Holiday	2	0.003	0.010	0.018
Holiday	3	0.004.	0.010	0.021
Holiday	4	0.005	0.012	0.020

Day of Week	Hour	Mariposa LD	Mariposa LM	Mariposa HH
Holiday	5	0.009	0.018	0.031
Holiday	6	0.018	0.023	0.038
Holiday	7	0.029	0.031	0.043
Holiday	8	0.041	0.044	0.056
Holiday	9	0.058	0.057	0.075
Holiday	10	0.076	0.083	0.087
Holiday	11	0.084	0.086	0.088
Holiday	12	0.085	0.087	0.089
Holiday	13	0.083	0.081	0.078
Holiday	14	0.080	0.074	0.068
Holiday	15	0.078	0.074	0.060
Holiday	16	0.078	0.072	0.049
Holiday	17	0.071	0.066	0.041
Holiday	18	0.057	0.049	0.033
Holiday	19	0.043	0.040	0.022
Holiday	20	0.033	0.026	0.013
Holiday	21	0.024	0.018	0.011
Holiday	22	0.017	0.012	0.009
Holiday	23	0.010	0.008	0.010

IX. Appendix C: Additional Temporal Profiles

OGV temporal profiles were constructed based on 2016 port activities of all vessels, compiled by an in-house section in CARB. Fractions for the ports of Long Beach, Los Angeles, Oakland and San Diego were updated using aggregated AIS data from 2015 through 2019. All vessel types were grouped by port area boundary and divided into day of week and monthly activity fractions (Table 13 and Table 14). Some profiles are either area- or inline specific, others will be used by both area and inline sources. Activity data was not available for all ports; a flat (emissions are spread evenly across the time period) monthly and daily profile was used for those ports. A flat profile was also used to represent the hourly v·ariation for all OGV vessels at every port area/waters. The temporal profiles do not apply to OGV military, which assumes a flat at monthly, days of week, and hours of day intervals (see the profile labeled Elsewhere in the tables below). The areas labeled with a"+" received area source profile updates and **"*"** received inline only updates.

Table 13: OGV Monthly Profiles

Port areas/waters	Profile ID	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Eureka	M_EKA	0.000	0.000	0.000	0.000	0.167	**0.167**	0.167	0.000	0.167	0.167	0.167	0.000
Hueneme	M_NTD	0.065	0.088	0.090	0.093	0.095	0.083	0.083	O.D75	O.D78	0.080	0.088	0.085
Carquinez	M_CAR	0.068	0.076	0.080	0.076	0.087	0.093	0.090	0.085	0.085	0.090	0.075	0.095
Oakland	M_OAK	0.084	0.088	**0.081**	0.078	0.081	0.084	0.084	0.090	0.081	0.090	0.080	0.079
Redwood City	M_RWC	0.055	0.018	**0.091**	0.091	0.127	0.073	0.055	**0.127**	0.091	0.091	0.036	0.145
Richmond	M_RCH	0.083	0.092	0.086	0.081	0.086	0.095	0.083	0.097	O.D75	0.062	0.084	0.076
Sacramento	M_SAC	0.018	0.036	0.018	0.054	0.054	0.089	0.036	0.036	0.054	0.071	0.482	0.054
San Diego	M_SGQ	0.081	0.078	0.077	0.086	0.088	0.093	0.085	0.075	0.088	0.086	0.082	0.082
San Francisco	M_SFO	0.070	0.071	0.074	0.080	0.095	0.093	0.071	0.087	0.080	0.087	0.091	0.100
Stockton	M_SCK	0.083	0.088	0.083	0.074	0.111	0.101	0.060	0.101	0.055	0.083	0.092	0.069
Elsewhere	1	0.083	0.083	0.083	0.083	0.083	0.083	0.083	0.083	0.083	0.083	0.083	0.083
Waters of IA County+	M_6059	0.093	0.071	0.084	0.088	0.084	O.D75	0.080	0.091	0.074	0.087	0.081	0.092
El Segundo"'	M_EL5	0.104	**0.055**	0.084	0.093	0.086	0.066	O.D75	0.104	0.066	0.090	**0.075**	0.104
Port of Los Angeles*	M_LAX	0.087	0.088	**0.087**	0.087	0.084	0.083	**0.081**	0.082	**0.081**	**0.079**	0.081	0.081

Port areas/waters	Profile ID	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Port of Long Beach*	**M_LGB**	**0,084**	0.086	0.082	0.083	**0.081**	**0.087**	0.084	0.082	0.086	0.084	0.081	0.080

Table 14: OGV Weekly Profiles

Port Areas/Waters	Profile ID	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Eureka	W_EKA	0.500	0.000	0.333	0.000	0.000	0.000	0.167
Hueneme	W_NTD	0.113	0.145	0.205	0.160	0.108	0.115	0.155
Carquinez	W_CAR	0.178	0.131	0.146	0.163	0.136	0.126	0.121
Oakland	W_OAK	0.150	0.151	0.161	0.151	0.135	0.121	0.130
Redwood City	W_RWC	0.109	0.127	0.200	0.091	0.218	0.109	0.145
Richmond	W_RCH	0.167	0.153	0.142	0.126	0.161	0.129	0.122
Sacramento	W_SAC	0.179	0.250	0.089	0.143	0.161	0.071	0.107
San Diego	W_SGQ	0.150	0.162	0.169	0.142	0.129	0.117	0.131
San Francisco	W_SFO	0.155	0.138	0.153	0.137	0.127	0.143	0.146
Stockton	W_SCK	0.152	0.147	0.106	0.157	0.161	0.106	0.171
Elsewhere	7	0.143	0.143	0.143	0.143	0.143	0.143	0.143
Waters of LA County+	W_6059	0.143	0.132	0.152	0.150	0.139	0.148	0.135
El Segundo*	W_ELS	0.137	0.137	0.154	0.148	0.137	0.145	0.143
Port of Los Angeles*	W_LAX	0.142	0.145	0.153	0.155	0.150	0.135	0.121
Port of Long Beach*	W_LGB	0.138	0.140	0.148	0.147	0.152	0.144	0.132

X. Appendix D: Spatial Surrogate Assignments

The primary spatial surrogate for each EICSUM and the corresponding data source are listed in Table 15 below.

Table 15: Primary surrogate assignment at the EICSUM level, description, and data source

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
10	Electric Utilities	302	UCD Industrial	Longitudinal Employer-Household Dynamics (LEHD)
20	**Cogeneration**	302	UCO Industrial	Longitudinal Employer-Household Dynamics (LEHO)
30	Oil and Gas Production (Combustion)	211	Gas Well	California Department of Conservation, Division of Oil, Gas and Geothermal **Resources**
30	Oil and Gas Production (Combustion)	431	Oilwell	Division of Oil, Gas, And Geothermal **Resources**
SO	Manufacturing and Industrial	302	UCO Industrial	Longitudinal Employer-Household Dynamics (LEHO)
52	Food and Agricultural Processing	720	Farm Road Vehicle Miles Traveled	Department of Pesticide Regulation
60	Service and Commercial	621	UCO Service, **Commercial,** Employment	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
99	Other (Fuel Combustion)	302	UCO Industrial	Longitudinal Employer-Household Dynamics (LEHO)
110	Sewage Treatment	470	Publicly Owned Treatment Works	State Water Resources Control Board
120	Landfills	341	Landfills	Calrecyle - Solid Waste Information System (Swis) Dataset
130	**Incinerators**	302	UCO Industrial	Longitudinal Employer-Household Dynamics (LEHO)

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
140	Soil Remediation	302	UCD Industrial	Longitudinal Employer-Household Dynamics (LEHD)
199	Other (Waste Disposal)	343	Compost	Calrecyle - Solid Waste Information System (SWIS) Dataset
199	Other (Waste Disposal)	390	Nonirrigated Pastureland	National Land Cover Database (NLCD)
199	Other (Waste Disposal)	470	Publicly Owned Treatment Works	State Water Resources Control Board
210	Laundering	150	Drycleaners	Dun & Bradstreet's Market Insight Database
220	Degreasing	120	Autobody Shops	Dun & Bradstreet's Market Insight Database
220	Degreasing	302	UCD Industrial	Longitudinal Employer-Household Dynamics (LEHD)
230	Coatings and Related Process Solvents	120	Autobody Shops	Dun & Bradstreet's Market Insight Database
230	Coatings and Related Process Solvents	743	Wood Furniture	Dun & Bradstreet's Market Insight Database
230	Coatings and Related Process Solvents	302	UCD Industrial	Longitudinal Employer-Household Dynamics (LEHD)
240	Printing	731	Print	Dun & Bradstreet's Market Insight Database
250	Adhesives and Sealants	302	UCD Industrial	Longitudinal Employer-Household Dynamics (LEHD)
299	Other (Cleaning and Surface Coatings)	302	UCD Industrial	Longitudinal Employer-Household Dynamics (LEHD)
310	Oil and Gas Production	211	Gas well	California Department of Conservation, Division of Oil, Gas and Geothermal **Resources**

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
310	Oil and Gas Production	431	Oilwell	**California Department of Cons!;!rvation,** Division of Oil, Gas and Geothermal **Resources**
330	Petroleum Marketing	460	Ports	(US DOT)/Bureau of Transportation Statistics' (BTS's) National Transportation Atlas Database (NTAD)
330	Petroleum Marketing	200	Gas Stations	Dun & Bradstreet's Market Insight Database
330	Petroleum Marketing	520	Refineries and Tank Farms	FEMA and the ARB CEIDAR Database
330	Petroleum Marketing	214	Gas Distribution	U.S. Energy Information Administration
399	Other (Petroleum Production and Marketing)	200	Gas Stations	Dun & Bradstreet's Market Insight Database
410	Chemical	741	Plastic	Dun & Bradstreet's Market Insight Database
420	Food and Agriculture	680	**Wineries**	Dun & Bradstreet's Market Insight Database
420	Food and Agriculture	320	Irrigated Cropland	National Land Cover Database (NLCD)
430	Mineral Processes	590	Sand and Gravel **Mines**	National Atlas
440	Metal Processes	738	Metal Parts	Dun & Bradstreet's Market Insight Database
450	Wood And Paper	732	Wood	Dun & Bradstreet's Market Insight Database
499	Other (Industrial Processes)	302	UCO Industrial	Longitudinal Employer-Household Dynamics (LEHO)
500	Solvent Evaporation Unspecified	441	UCD Population	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
510	**Consumer Products**	550	Residential and Nonresidential Change Industrial Employment	Council of Government (Cog) Housing and Employment
510	Consumer Products	252	UCD Total Housing	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
510	Consumer Products	280	Housing and **Restaurants**	Combo: Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data and Dun & Bradstreet Market Insight
510	Consumer Products	260	Housing and Autobody	Combo: Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data and Dun & Bradstreet Market Insight
510	Consumer Products	120	Autobody Shops	Dun & Bradstreet's Market Insight Database
510	Consumer Products	739	Other Coatings	Dun & Bradstreet's Market Insight Database
510	Consumer Products	270	Housing and Commercial Employment	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
510	Consumer Products	651	UCD Single Family Housing	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
510	Consumer Products	450	Population, **Commercial** Employment and Hospitals	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data and ESRI

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
510	Consumer Products	672	Developed Land High Density	National Land Cover Database (NLCD)
520	Architectural Coatings and Related Process Solvents	230	HE Square Feet	Council of Government (COG) Housing and Employment
520	Architectural Coatings and Related Process Solvents	270	Housing and Commercial Employment	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
520	Architectural Coatings and Related Process Solvents	110	All Paved Roads	Tiger Geodatabases from U.S. Census **Bureau**
530	Pesticides/Fertilizers	230	HE Square Feet	Council of Government (COG) Housing and Employment
530	Pesticides/Fertilizers	512	Pesticides No Methyl Bromide	Department of Pesticide Regulation
530	Pesticides/Fertilizers	514	Pesticides Methyl Bromide	Department of Pesticide Regulation
530	Pesticides/Fertilizers	732	Wood	Dun & Bradstreet's Market Insight Database
540	Asphalt Paving/ Roofing	588	UCD On-road Construction	Caltrans Highway Construction Projects Dataset (Line)
610	Residential Fuel Combustion	573	Fireplaces	Digital Map Products 2017 Parcel Data
610	Residential Fuel Combustion	572	Residential Liquid Petroleum Gas Heating	US Census American Community Survey (ACS)
620	Farming Operations	356	Horse Ranches	CARB Green House Gas Inventory Group
620	Farming Operations	320	Irrigated Cropland	National Land Cover Database (NLCD)
620	Farming Operations	690	Land Prep	Department of Pesticide Regulation

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
630	Construction and Demolition	588	UCD On-road Construction	Caltrans Highway Construction Projects Dataset (Line)
630	Construction and Demolition	587	UCD Offroad Construction	Storm Notice of Intent (NOi) Dataset
640	Paved Road Dust	590	Sand and Gravel Mines	National Atlas
640	Paved Road Dust	610	Secondary Paved Roads	Tiger Geodatabases from U.S. Census Bureau
645	Unpaved Road Dust	384	Military Tactical	Federal Aviation Administration/ National Transportation Atlas Database (NTAD) And ESRI
645	Unpaved Road Dust	190	Forestland	National Land Cover Database (NLCD)
645	Unpaved Road Dust	720	Farm Road Vehicle Miles Traveled	Department of Pesticide Regulation
645	Unpaved Road Dust	660	Unpaved Roads	Tiger Geodatabases from U.S. Census Bureau
650	Fugitive Windblown Dust	391	Pasture	National Land Cover Database (NLCD)
650	Fugitive Windblown Dust	660	Unpaved Roads	Tiger Geodatabases from U.S. Census Bureau
650	Fugitive Windblown Dust	160	Dry Lake Beds	U.S. Geological Survey (USGS)
660	Fires	441	UCD Population	Metropolitan Planning Organization (MPO}/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
660	Fires	480	Primary Roads	Tiger Geodatabases from U.S. Census Bureau
670	Managed Burning and Disposal	674	Developed Land Low Density	National Land Cover Database (NLCD)

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
670	Managed Burning and Disposal	190	Forestland	National Land Cover Database (NLCD)
670	M·anaged Burning and Disposal	720	Farm Road Vehicle Miles Traveled	Department of Pesticide Regulation
680	Utility Equipment	651	UCO Single Family Housing	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
690	Cooking	561	Charbroiling	SJV APCD & Dun and Bradstreet Insight Market
699	Other (Miscellaneous Processes)	441	UCO Population	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
810	Aircraft	382	Military Aircraft	Federal Aviation Administration/ National Transportation Atlas Database (NTAD) And ESRI
810	Aircraft	100	Airports	Federal Aviation Administration and ESRI
810	Aircraft	140	Commercial Airports	Federal Aviation Administration, National Transportation Atlas Database (NTAD)
810	Aircraft	320	Irrigated Cropland	National Land Cover Database (NLCD)
820	**Trains**	491	Linehaul	ARB In-House Rail Modeling
820	**Trains**	360	Metrolink Lines	Federal Railroad Administration/ National Transportation Atlas Database (NTAD)
820	**Trains**	490	Rail Lines	Federal Railroad Administration/ National Transportation Atlas Database (NTAD)
820	**Trains**	361	Passenger Rail	Offroad Diesel Analysis Section, AQPSD

EJCSUM	EICSUM Name	Primary Surrogate JD	Primary Surrogate Name	Data Source of Primary Surrogate
820	**Trains**	501	Switcher Railyards	Off⁰Road Diesel Analysis Section, AQPSD: Union Pacific Railroad (Up) And Burlington Northern Santa Fe Railway (BNSF)
830	Ships and Commercial Boats	460	Ports	(US DOT)/Bureau of Transportation Statistics' (BTS's) National Transportation Atlas Database (NTAD)
830	Ships and Commercial Boats	431	Oilwell	Division of Oil, Gas, And Geothermal **Resources**
830	Ships and Commercial Boats	640	Ship Lanes	Marine Cadastre Automatic Identification System
833	Ocean Going Vessels	460	Ports	(US DOT)/Bureau of Transportation Statistics' (BTS's) National Transportation Atlas Database (NTAD)
833	Ocean Going Vessels	383	Military Ships	Marine Cadastre - Military Vessel
833	Ocean Going Vessels	640	Ship Lanes	Marine Cadastre Automatic Identification System
833	Ocean Going Vessels	642	Tanker	Marine Cadastre Automatic Identification System
833	Ocean Going Vessels	643	Passenger	Marine Cadastre Automatic Identification System
835	Commercial Harbor Craft	460	Ports	(US DOT)/Bureau of Transportation Statistics' (BTS's) National Transportation Atlas Database (NTAD)
835	Commercial Harbor Craft	332	**Ferries**	Ferry Company Websites and Google Maps
835	Commercial Harbor Craft	383	Military Ships	Marine Cadastre - Military Vessel
835	Commercial Harbor Craft	641	Crew Supply	Marine Cadastre Automatic Identification System

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
835	Commercial Harbor Craft	339	Dredge	Marine Cadastre Coastal Maintained Channels
840	Recreational Boats	338	Ocean Recreation Boats	Marine Cadastre Automatic Identification System - Pleasure Craft
840	Recreational Boats	651	UCD Single Family Housing	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
840	Recreational Boats	336	Ocean, Lakes and Recreation Boats	U.S. Geological Survey (USGS)
840	Recreational Boats	335	**Lakes, Rivers,** Recreation Boats	U.S. Geological Survey (USGS)
850	Off-Road Recreational Vehicles	220	Golf Courses	ESRI
850	Off-Road Recreational Vehicles	651	UCD Single Family Housing	Metropolitan Planning Organization (MPO)/Council of Government {COG) Data /California Statewide Travel Demand Model {CSTDM) Data
850	Off-Road Recreational Vehicles	660	Unpaved Roads	Tiger Geodatabases from U.S. Census Bureau
850	Off-Road Recreational Vehicles	170	Elevation over 1500 m	U.S. Geological Survey (USGS)
860	Off-Road Equipment	580	Residential Nonresidential Change	Council of Government {COG) Housing and Employment
860	Off-Road Equipment	630	Service and Commercial Employment, Schools, Golf Courses and **Cemeteries**	Council of Government {COG) Service and Commercial Employment & Esri
860	Off-Road Equipment	460	Ports	(US DOT)/Bureau ofTransportation Statistics' (BTS's) National Transportation Atlas Database (NTAD)

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate
860	Off-Road Equipment	431	Oilwell	Division of Oil, Gas, And Geothermal Resources
860	Off-Road Equipment	384	Military Tactical	Federal Aviation Administration/ National Transportation Atlas Database (NTAD) and ESRI
860	Off-Road Equipment	100	Airports	Federal Aviation Administration and Esri
860	Off-Road Equipment	500	Railyards	Federal Railroad Administration/ National Transportation Atlas Database (NTAD)
860	Off-Road Equipment	485	TRU	Integrated Transportation Network and Caltrans Truck Network And Digital Map Products 2017 Parcel Data
860	Off-Road Equipment	302	UCO Industrial	Longitudinal Employer-Household Dynamics (LEHO)
860	Off-Road Equipment	339	Dredge	Marine Cadastre Coastal Maintained Channels
860	Off-Road Equipment	651	UCO Single Family Housing	Metropolitan Planning Organization (MPO)/Council of Government (COG) Data /California Statewide Travel Demand Model (CSTDM) Data
860	Off-Road Equipment	190	Forestland	National Land *Cover* Database (NLCD)
860	Off-Road Equipment	191	Forestland Roads	NLCD in conjunction with TIGER road network
860	Off-Road Equipment	587	UCO Offroad Construction	Storm Notice of Intent (NOi) Dataset
870	Farm Equipment	720	Farm Road Vehicle Miles Traveled	Department of Pesticide Regulation
890	Fuel Storage and Handling	651	UCO Single Family Housing	Metropolitan Planning Organization (MPO)/Council of Government {COG) Data /California Statewide Travel Demand Model {CSTDM) Data

EICSUM	EICSUM Name	Primary Surrogate ID	Primary Surrogate Name	Data Source of Primary Surrogate,
890	Fuel Storage and Handling	335	**Lakes, Rivers,** Recreation boats	U.S. Geological Survey (USGS)
910	**Biogenic Sources**	672	Developed Land High Density	National Land Cover Database (NLCD)
910	**Biogenic Sources**	190	Forestland	National Land Cover Database (NLCD)
920	Geogenic Sources	,190	Forestland	National Land Cover Database (NLCD)
920	Geogenic Sources	212	Gas Seep	U.S. Geological Survey (USGS)
920	**Geogenic Sources**	432	Oil Seep	U.S. Geological Survey (USGS) - Pacific Coastal & Marine Science
930	Wildfires	190	Forestland	National Land Cover Database (NLCD)
930	Wildfires	391	Pasture	Sierra Research Agtool Contract
940	Windblown Dust	412	Fugitive Dust	National Land Cover Database (NLCD)

Appendix F
Weight of Evidence

Mariposa County

Attainment Plan for the 2015 Ozone Standard

October 2022

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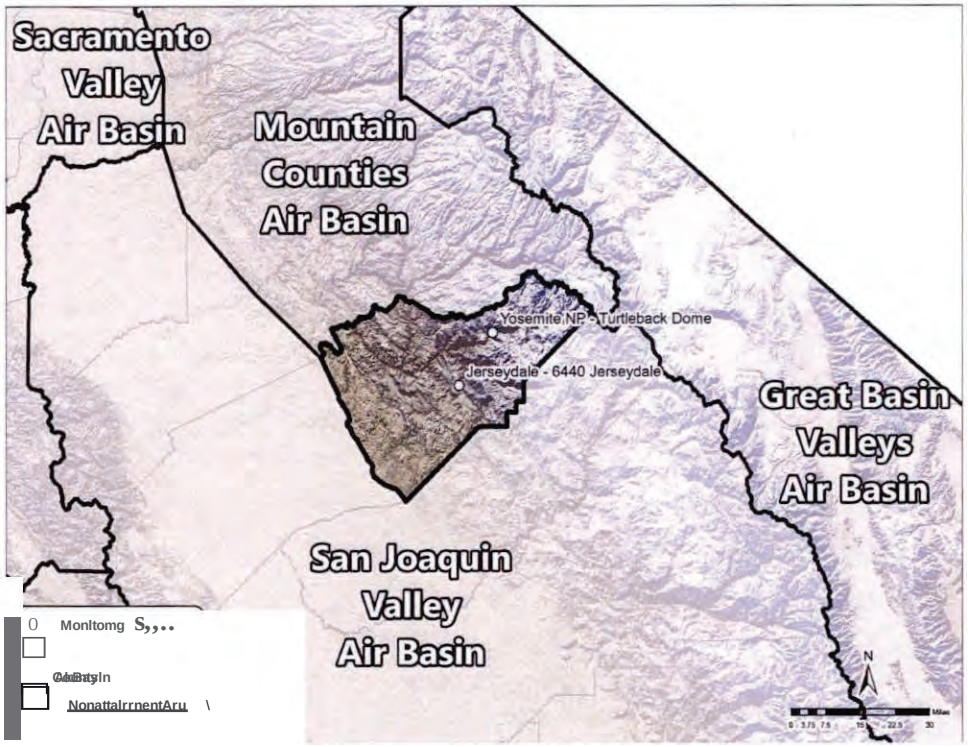
I. Introduction

The Mariposa County Nonattainment Area includes the entirety of Mariposa County, which is within the Mountain Counties Air Basin as shown in Figure 1-1. Mariposa County is under the jurisdiction of the Mariposa County Air Pollution Control District (MCAPCD). On September 15, 2022, Mariposa County was reclassified by U.S. Environmental Protection Agency (U.S. EPA) as a moderate nonattainment area for the 0.070 parts per million (ppm) 8-hour federal ozone standard (0.070 ppm standard) with a 2023 attainment deadline. However, based on current air quality trends, it is very unlikely that Mariposa County would have a design value of 0.070 ppm or lower by 2023. Therefore, as part of this State Implementation Plan (SIP), Mariposa County is seeking to voluntarily reclassify as a serious nonattainment area with a 2026 attainment deadline.

Figure 1-1: Area Map of Mariposa County and Surrounding Areas



For areas classified as moderate or above for ozone, photochemical modeling is a required element of the SIPto determine whether existing and future additional control strategies provide the reductions needed to meet the federal standard by the attainment deadline. To address the uncertainties inherent to modeling assessments, U.S. Environmental Protection Agency (U.S. EPA) guidance recommends that supplemental analyses accompany all model attainment demonstrations.[1]

[1] U.S. EPA Modeling Guidance for Demonstrating Air Quality Goals for Ozone, PM2.5 and Regional Haze. https://www.epa.gov/sites/default/files/2020-10/documents/o3-pm-rh-mod eling_guidance-2018.pdf

To complement regional photochemical modeling analyses included in the Mariposa Ozone Attainment Plan for the 2015 Ozone Standard, the following Weight of Evidence (WOE) demonstration includes detailed analyses of anthropogenic emissions, measured ozone data, and population exposure trends. Analyses of air mass transport mechanisms and meteorological patterns coincident with elevated ozone concentrations in Mariposa County are also included.

A. Area Description

Mariposa County extends from eastern portions of the San Joaquin Valley to the western peaks of the central Sierra Nevada Mountain range. Mariposa County is bordered by Tuolumne County to the north and northeast, Merced County to the southwest, and Madera County to the south and southeast. Mariposa County covers 1,448 square miles with much ofthe eastern portion of the land under the jurisdiction of the National Park Service as part of Yosemite National Park.

Mariposa County has an estimated population of 17,131 as of 2020.[2] There are no incorporated cities in the county. The county seat, situated in the town of Mariposa, is the largest unincorporated town with a population of 1,526.[3] The local economy is largely driven by tourism; most employment provides for lodging, governmental services, retail trades, and food and drink establishments. The area serves as a transit corridor for over 3.5 million visitors annually[4] (2018-2020 average) travelling to or through Yosemite National Park, with travelers utilizing State Highways 140, 49, or 120 (summer/early fall only).

B. Ozone Monitoring Network

Two regulatory ozone monitoring sites are present within Mariposa County, as previously shown in Figure 1-1. California Air Resources Board (CARB) operates the Jerseydale ozone monitoring site seasonally during April through October when peak ozone is expected, and the site is accessible. The National Park Service operates the Turtleback Dome ozone monitoring site year-round-within Yosemite National Park.

As shown below in Table 1-1 and Figure 1-2, ozone design values are generally similar at both sites; with both having a design value of 0.079 ppm in 2020 and otherwise remaining within 0.006 ppm each year since year 2000. Yosemite-Turtleback Dome was the design site for Mariposa County in 2017 to 2019; however, both sites were the design site in 2020. Recent design value trends have generally increased slightly since 2017, largely due to wildfire impacts which is addressed with further analyses in Section VI.B below. Photochemical modeling analyses indicate that Jerseydale will be the design value site in

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'United States Census Bureau QuickFacts. Accessed 8/11/2022. https://www.census.gov/quickfacts/mariposacountycalifornia

[3] United States Census Bureau, 2020 Decennial Census. Accessed 6/27/2022. https://www.census.gov/search-results.html7q=mariposa+cdp%2C+ca

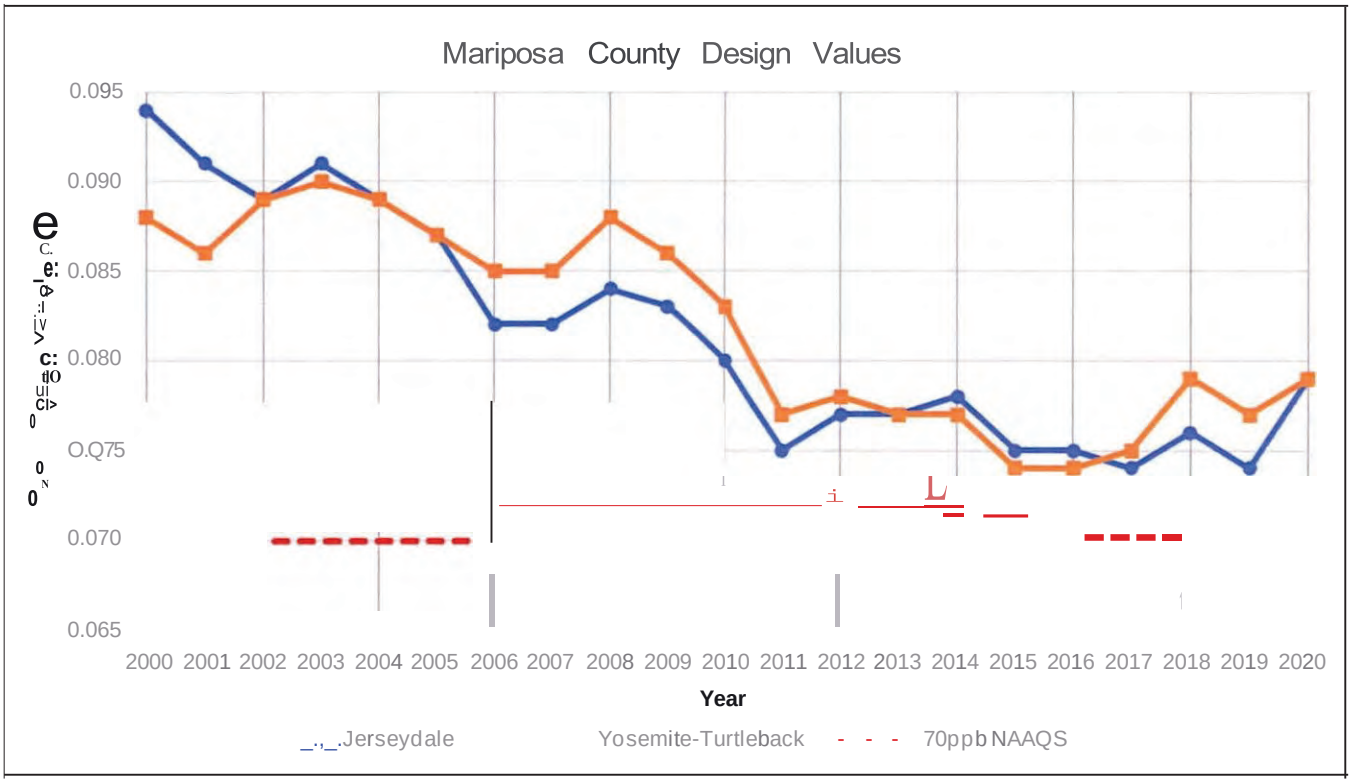
[4] National Park Service- Integrated Resource Management Applications Portal. STATS (Park Visitor Use Statistics), Annual Park Recreation Visitation for Yosemite NP. Accessed 8/11/2022. https://irma.nps.gov/Portal/

the years leading up to the attainment deadline and represents the greatest challenge for attainment in Mariposa County.

Table 1-1: Ozone Design Values at Mariposa County Monitoring Sites

Site Name	AQSID	County	District	2016 Design Value (ppm)	2017 Design Value (ppm)	2018 Design Value (ppm)	2019 Design Value (ppm)	2020 Design Value (ppm)
Jerseydale	060430006	Mariposa	Mariposa County APCD	0.075	0.074	0.076	0.074	0.079
Yosemite-Turtleback Dome	060430003	Mariposa	Mariposa County APCD	0.074	0.075	0.079	0.077	0.079

Figure 1-2: Design Value Trends in Mariposa County



II. Conceptual Model

Weather in Mariposa County is dominated by a Mediterranean climate with generally moderate temperatures, rainy winters, and dry summers during a typical year. Occasionally hot, stagnant conditions or diurnally driven wind flow along the western slope of the Sierra Mountains is conducive to the formation and buildup of ozone across the area. However, limited local emissions sources, relative to neighboring ozone nonattainment areas to the south and west, are inadequate to produce peak ozone concentrations and exceedances that are observed in Mariposa County. The transport of emissions from the San Joaquin Valley is the predominant cause of high ozone concentrations and exceedances in Mariposa County. The meteorology, terrain, distribution and emissions, and transport mechanisms are the key factors for understanding the ozone challenges in Mariposa County.

A. Regional Transport

Ozone is formed by photochemical reactions by precursor emissions under certain meteorological conditions. Generally, sunlight interacting with nitrogen oxides {NOx) and volatile organic compounds (VOCs) produces ozone, with production enhanced during hotter, stagnant weather. Measured ozone can be due to local precursor emissions and/or due to regional transported ozone and ozone precursors. In general, within large urban areas ozone concentrations rise from sunris and continue to peak shortly after noon; then fall in the evening until reaching a nighttime minimum. Areas impacted by transport generally show ozone concentrations peaking in the late afternoon or evening. Diurnal patterns of average hourly ozone concentrations were analyzed. For this analysis, hourly ozone concentrations for the area's ozone summer months {May to October) were considered to include all months with exceedances during the years 2015 to 2020. All data collected during the month for the year of interest were included in the analysis to provide a robust sample size; except for hour 4 at Jerseydale due to daily automated zero, span, and precision checks occurring during this hour during nearly all days.

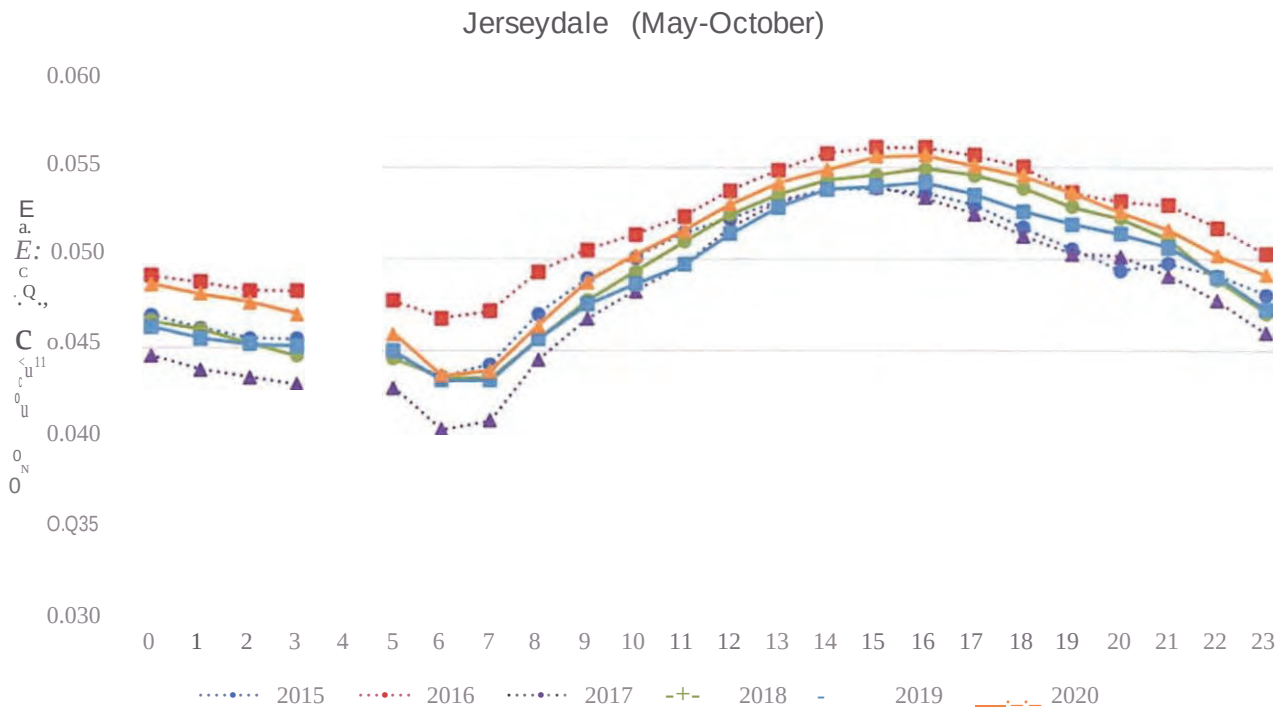
Figures 11-l{below) show the average hourly ozone concentrations for the years 201S to 2020 at the Jerseydale and Yosemite-Turtleback Dome sites. The diurnal patterns for Jerseydale show maximum daily values occurring in the mid to late afternoon hours. This pattern is slightly delayed from the typical bell curve-shaped pattern that peaks in the early afternoon when photochemical production of ozone is driven by local sources, indicating ozone was transported to the area. The flat diurnal ozone pattern is more prominent and peaks slightly later at the Yosemite-Turtleback Dome site, as the Yosemite-Turtleback Dome site has fewer local emissions and a greater distance from upwind emission sources. The lower concentrations occurring at Yosemite-Turtleback Dome are consistent with that site's higher elevation and greater distance from contributing urban areas. In general, the Jerseydale site shows a moderated near-downwind site pattern while Yosemite-Turtleback Dome has a pattern more typical for sites similarly located in rural areas.

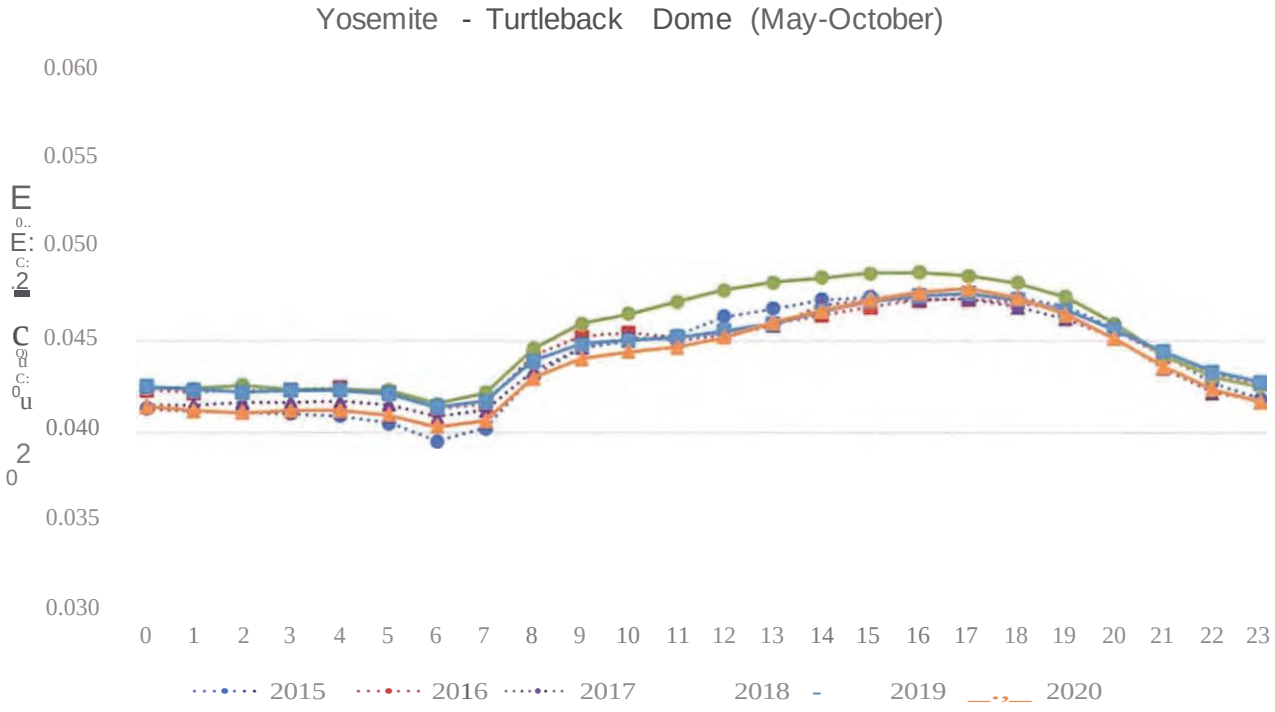
A factor leading to persistently elevated ozone concentrations at the Jerseydale and Yosemite-Turtleback Dome monitors is the lack of widespread fresh NOx emissions from combustion, which would break down ozone during the nighttime hours. Without the continuous influx of fresh

NOx emissions that are emitted in metropolitan areas, ozone concentrations remain elevated overnight, requiring fewer hours to reach higher concentrations the following day. The pattern for Jerseydale shows a moderate overnight decrease and thus must be near-downwind of NOx emissions or benefitting from an influx of air with lower concentrations as may occur during the nighttime descending portion of a diurnal wind pattern. The profile for Yosemite-Turtleback Dome indicates the site typically experiences low NOx concentrations overnight with ozone concentrations remaining steady overnight.

Because locally generated emissions in Mariposa County are lower than in upwind areas, late morning and early afternoon ozone concentrations in the Mariposa County ozone nonattainment area are normally lower than they would be in the upwind San Joaquin Valley and Sacramento metropolitan areas.

Figures 11-1: Average Diurnal Profiles for 1-Hour ozone Concentrations at the Jerseydale and Yosemite-Turtleback Dome Sites





B. Analyses of Air Parcel Trajectories on Exceedance Days

To gain further insight into the potential source areas and transport corridors that may contribute to ozone on exceedance days in Mariposa County, back trajectories were computed using the desktop-based version of the National Oceanographic and Atmospheric Administration's (NOAA) Air Resources Laboratory Hybrid Single Particle Lagrangian Integrated Trajectory {HYSPLIT) model.[5,6,7] The HYSPLIT model was run for all exceedance days in 2020 at the regulatory ozone monitoring sites in Mariposa County using the NAMS Hybrid Sigma-Pressure {12 km) meteorological model data.

Research has indicated that pollutant transport may occur at a range of altitudes, not just in near-surface air masses. Given that large mixing heights can occur during periods of hot, stagnant conditions during the ozone season, back trajectories were initiated from the monitoring sites at 100 m above ground level (agl), 500 m agl, and 1000 m agl at the peak hour for each exceedance day at the

[5]National Oceanographic and Atmospheric Administration's (NOAA) Air Resources Laboratory HYbrid Single Particle Lagrangian Integrated Trajectory (HYSPLIT) model. https://www.ready.noaa.gov/HYSPLIT_traj.php

[6]Rolph, G.D. (2016). Real-time Environmental Applications and Display System (READY) Website (http://www.ready.noaa.gov). NOAA Air Resources Laboratory, College Park, MD.

[7]Stein, A.F., Draxler, R.R, Rolph, G.D., Stunder, B.J.B., Cohen, M.D., and Ngan, F., (2015). NOAA's HYSPLIT atmospheric transport and dispersion modeling system, Bull. Amer. Meteor. Soc., 96, 2059-2077, http://dx.doi.org/l0.1175/BAMS-D-14-00llO.l

associated site. Maps of the 24-hour back trajectories are shown in Figure 11-2 and Figure 11-3 for the Jerseydale and Yosemite-Turtleback Dome sites, respectively. These figures provide a visual representation of the geographic extent of potential source areas on exceedance days.

Back trajectory analysis for days exceeding the 0.070 ppm standard indicates transport mostly from the northern San Joaquin Valley and Sacramento metropolitan area, and to a lesser extent from the San Francisco Bay area. Several days showed the air parcel traversing a short distance up/down slope of the Sierras, which is consistent with a diurnal flow pattern whereby downslope flow occurs in the evening and is followed by upslope flow on the day of exceedance. This diurnal flow with limited ventilation aloft may indicate recirculation of pollutants in an area, suggesting a buildup of ozone and ozone precursors along the Sierra foothills which can lead to elevated ozone concentrations and exceedances. Additionally, back trajectories that indicated longer range transport from the north or south coincided with dates determined to have been impacted by wildfire emissions (as shown later in Section V.) These trajectories reinforce analyses that wildfire smoke emissions with ozone and ozone precursors may be transported great distances into the mixing boundary layer, contributing to elevated ozone concentrations at the sites in Mariposa County.

Figure 11-2: Back Trajectories for 2020 Exceedance Days at Jerseydale

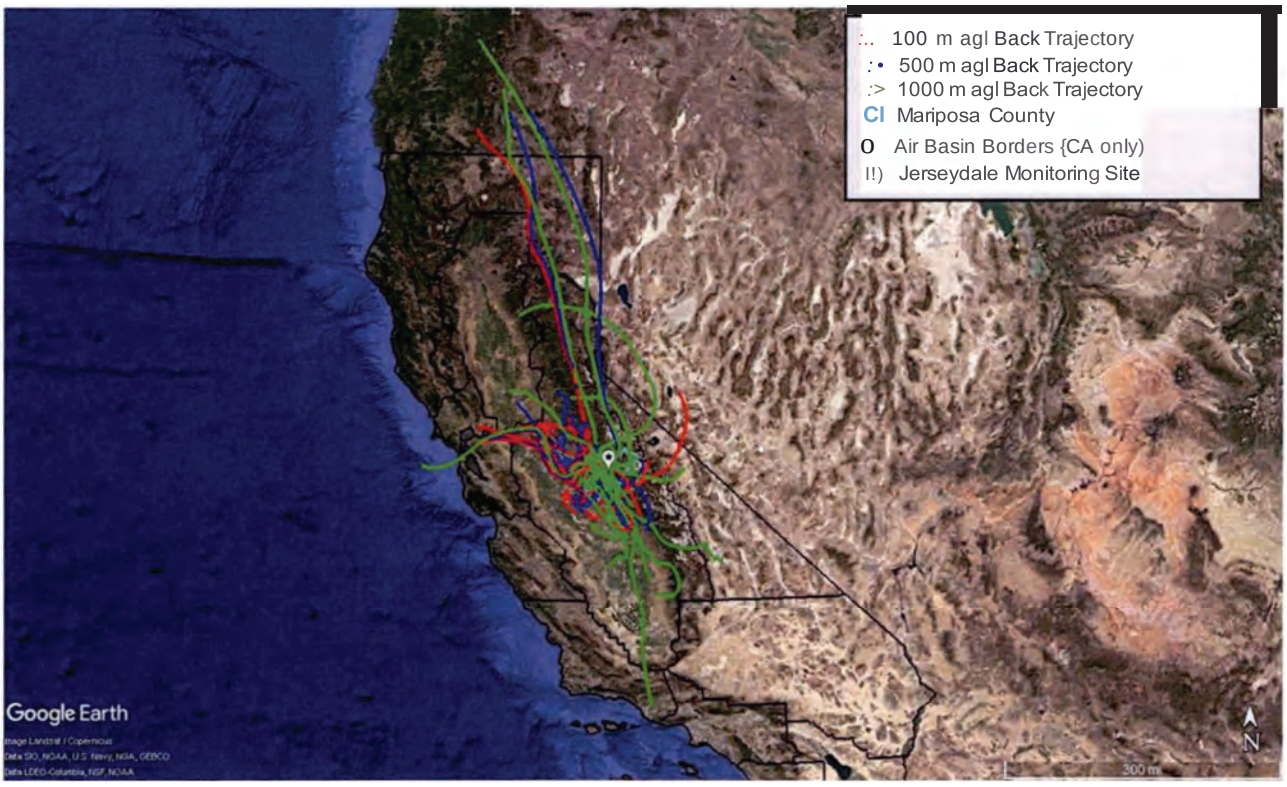
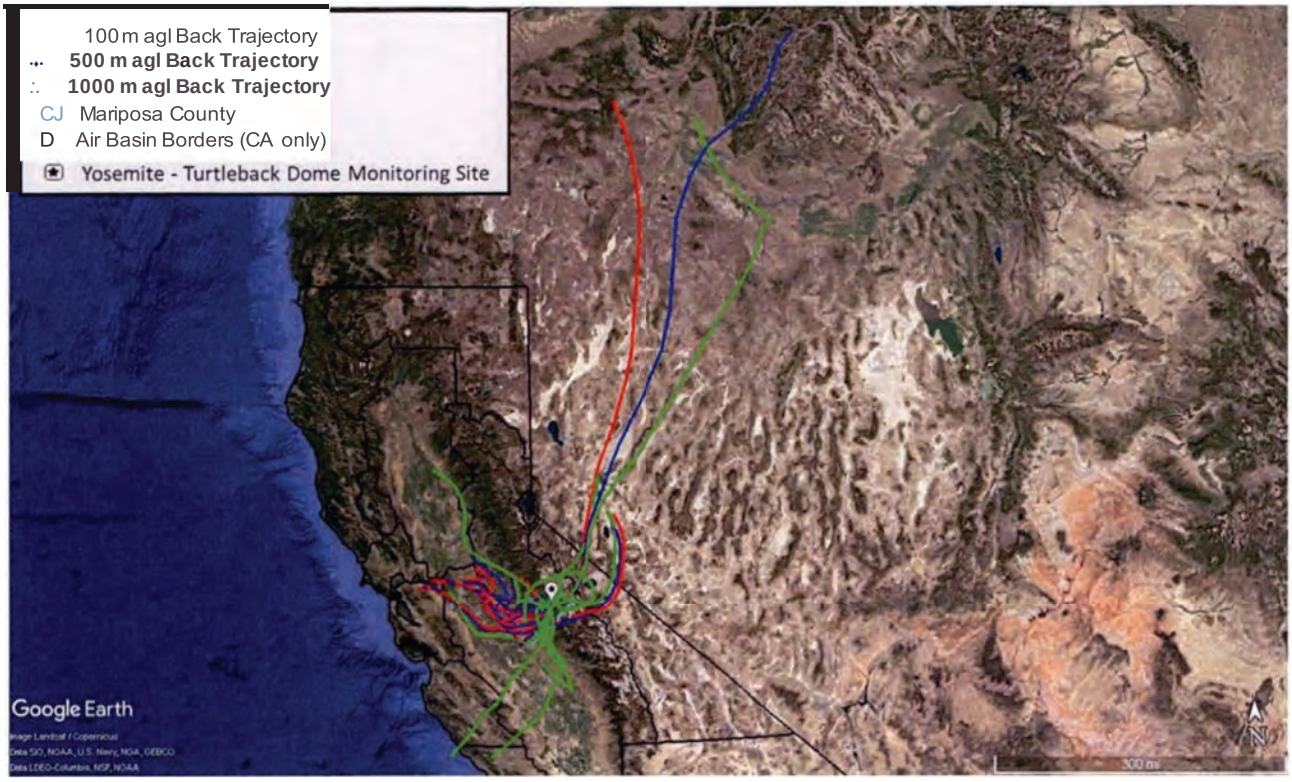


Figure 11-3: Back Trajectories for 2020 Exceedance Days at Yosemite-Turtleback Dome



III. Emissions

Tropospheric ozone is a secondary pollutant that is formed by NOx and VOCs through complex non-linear photochemical reactions. VOCs are also referred to as Reactive Organic Gases (ROG) and these two terms are used interchangeably in this document. Anthropogenic emissions from mobile sources, industrial facilities and electric utilities, gasoline vapors, and chemical solvents are some of the major sources of NOx and ROG.

Data from CARB's California Emission Projection Analysis Model (CEPAM) 2019 Ozone SIP Inventory for Summer, version 1.04 with approved external adjustments, base year 2017, were used to evaluate trends in anthropogenic emissions of ozone precursors, NOx and ROG, in Mariposa County (Figure 111-1 and Figure 111-2), and San Joaquin Valley (Figure 111-1).

A. Distribution of Ozone Precursor Emissions

Emission control programs have substantially reduced the amounts of both NOx and ROG emitted by various sources throughout Mariposa County and the San Joaquin Valley. Anthropogenic emissions in Mariposa County are significantly lower than those in the San Joaquin Valley, the upwind area. In 2020, NOx and ROG emissions in the San Joaquin Valley were approximately 303 and 107 times greater than Mariposa County emissions, respectively (Figure 111-1). Note, in Figure 111-1 the magnitude of the y-axis is different between the San Joaquin Valley and Mariposa County.

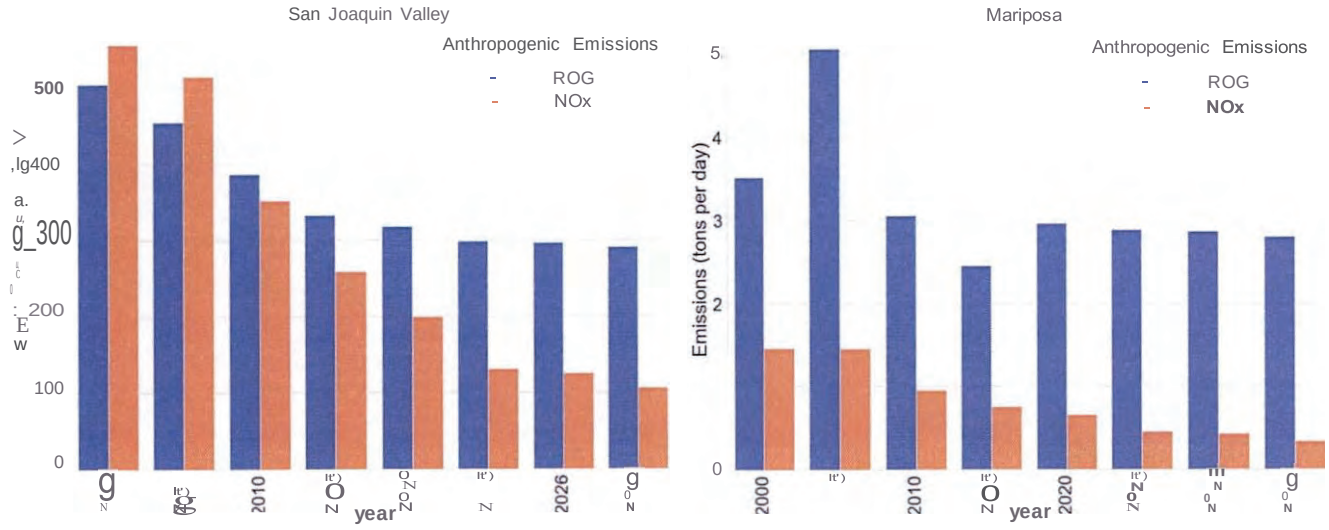
The difference in emissions between the two areas provides a clear indication that transport of emissions from the upwind source, the San Joaquin Valley, is the key factor controlling ozone air quality in Mariposa County. The NOx trends shown in Figure 111-1 and Figure 111-2 are using baseline NOx reductions based on current emissions reductions programs. Additional NOx reduction commitments from future programs in Mariposa County or San Joaquin Valley that are not already included in CEPAM estimates may further drive NOx emissions even lower during future years.

Ozone chemistry is complex and varies nonlinearly with respect to precursor concentrations, with either ROG or NOx limiting the chemical reactions which generate ozone. Ozone production is commonly referred to as being a "ROG-limited" regime which is associated with low ROG/NOx ratios indicating higher NOx emissions or a "NOx-limited" regime which is associated with high ROG/NOx ratios indicating lower NOx emissions. Generally, if an area is NOx-limited then reductions to NOx emissions lead to a greater decrease in ozone concentrations than similar ROG reductions would provide. Conversely, for areas that are ROG-limited then reductions to ROG emissions would lead to lower ozone concentrations while NOx reductions may lead to even higher ozone. Therefore, the ROG/NOx ratio is important and has a major effect on how reductions in ROG and NOx affect ozone concentrations.

The connection between ozone, a secondary pollutant, and emissions of ozone precursor compounds is characterized by considerable temporal and spatial variability. In general, as air masses travel downwind from major emissions source areas, entrainment of fresh emissions, atmospheric reactions, depositional processes, and dilution increase the ROG/NOx ratio. As a result, ozone formation in

downwind suburban and rural areas is typically regarded as NOx-limited.[8] Given Mariposa County's downwind location from the San Joaquin Valley, which is one of only two extreme ozone nonattainment areas in the country, it is expected that ozone formation would be limited by available NOx emissions. In addition, biogenic emissions are the predominant source of ROG in Mariposa County. For instance, during May to October 2018, biogenic sources emitted about 38 tons per day of ROG in Mariposa County, which was approximately 10 times the anthropogenic ROG emissions and could make the area even more NOx-limited with regard to ozone formation.

Figure 111-1: Comparison of Anthropogenic NOx and ROG Emissions in the San Joaquin Valley and Mariposa County

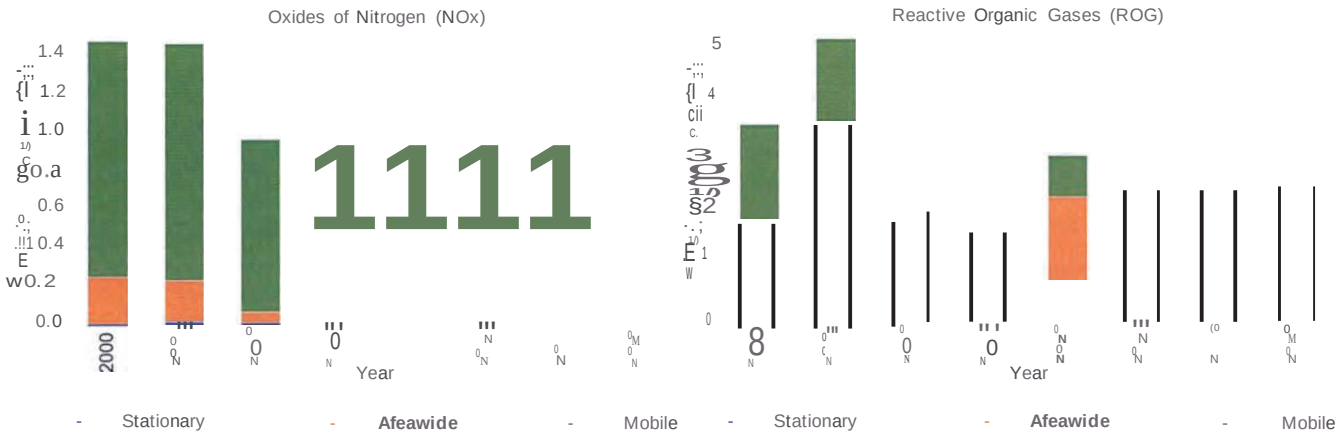


As Mariposa County is progressing towards attainment, the quantity and composition of precursors have changed. In recent years, NOx has been the primary focus of control efforts. Photochemical modeling assessments are necessary to understand the current and future mechanisms that will control ozone concentrations in Mariposa County. The photochemical modeling indicates that the dominant precursor controlling ozone production is NOx from upwind areas, such as the San Joaquin Valley. While emission reductions in areas upwind of Mariposa County are essential, understanding local emissions within Mariposa County and changes in the various sectors are also important for determining if additional local rules and regulations would assist the region in meeting attainment goals.

[8]Finlayson-Pitts, B.J., Pitts, J.N., 2000. Chemistry of the Upper and Lower Atmosphere. Academic Press, San Diego CA (969 pp.)

B. Trends in Precursor Emissions

Figure 111-2: Inventory of Mariposa County Ozone Precursor Emissions



Between 2000 and 2020, Mariposa County (Figure 111-1 and Figure 111-2} achieved substantial reductions in ozone precursor emissions:

- Total NOx emissions declined by 55 percent; and
- Total ROG emissions declined by 16 percent.

Similar emissions reductions were also seen in the San Joaquin Valley (Figure 111-1) during the same period, with decreases of 64 percent for NOx and 37 percent for ROG.

Going forward from 2020, current emission control programs will further reduce emissions in Mariposa County by 2026, namely:

- Total NOx emissions will decline an additional 35 percent; and
- Total ROG emissions will decline an additional 3 percent.

Emissions reductions, under the current emission control programs, are also predicted to reduce emissions in San Joaquin Valley with total NOx emissions decreasing by 37 percent and total ROG emissions decreasing by 7 percent by 2026.

The NOx and ROG reductions in the San Joaquin Valley, will aid in reducing ozone precursor emissions and therefore ozone concentrations in Mariposa County. Analyses (Conceptual Model section) indicated transport from the area routinely contributes to ozone air quality in Mariposa County and progress towards attainment in Mariposa County will depend on continued progress in the San Joaquin Valley.

IV. Ozone Air Quality Trends

As a consequence of implementing an emission control program for decades, ozone monitors throughout Northern California have recorded long-term improvement in ozone air quality. These improvements can be tracked using a variety of metrics, including design value trends, number and timing of exceedance days, magnitude of concentrations on weekday and weekend exceedance days, and ozone trends in neighboring nonattainment areas. As with all areas, inter-annual variability of ozone levels due to meteorology and wildfires must be recognized in such analyses.

A. Ozone Design Values

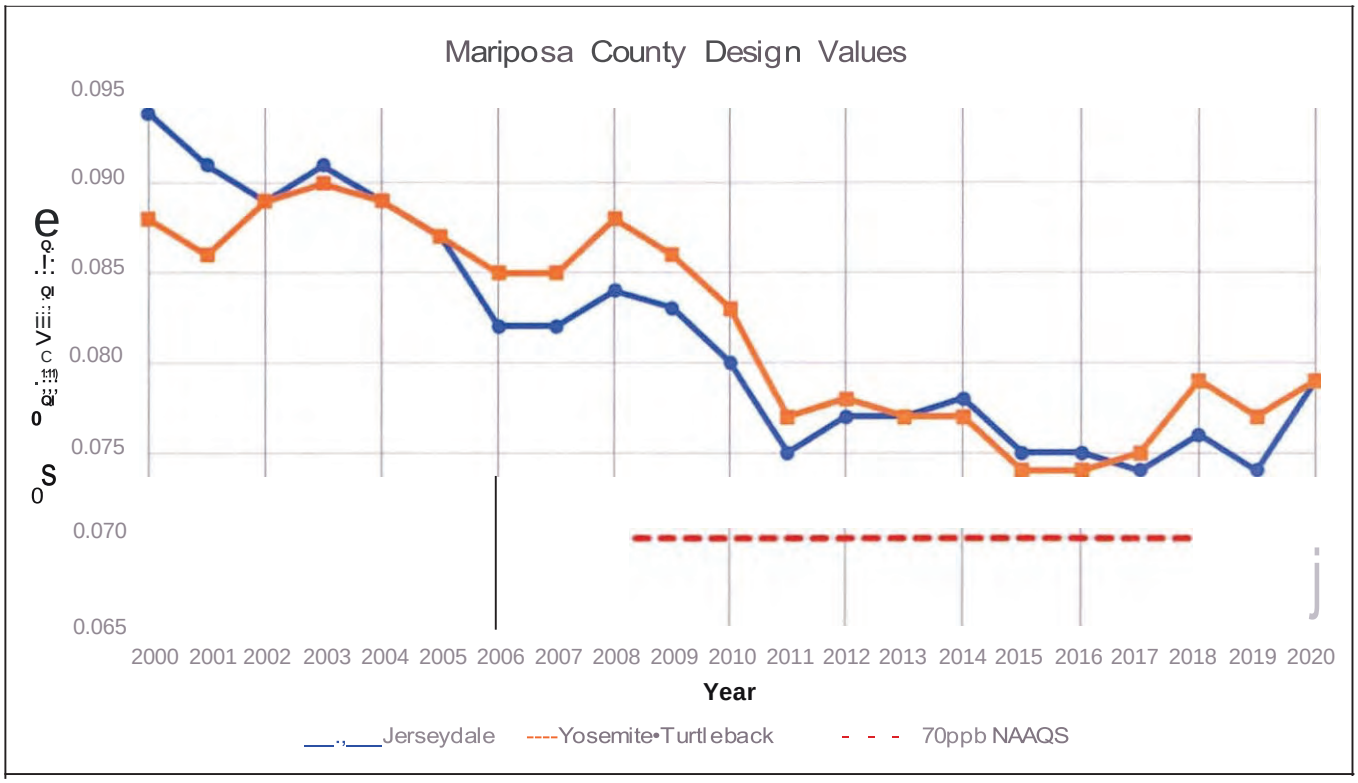
The design value is the key metric for assessing the state of ozone air quality in a region and is compared to the federal 8-hour ozone standard for the purpose of determining federal attainment status. The design value is computed as the three-year average of the fourth highest 8-hour ozone concentrations from each year and is determined for each monitoring site in the region. For any area, the design value is calculated across all sites within the area, and then, the maximum of the design values across all sites is the area's design value.

Jerseydale and Yosemite-Turtleback Dome ozone monitoring sites were established prior to the year 2000. The 8-hour ozone design value trends for each site from 2000 to 2020 was selected to provide the most complete and representative sample of current air quality and progress toward air quality goals throughout Mariposa County at the time of analysis and are shown in Figure IV-1.

In 2020, both regulatory sites in Mariposa County exceeded the 0.070 ppm standard by 13 percent. Overall decreasing trends over the past two decades are noticeable at both sites. Since 2000 Jerseydale and Yosemite-Turtleback Dome have seen a decrease in design values of 16 and 10 percent, respectively.

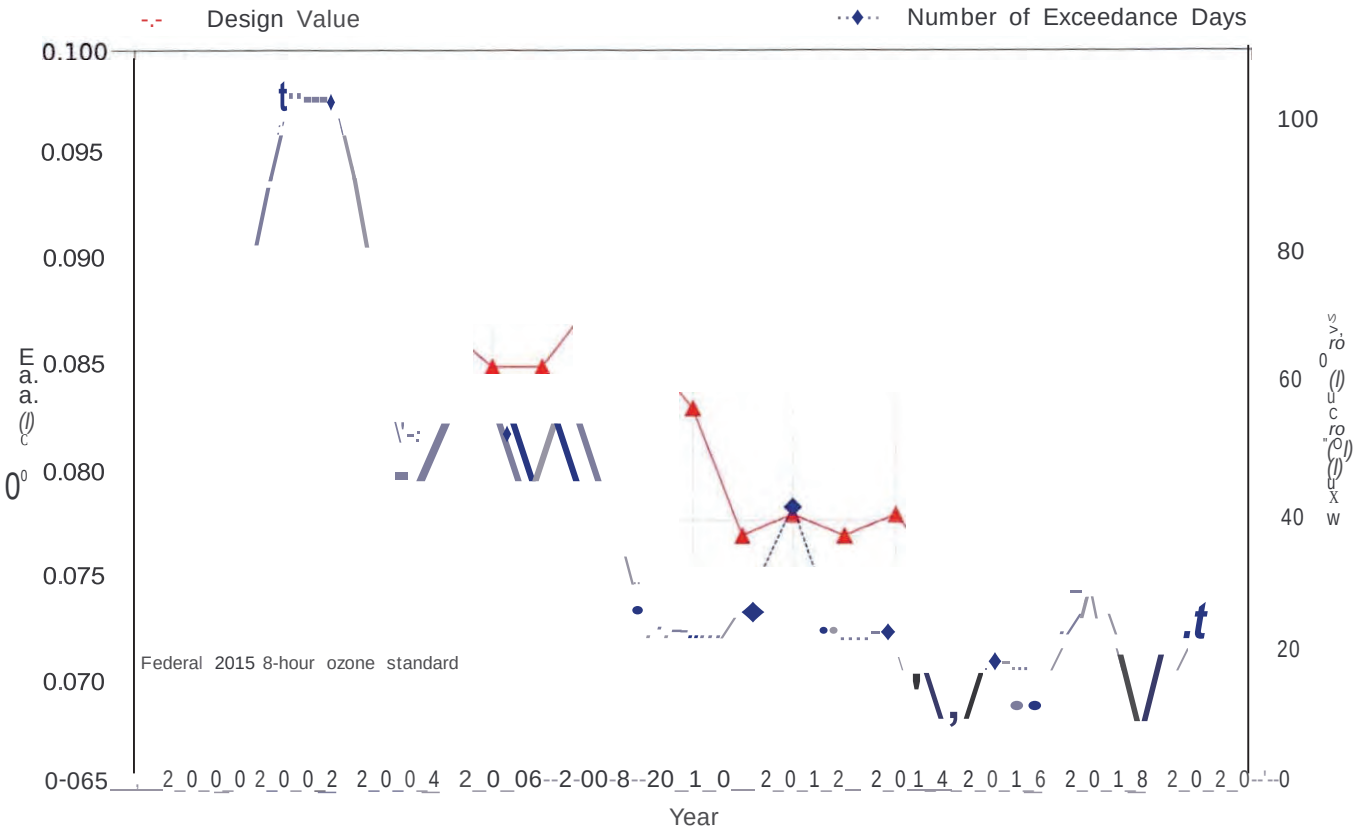
Short-term increases in design values are also evident in recent years. This is likely due to variations in large-scale meteorological patterns during the summer months and the increased number of wildfires in California. With extended periods of high temperatures, minimal precipitation, and numerous wildfires in years 2016 to 2018 and 2020, conditions have been particularly favorable for ozone production throughout California and likely contributed to the increase in design values seen in 2017 to 2020.

Figure IV-1: Ozone Design Values at Mariposa County Monitoring Sites



Air quality in Mariposa County has improved in recent decades. Between 2000 and 2020, Mariposa County's design value decreased by 16 percent, from 0.094 ppm to 0.079 ppm (Figure IV-2). Further, using the maximum number of exceedance days, Mariposa County experienced 17 exceedance days in 2020, which is down 65 percent from 44 days in 2000.

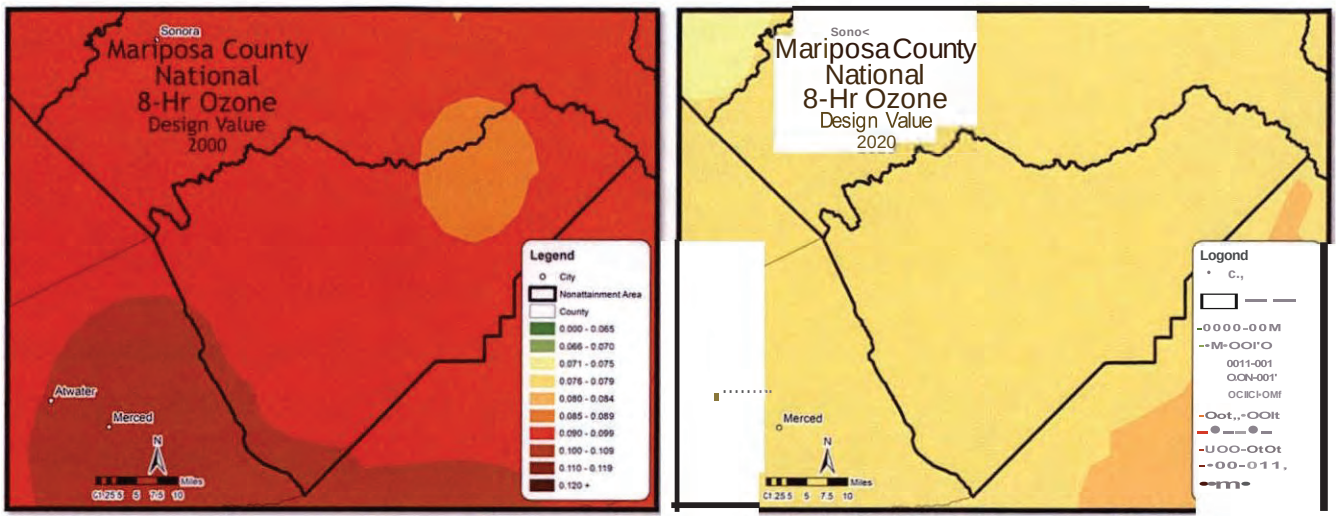
Figure IV-2: 2000 - 2020 Mariposa County Ozone Summary Statistics



B. Population Exposure

Inverse distance weighting {IDW) was applied to spatially interpolate design values from monitoring sites throughout California and provide a visual representation of ozone air quality in Mariposa County. In 2000, all of Mariposa County exceeded the 0.070 ppm threshold by more than 0.015 ppm; however, in 2020 Mariposa County exceeded the 0.070 ppm standard by 0.009 ppm. Which is a notable improvement from 2000. While substantial progress is evident, all areas of Mariposa County remain above the 0.070 ppm standard and a continued, coordinated effort will be necessary to meet ozone air quality standards.

Figure IV-3: Contour Maps Representing the Spatial Distribution of Ozone Design Values in Mariposa County in 2000 and 2020*



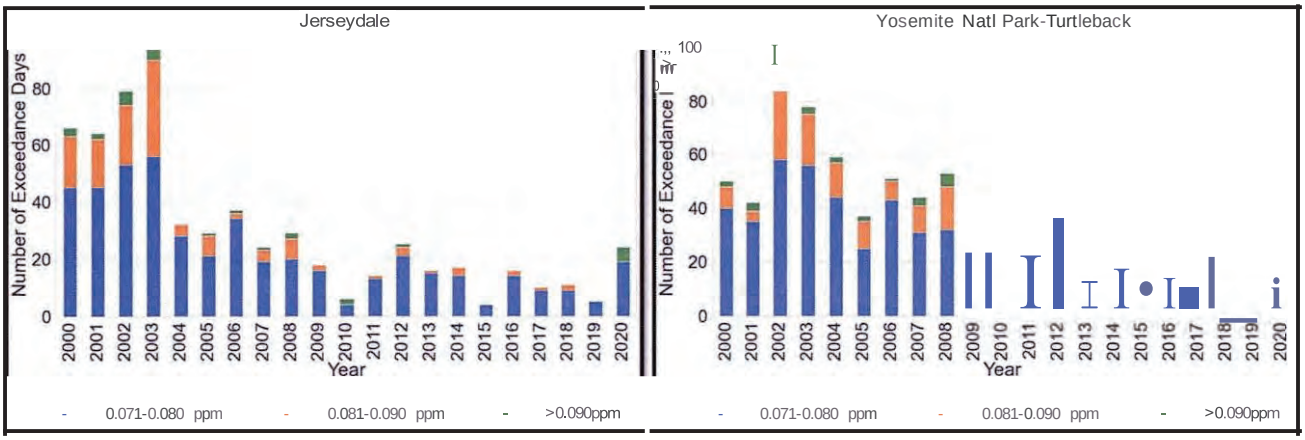
* Contour maps were developed using used inverse distance weighting (IDW) to spatially interpolate design values

C. Exceedance Days

Since 2000, progress has been made in reducing both the frequency and magnitude of ozone concentrations on exceedance days in Mariposa County (Figure IV-4). At Yosemite-Turtleback Dome, the number of exceedance days declined by 76 percent, from a high of 50 days in 2000 to 12 days in 2020. Jerseydale has seen a decline of 63 percent in the number of exceedance days, from a high of 66 days in 2000 to 24 days in 2020.

The magnitude of ozone concentrations on exceedance days also declined between the years 2000 and 2020. In 2000, 32 percent of exceedance days were above 0.080 ppm (15 percent above the standard). In contrast, during 2020 this dropped to 21 percent of exceedance days were above 0.080 ppm. The decrease in the frequency and magnitude of ozone concentrations on exceedance days in Mariposa County is relatively consistent with the progress reported for the San Joaquin Valley nonattainment area that is the primary source area for ozone measured at Mariposa County regulatory sites.

Figure IV-4: Frequency of and Maximum Concentrations on Ozone Exceedance Days in Mariposa County



D. Weekend/Weekday

Areas that have high NOx emissions tend to show a day of the week ozone dependence, with ozone concentrations peaking on the weekends.[9] This is known as the "ozone weekend effect" (WE). The WE are a well-known phenomenon in many urbanized areas as emissions of ozone precursors, especially NOx emissions, decrease substantially on weekends while the measured levels of ozone increase on weekends. The decrease in NOx emissions is typically due to the reduced heavy-duty truck activity and emissions on weekends.[9]

Given the proximity of the San Joaquin Valley and the established transport corridors between the San Joaquin Valley and Mariposa County, analysis of potential WE in Mariposa County was conducted. The WE is shown in Figure IV-5 by plotting the May to September daily maximum 8-hour ozone on a weekday (Wednesday) vs weekend (Sunday), with each year represented as a different color. A value above the solid 1:1 line suggests a VOC-limited regime, while a value below the solid 1:1 line suggests a NOx-limited regime.

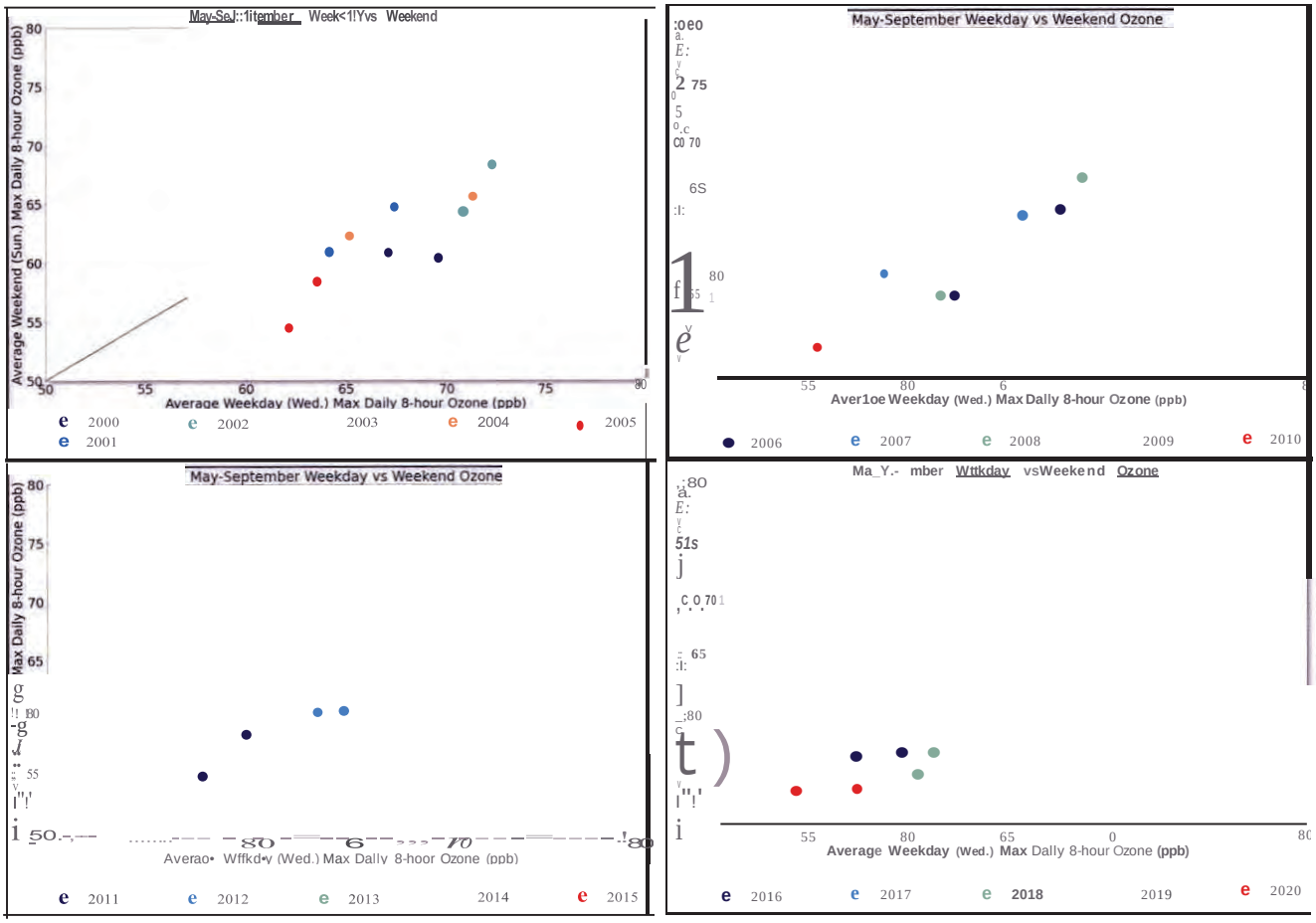
In a NOx-limited regime, reductions in NOx emissions are expected to reduce ambient ozone levels. In a VOC-limited regime, reductions in NOx emissions may have a counterproductive effect. These varying effects of NOx reductions are due to the non-linear chemistry of ozone formation involving NOx and VOC.

The average WE for both Mariposa County ozone sites between 2000 to 2020 is shown in Figure IV-5. Since 2000, Mariposa County has generally always been in a NOx-limited regime. Indicating that since

[9]Cai, C., Avise, J., Kaduwela, A., DaMassa, J., Warneke, C., Gilman, J.B., et al. (2019). Simulating the weekly cycle of NOx-VOC-HOx-O3 photochemical system in the South Coast of California during CalNex-2010 campaign. Journal of Geophysical Research: Atmospheres, 124, 3532-3555. https://doi.org/10.1029/2018JD029859

2000, Mariposa County has not experienced a WE; however, there has been a subtle flux in recent years, this could be due to the increased frequency and intensity of wildfires throughout California increasing NOx concentrations throughout the State.[10] Generally, the WE should not be expected in Mariposa County due to its downwind location and transport dominated nature. Therefore, it is expected that the NOx-focused emission control strategies will continue to be effective in reducing ozone levels in future years.

Figure IV-5: Average Weekend Effect from 2000 to 2020 in Mariposa County



[10]Lindaas, J., Pollack, I. B., Garofalo, L.A., Pothier, M.A., Farmer, D. K., Kreidenweis, S. M., et al. (2020). Emissions of reactive nitrogen from Western U.S. wildfires during summer 2018. Journal of Geophysical Research: Atmospheres, 125, e2020JD032657. https://doi.org/10.1029/2020JD032657

V. Wildfires

Wildfires have impacted California ozone levels over the past several years. This WOE includes analyses that assess the dates that were impacted by wildfires in order to gain a better understanding on how additional ozone precursors during the wildfire events may have impacted the design values for years 2016 to 2020.

A. Known Wildfires

2016, 2017, 2018, and 2020 were extreme years for wildfires with numerous wildfires active during June through October, leading to many potential wildfires impacted days in Mariposa County and higher ozone concentrations due to contributions from the wildfire smoke. Table V-1 through Table V-5 list wildfires in California larger than 1,000 acres that were active between June through October in 2016 to 2020. Table V-6 lists wildfires that were initiated in Mariposa County between 2016 to 2020.

Table V-1: 2016 Wildfires active in June through October[11]

Fire	lStart	k:ontainment	Latitude	Longitude	trotal Acres
Erskine	6/23/2016	7/12/2016	85.6115	118.45628	148,019
trrailhead	6/28/2016	17/18/2016	38.96741	-120.9375	5,646
Deer	7/1/2016	17/11/2016	85.20993	118.72272	1,785
Curry	7/1/2016	17/5/2016	36.0749	120.452041	2,944
Soberanes	7/22/2016	10/12/2016	36.45994	121.89938	132,100
Goose	7/30/2016	'8/9/2016	87.01591	119.50507	2,241
Cold	'8/2/2016	'8/12/2016	88.52513	122.06788	5,731
Mineral	8/9/2016	/18/2016	36.09974	-120.51057	7,050
Chimney	/13/2016	's/6/2016	35.70595	120.98316	146,344
Clayton	/13/2016	/26/2016	38.89741	-122.60664	3,929
Ceder	8/16/2016	19/30/2016	35.7506	-118.5678	29,322
Gap	/27/2016	19/17/2016	141.851	-123.118	33,867
Owens River	19/17/2016	10/15/2016	37.75985	118.95309	5,443
!Sawmill	9/25/2016	19/29/2016	38.80017	122.82895	1,547
Marshes	19/26/2016	10/4/2016	37.79635	120.32484	1,080
Loma	19/26/2016	10/12/2016	137.10632	-121.85318	14,474

[11] CalFire 2016 Incidents. Accessed 11/24/2021. *https:j/www.fire.ca.gov/incidents/2016/*

Table V-2: 2017 Wildfires active in June through October[12]

Fire	Start	Containment	Latitude	Longitude	trotal Acres
Oakwood	6/10/2017	6/13/2017	37.0825	119.8011	1,431
Highway	6/18/2017	6/28/2017	35.53456	118.66733	1,522
!Schaeffer	6/24/2017	18/10/2017	l36.033	118.384	16,031
Salmon August Complex	6/25/2017	12/8/2017	1.841	123.474	65,888
Winters	7/6/2017	7/12/2017	38.49521	122.0251	2,269
!Wall	7/7/2017	7/17/2017	l39.45352	-121.41222	6,033
Parkfield	7/8/2017	7/11/2017	35.86949	120.57894	1,816
Garza	7/9/2017	7/21/2017	35.93273	120.20014	8,889
Long Valley	7/11/2017	rl/21/2017	40.07045	120.14013	83,733
Detwiler	7/16/2017	18/24/2017	37.61757	120.21321	81,826
Modoc July Complex	7/24/2017	18/16/2017	41.828611	120.824167	83,120
Orleans Complex	7/25/2017	8/26/2017	41.59	123.501	27,276
Empire	18/1/2017	11/27/2017	37.644	119.618	6,370
Parker 2	8/3/2017	18/29/2017	41.466	120.321	7,697
!Young	8/7/2017	18/28/2017	41.853	123.676	2,500
South Fork	8/13/2017	11/27/2017	37.538	119.598	7,000
Eclipse Complex	8/15/2017	11/29/2017	41.841	-123.474	78,698
Pier	8/29/2017	11/29/2017	36.15356	118.74103	36,556
Railroad	8/29/2017	10/24/2017	37.44663	119.64622	12,407
Pondersosa	8/29/2017	9/9/2017	39.57701	121.30209	4,016
Mud	8/29/2017	19/1/2017	40.43962	120.22215	6,042
!Slinkard	8/29/2017	19/12/2017	38.655	119.55425	8,925
Helena	8/30/2017	11/15/2017	40.76025	123.10003	21,846
Mission	9/3/2017	9/13/2017	37.21616	119.48067	1,035
Buck	19/12/2017	11/20/2017	140.2275	123.03583	13,417
Lion	19/24/2017	12/2/2017	36.27138	118.48555	18,900

Table V-3: 2018 Wildfires active in June through October[13]

Fire	IStart	Containment	Latitude	Longitude	trotal Acres
!Airline	6/4/2018	6/14/2018	36.40755	120.99322	1,314
!Apple	6/9/2018	6/14/2018	39.94355	122.3571	2,956
Lions	6/11/2018	10/1/2018	37.571	119.118	13,347
Planada	6/15/2018	6/21/2018	137.39339	-120.34207	14,564

[12]Cal Fire 2017 Incidents. Accessed 11/24/2021. *https://www.fire.ca.gov/incidents/2017/*

[13]Cal Fire 2018 Incidents. Accessed 11/24/2021. *https://www.fire.ca.gov/incidents/2018/*

Fire	Start	Containment	Latitude	Longitude	Total Acres
Yankee	6/15/2018	17/1/2018	35.73629	120.75593	1,500
Ferguson	7/13/2018	11/28/2018	37.655	119.886	96,901
Natchez	7/15/2018	1/4/2019	41.951	-123.546	38,134
Klondike	7/16/2018	11/28/2018	42.369	123.86	175,528
Taylor Creek	7/16/2018	10/11/2018	42.528	123.571	52,389
Carr	7/23/2018	8/30/2018	40.654	122.624	229,651
Mendocino Complex (Ranch)	7/27/2018	19/19/2018	39.243	123.103	410,203
Mendocino Complex (River)	7/27/2018	18/10/2018	39.047	123.12	48,920
Butte	7/31/2018	8/2/2018	39.186	-121.793	1,200
Donnell	8/1/2018	1/4/2019	38.349	119.929	36,450

Table V-4: 2019 Wildfires active in June through October[14]

Fire	Start	Containment	Latitude	Longitude	Total Acres
Boulder	6/5/2019	6/11/2019	35.344	199.914	1,127
West Butte	6/8/2019	6/17/2019	39.289	121.859	1,350
Sand	6/8/2019	6/17/2019	38.890	122.240	2,512
McMillan	6/12/2019	6/24/2019	35.663	120.411	1,764
Rock	6/26/2019	6/27/2019	37.466	121.283	2,422
Lonoak	6/26/2019	26/2019	36.284	120.948	2,546
Tucker	7/28/2019	18/11/2019	141.796	-121.260	14,217
Wl McDonald	18/8/2019	18/11/2019	140.944	120.275	1,020
Ward	18/9/2019	18/18/2019	142.033	-122.175	1,301
Gaines	8/16/2019	18/20/2019	37.536	-120.178	1,300
Long Valley	18/24/2019	18/27/2019	39.892	120.030	2,438
R-1	18/28/2019	19/4/2019	140.593	120.581	3,380
Walker	9/4/2019	19/25/2019	40.061	-120.681	54,612
Red Bank	$/5/2019	19/13/2015	40.12	122.64	,838
South Fire	19/5/2019	12/2/2019	40.109	122.789	5,332
Taboose	9/6/2019	11/21/2019	37.034	-118.345	10,296
Lone	9/6/2019	19/13/2019	41.748	121.056	5,737
Spring	19/6/2019	10/24/2019	37.826	188.872	14,840
Cow	9/6/2019	11/21/2019	36.284	-118.228	1,975
Lime	9/7/2019	19/19/2019	41.862	122.662	1,872
Briceburg	10/6/2019	10/24/2019	37.605	119.966	5,563
Caples	10/11/2019	11/01/2019	38.724	-120.145	3,435

[14]Cal Fire 2019 Incidents. Accessed 04/19/2022. *https://www.fire.ca.gov/incidents/2019/*

Fire	tart	Containment	Latitude	Longitude	Total Acres
Kincade	10/23/2019	11/6/2019	38.792	-122.780	77,758

Table V-5: 2020 Wildfires active in July through October[15]

Fire	Start	Containment	Latitude	Longitude	Total Acres
Red Salmon Complex	7/27/2020	11/17/2020	41.16800	123.40700	144,679
Loyalton Fire	8/14/2020	/14/2020	39.70244	120.14347	47,029
CZU Lightning Complex	8/16/2020	/22/2020	37.17162	122.22275	86,509
August Complex	8/16/2020	11/11/2020	39.77600	-122.67300	1,032,648
River Fire	8/16/2020	/4/2020	36.60239	-121.62161	48,088
LNU Lightning Complex	8/17/2020	10/2/2020	38.48193	122.14864	363,220
North Complex Fire	8/18/2020	12/3/2020	39.69072	121.22718	318,935
Salt Fire	8/18/2020	'8/24/2020	38.02792	120.76326	1,789
Woodward Fire	8/18/2020	10/2/2020	38.01809	122.83670	4,929
Carmel Fire	8/18/2020	9/4/2020	36.44630	121.68181	6,905
SCU Lightning Complex	8/18/2020	10/1/2020	37.43944	121.30435	1396,624
Dolan Fire	8/19/2020	12/31/2020	36.12300	-121.60200	124,924
Butte/Tehama/Glenn Lightning Complex	8/19/2020	10/9/2020	40.09571	122.43930	19,609
Moc Fire	8/20/2020	8/30/2020	37.81378	-120.31257	2,857
SQF Complex Fire (Includes Castle Fire and Shotgun Fire)	8/21/2020	1/6/2021	36.25500	-118.49700	174,178
::.heep Fire	8/22/2020	9/9/2020	40.27400	120.75700	29,570
Creek Fire	9/4/2020	12/24/2020	37.19147	119.26118	1379,895
Slater Fire (includes Devil Fire)	9/7/2020	12/10/2020	41.86889	123.44963	157,229

Table V-6: 2016-2020 Wildfires active in Mariposa County[16]

Fire	Start	Containment	Latitude	Longitude	Total Acres	County
Lakes	6/26/2016	10/31/2016	37.5933	-119.56	1,001	Mariposa
Westfall	6/15/2017	1/9/2018	37.36914	-120.0088	63	Mariposa
Ben	6/28/2017	1/9/2018	37.3762	-119.9646	630	Mariposa
Spring	7/2/2017	1/9/2018	37.4591	-119.921	225	Mariposa
Banderilla	7/7/2017	1/9/2018	37.65963	-120.34802	36	Mariposa
Detwiler	7/16/2017	1/9/2018	37.61757	-120.21321	81,826	Mariposa
Empire	8/1/2017	1/9/2018	37.644	-119.618	8,094	Mariposa
Coronado	8/13/2017	1/9/2018	37.62823	-120.30046	125	Mariposa
South Fork	8/14/2017	1/9/2018	37.538	-119.598	7,000	Mariposa

[15]Cal Fire 2020 Incidents. Accessed 11/24/2021. *https://www.fire.ca.gov/incidents/2020/*

[16]Wildfire incidents from Cal Fire. Last accessed 8/18/2022. *https://www.fire.ca.gov/incidents/*

Fire	Start	Containment	Latitude	Longitude	Total Acres	County
Peak	9/3/2017	1/9/2018	37.37397	-119.83556	680	Mariposa
Dexter	9/20/2017	1/9/2018	37.76888	-120.15846	10	Mariposa
Ramblin	10/3/2017	1/9/2018	37.41231	-119.87465	17	Mariposa
Boyer	6/15/2018	1/4/2019	37.47677	-119.84299	53	Mariposa
Wheeler	6/18/2018	1/4/2019	37.707234	-120.199162	115	Mariposa
Ferguson	7/13/2018	1/4/2019	37.6549	-119.88581	96,901	Mariposa
Ben	7/19/2018	1/4/2019	37.28365	-119.97546	40	Mariposa
Wagner	8/4/2018	1/4/2019	37.69965	-120.0545	22	Mariposa
Hunter	8/15/2019	8/15/2019	37.532028	-120.208019	433	Mariposa
Gaines	8/16/2019	10/2/2019	37.536069	-120.177018	1,300	Mariposa
Briceburg	10/6/2019	10/24/2019	37.604638	-119.96606	5,563	Mariposa
Hunters	6/7/2020	6/10/2020	37.61955	-120.215454	85	Mariposa
Cornetts	6/13/2020	6/16/2020	37.40827	-120.08522	191	Mariposa
Ben	7/15/2020	7/18/2020	37.42319	-119.95807	48	Mariposa
Bluejay	7/24/2020	11/19/2020	37.84463	-119.60581	6,922	Mariposa

B. Summary of Events

Table V-7 shows the 42 potential wildfire impacted dates and the affected sites for the years 2016 through 2020; although not all wildfires impacted each site on any given day. These dates are assumed to be unusual event days, due to the excess precursor emissions from the wildfire activities, evidence reasonably indicating wildfire smoke impacts at or near the surface of the monitoring site, and the additional caveat that removal ofthese dates decreases the 4th highest ozone concentration at a site and adjusted a design value. Note, wildfire emissions were preliminarily determined to have impacted ozone concentrations on 21 additional exceedance dates, but these were not included in this analysis as they did not change the 4th highest ozone concentration for the associated site and year. The supporting evidence for the dates listed in Table V-7 can be found in Appendix A.

Table V-7: Wildfire impacted Dates with Affected Sites

Date	Site(s)
8/19/2016	Jerseydale
7/19/2017	Yosemite-Turtleback
7/20/2017	Yosemite-Turtleback
7/21/2017	Yosemite-Turtleback
7/22/2017	Yosemite-Turtleback
7/23/2017	Yosemite-Turtleback
9/2/2017	Yosemite-Turtleback
7/15/2018	Yosemite-Turtleback

Date	Site(s)
7/16/2018	Yosemite-Turtleback
7/17/2018	Yosemite-Turtleback
7/18/2018	Yosemite-Turtleback
7/19/2018	Yosemite-Turtleback
7/20/2018	Yosemite-Turtleback
7/21/2018	Yosemite-Turtleback
7/23/2018	Yosemite-Turtleback
7/24/2018	Yosemite-Turtleback
7/25/2018	Jerseydale & Yosemite-Turtleback
7/26/2018	Yosemite-Turtleback
7/27/2018	Yosemite-Turtleback
7/28/2018	Yosemite-Turtleback
7/29/2018	Yosemite-Turtleback
7/31/2018	Yosemite-Turtleback
8/1/2018	Yosemite-Turtleback
8/4/2018	Yosemite-Turtleback
8/6/2018	Yosemite-Turtleback
8/7/2018	Yosemite-Turtleback
8/8/2018	Jerseydale & Yosemite-Turtleback
8/9/2018	Yosemite-Turtleback
8/11/2018	Yosemite-Turtleback
8/20/2020	Jerseydale & Yosemite-Turtleback
8/21/2020	Jerseydale & Yosemite-Turtleback
8/22/2020	Jerseydale & Yosemite-Turtleback
8/23/2020	Jerseydale & Yosemite-Turtleback
8/24/2020	Jerseydale & Yosemite-Turtleback
8/25/2020	Jerseydale & Yosemite-Turtleback
8/31/2020	Jerseydale
9/1/2020	Jerseydale & Yosemite-Turtleback
9/2/2020	Jerseydale
9/8/2020	Jerseydale & Yosemite-Turtleback
9/21/2020	Jerseydale
10/1/2020	Jerseydale
10/7/2020	Jerseydale

For comparison, annual 4th high values and design values for each ozone site in Mariposa County and the Mariposa County nonattainment area design values and 4th highs are listed in Table V-8 for the years 2016 to 2020.

Table V-8: Design Values including Wildfire Dates

Jerseydale

Year	4th High	Design Value
2016	0.077	0.075
2017	0.075	0.074
2018	0.077	0.076
2019	0.071	0.074
2020	0.091	0.079

Yosemite National Park - Turtleback Dome

Year	4th High	Design Value
2016	0.074	0.074
2017	0.078	0.075
2018	0.085	0.079
2019	0.068	0.077
2020	0.084	0.079

Mariposa County Annual Design Values

Year	Design Value	High **Site**
2016	0.075	Jerseydale
2017	0.075	Yosemite - Turtleback
2018	0.079	Yosemite - Turtleback
2019	0.077	Yosemite - Turtleback
2020	0.079	Jerseydale and Yosemite - Turtleback

After removal of the wildfire impacted dates listed in Table V-7, adjusted design values were calculated for each site and Mariposa County area design values as shown in Table V-9.

Table V-9: Adjusted Design Values after exclusion of Wildfire Dates

Jerseydale

Year	4th High	Design Value
2016	0.076	0.074
2017	0.075	0.074
2018	0.076	0.075
2019	0.071	0.074
2020	0.072	0.073

Yosemite-Turtleback

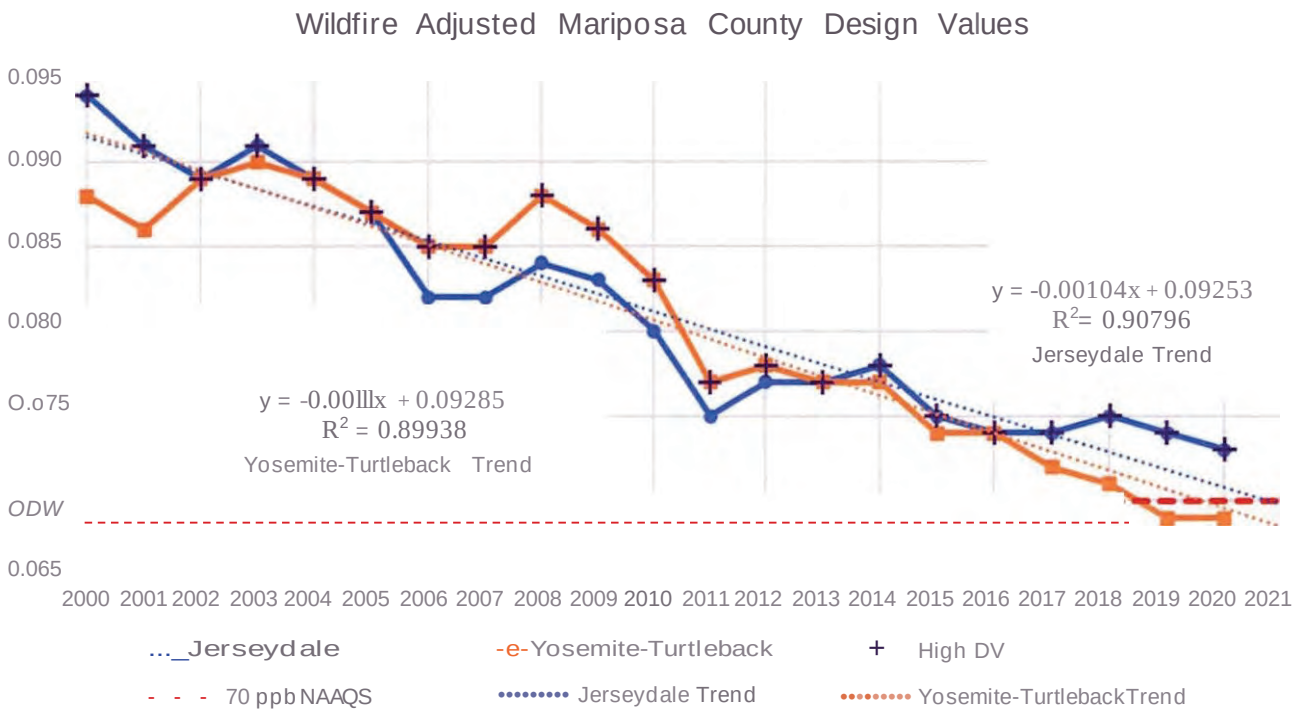
Year	4th High	Design Value
2016	0.074	0.074
2017	0.071	0.072
2018	0.070	0.071
2019	0.068	0.069
2020	0.069	0.069

Mariposa County Wildfire Adjusted Annual Design Values

Year	Design Value	High Site
2016	0.074	Jerseydale and Yosemite - Turtleback
2017	0.074	Jerseydale
2018	0.075	Jerseydale
2019	0.074	Jerseydale
2020	0.073	Jerseydale

After removing the wildfire impacted data from sites, new adjusted trendlines were calculated to project attainment of the 0.070 ppm standard. Figure V-1 shows these adjusted trends, indicating that the Yosemite-Turtleback site would have met the standard in 2019 and projected that the Jerseydale site would have met the standard in 2021if there had been no wildfire impacts during the years 2016 to 2020.

Figure V-1: Wildfire Adjusted Trends



VI. Attainment Projections

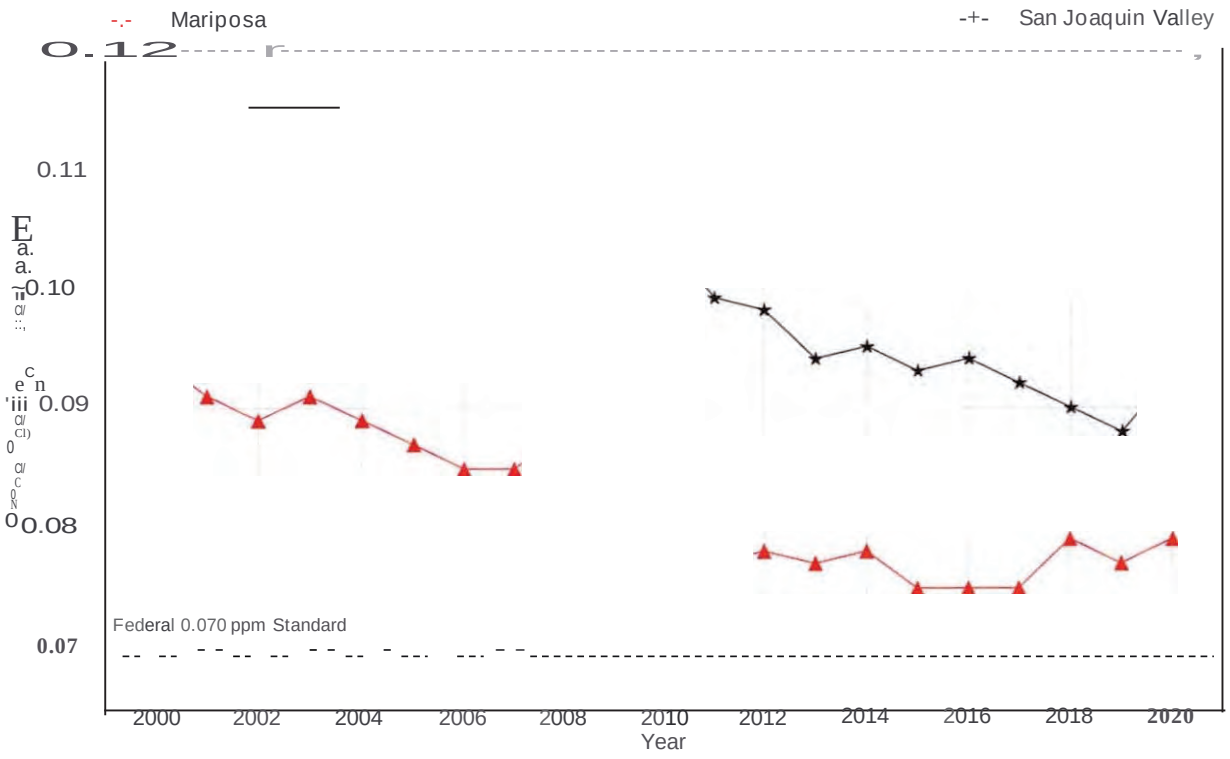
A. Upwind and Downwind Trends

Maximum design values within each of the Mariposa County (downwind) and San Joaquin Valley (upwind) nonattainment areas were compared to confirm that progress in the San Joaquin Valley was translating to similar progress in Mariposa County. In Figure VI-1, the design value trends for the two regions, from 2000 through 2020, track well with each other, especially considering the complex nature of the ozone challenges. The difference in the maximum design values between the San Joaquin Valley and Mariposa County have been fairly consistent over the years. On average, over the past two decades, the San Joaquin Valley ozone design value is 0.019 ppm higher than Mariposa County. Between 2000 and 2020, both the San Joaquin Valley and Mariposa County's ozone design values decreased by 16 percent.

The design values decline illustrates the significant progress made between 2000 and 2020 and the linkage between the upwind San Joaquin Valley extreme nonattainment area and Mariposa County. Despite design values that are still above the 0.070 ppm standard at both the monitoring sites in Mariposa County, ozone air quality has improved throughout the region in response to reductions in upwind ozone precursor emissions. Air quality data analyses presented in this WOE indicate that the monitoring sites are continuing to make progress toward attainment. Additionally, as ozone design values continue to improve in San Joaquin Valley, the magnitude of ozone transport and the impact on ozone concentrations in Mariposa County will be reduced.

Wildfires have impacted ozone levels over all of California, including Mariposa County, over the past years. 2016, 2017, 2018 and 2020 were extreme years for wildfires, with numerous wildfires active during June through October. During wildfires, additional ozone precursors are released that can impact design values across the state. The additional ozone precursors emitted from wildfires could have contributed to the increase in design values seen in years 2018 to 2020 (Figure VI-1).

Figure VI-1: Ozone Design Value Trends in Mariposa County and San Joaquin Valley



B. Wildfire Adjusted Ozone Data

With extended periods of high temperatures, minimal precipitation leading to moderate or worse drought across 95 percent of the state[17], and a large number of wildfires, conditions in 2020 were particularly favorable for ozone production throughout California. The 2020 design value site for Mariposa County is shared by both Jerseydale and Yosemite-Turtleback Dome with a design value of 0.079 ppm, which experienced a 0.005 ppm increase from 2019 at Jerseydale and a 0.002 ppm increase from 2019 at Yosemite-Turtleback Dome (Table VI-1). The high site in Mariposa County for each year has varied between Jerseydale and Yosemite-Turtleback Dome, as shown in Table VI-2.

Table VI-1: Unadjusted Design Values (ppm)

Site Name	2016	2017	2018	2019	2020
Jerseydale	0.075	0.074	0.076	0.074	0.079
Yosemite NP- Turtleback Dome	0.074	0.075	0.079	0.077	0.079

17 https://www.drought.gov/ drought-status-updates/drought-status-update-and-2020-recap-california-nevada

Table VI-2: Unadjusted High Site by Year

Year	Design Value	High Site
2016	75	Jerseydale
2017	75	Yosemite - Turtleback Dome
2018	79	Yosemite -Turtleback Dome
2019	77	Yosemite - Turtleback Dome
2020	79	Jerseydale and Yosemite - Turtleback Dome

Analysis of maximum 8-hour ozone concentrations for all days with ozone exceedances between 2016 and 2020 found numerous days with concentrations likely impacted by wildfires enhancing the production of ozone and ozone precursors. Wildfire related ozone and ozone precursors are believed to have been transported downwind from active wildfires and contributed to elevated ozone concentrations at the sites during many days. The analysis utilized the review of NOAA's Hazard Mapping System Fire and Smoke product[18], Moderate Resolution Imaging Spectroradiometer (MODIS) satellite imagery from the Aqua and Terra satellites[19], satellite imagery from NASA's WorldView platform[20], maximum 1-hour $PM_{2.5}$ concentrations[21], and daily averaged 24-hour PM2.s concentrations[22]to determine potential wildfire impact at a site. Removal of ozone values for days believed to have been impacted by wildfires led to a reduction in design values for Jerseydale in 2016, 2018, and 2020, while Yosemite-Turtleback Dome had reductions in 2017, 2018, and 2020, as shown below in Table VI-3. After excluding wildfire impacted days, the adjusted high site has been Jerseydale for the past several years (Table VI-4).

Table VI-3: Wildfire Adjusted Design Values (ppm)

Site Name	2016	2017	2018	2019	2020
Jerseydale	0.074	0.074	0.075	0.074	0.073
Yosemite NP- Turtleback Dome	0.074	0.072	0.071	0.069	0.069

Table VI-4: Wildfire Adjusted High Site by Year

Year	Design Value (ppm)	High Site
2016	0.074	Jerseydale and Yosemite - Turtleback Dome
2017	0.074	Jerseydale
2018	0.075	Jerseydale
2019	0.074	Jerseydale
2020	0.073	Jerseydale

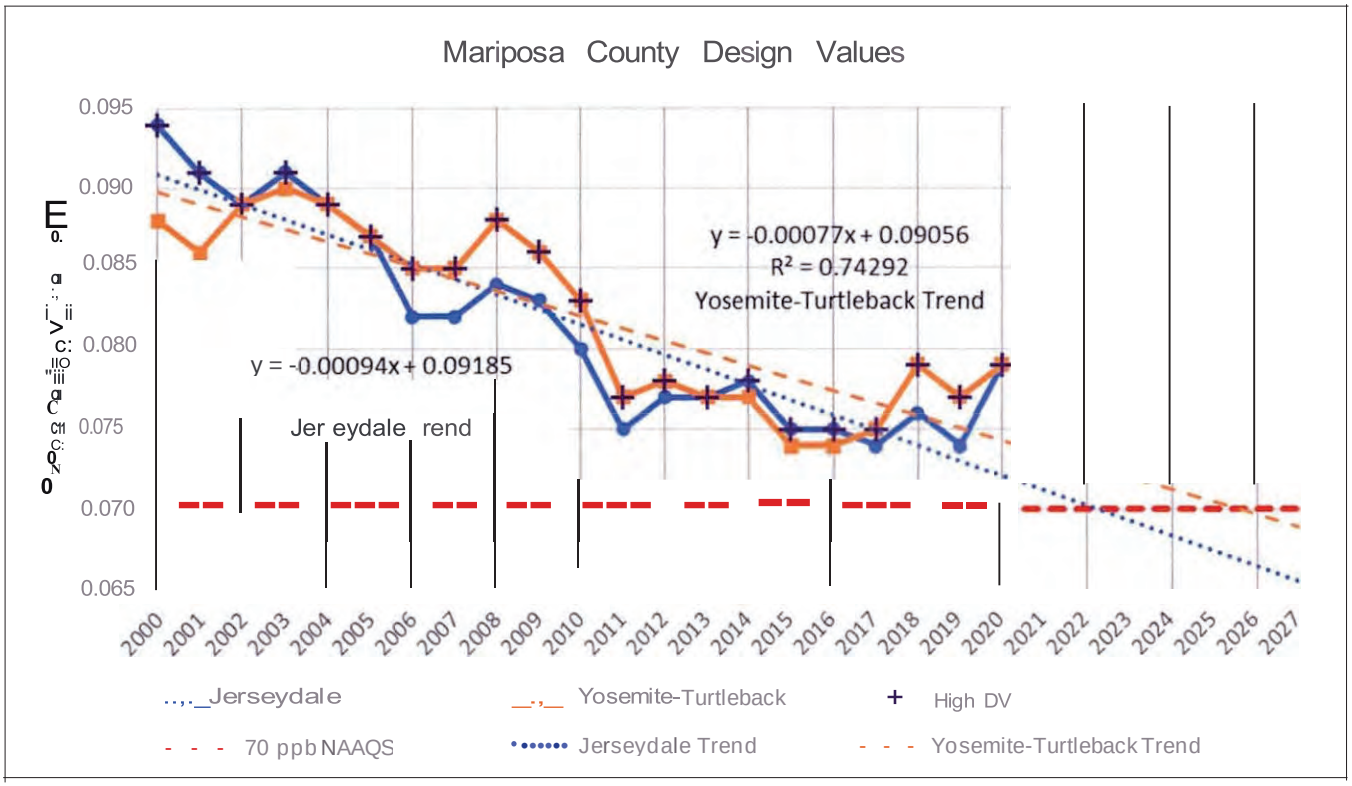
18 https://www.ospo.noaa.gov/Products/land/hms.html
19 https://modis.gsfc.nasa.gov/
20 https://worldview.earthdata.nasa.gov/
21https://www.arb.ca.gov/aqmis2/aqdselect.php
22 https://www.arb.ca.gov/aqmis2/aqdselect.php

C. Unadjusted Design Value Projections

Projections for determining when an area will achieve attainment of an ozone standard commonly utilizes linear regression modelling to approximate a mathematical data trendline. Linear regression analysis allows for the mathematical estimation of future years based on past years data. This process allows for determining the long-term trend in ozone air quality while lessening the influence of shorter-term influences such as large-scale weather patterns and wildfire impacts.

Figure VI-2 shows the 8-hour ozone design value trends, with the high design value for each year marked and the linear regression trend for each site based on year 2000 to 2020 design values. Both trends show a relatively good overall fit even with notable variability in shorter timeframes. Both Jerseydale and Yosemite-Turtleback Dome show a generally declining trend from year 2000 to 2016. Then 2017 to 2020 show an increase at both sites; this is largely believed to be driven by the increased wildfire activity during the summer and fall months in both Mariposa County and California in general.

Figure VI-2: Projected Design Values for Mariposa County Sites



The projected trend for the Jerseydale site indicates that the area is anticipated to meet the 2015 8-hour ozone standard of 0.070 ppm in 2023. The projected trend for the Yosemite National Park - Turtleback Dome site reveals that the area is anticipated to meet the 2015 8-hour ozone standard of 0.070 ppm in 2026. Trends for both sites show attainment of the standard in time for the 2026 deadline for Mariposa County.

In addition to these linear regression trends analyses, it must be noted that these are best approximations of trends. Impacts from differences in actual emissions from regulated and natural sources (increases and reductions locally, regionally, and upwind), variable meteorology, and differences in wildfire activity can lead to meeting the standard earlier or later than projected. Ultimately, these trends indicate Mariposa County is likely to attain by the 2026 attainment deadline.

VII. Conclusions

Mariposa County is classified as a moderate nonattainment area with a 2023 attainment date. This WOE evaluated ambient ozone concentrations, precursor emissions, meteorology, and population exposure trends to complement the regional photochemical modeling analysis conducted to evaluate Mariposa County's progress towards attainment.

- Transport of emissions from San Joaquin Valley, and to a lesser extent the Sacramento metropolitan and San Francisco Bay areas, is the predominant cause of high ozone concentrations and exceedances in Mariposa County. Meteorology, terrain, distribution of emissions, transport mechanisms, and wildfires are the key factors driving the ozone nonattainment challenge.
- Lack of local, fresh NOx emissions decreases nighttime breakdown of ozone, allowing for transported ozone concentrations to remain elevated.
- Evaluation of wind trajectories confirms that transport can occur at both the surface and from top-down entrainment of elevated polluted air into the surface-based mixing boundary layer. Additionally, long ranged transport of wildfire emissions was found to reach Mariposa County and contribute to ozone exceedances during multiple days.
- Mariposa County emissions are a fraction of the emissions in the San Joaquin Valley. Analyses indicate that transport from this area routinely contributes to ozone air quality in Mariposa County and progress towards attainment in Mariposa County will depend on continued progress in the San Joaquin Valley.
- NOx emissions in both Mariposa County (55 percent) and San Joaquin Valley (64 percent) have decreased alongside generally decreasing ozone design values and exceedance days in Mariposa County between years 2000 and 2020. Additional emissions reductions between 2020 and 2026 are projected in Mariposa County (35 percent) and San Joaquin valley (37 percent).
- Since 2000, longer-term trends of ozone design values and annual number of exceedance days in Mariposa County have generally decreased by 16 percent and 65 percent, respectively.
- Prolonged periods of generally warmer and drier summers in addition to larger, extremely active wildfires have led to an increase in design values since 2016 that are not representative of overall reductions in regulated emissions across the region.
- Ozone weekend effect and photochemical modeling analyses indicate the region is NOx-limited, indicating the continuation of NOx-focused emissions control strategies will be most effective for future ozone reduction plans.
- Adjusted design values projected attainment in 2021if wildfires had not contributed emissions, which potentially added 42 exceedance days during years 2016 to 2020.
- Photochemical modeling and linear regression analyses for design value trends performed by CARB staff project a 2026 design value which shows attainment by 2026.

In summary, when accounting for the meteorological, emissions, and ozone air quality analyses presented in this WOE alongside modeling projections, CARB staff finds that attainment by 2026 is feasible and recommends that MCAPCD should seek a bump-up to serious classification of the

0.070 ppm standard for Mariposa County. Indications are that substantial progress has been accomplished in Mariposa County, but attainment of the standard is unlikely by the moderate attainment deadline of 2023. Analyses instead find that current control measures implemented in Mariposa County and the upwind areas should lead Mariposa County to attain the federal 8-hour ozone standard of 0.070 ppm by the serious attainment deadline of 2026.

VIII. Appendix A

This appendix contains the analyses used to determine probable wildfire impacts contributing to ozone exceedances at the Mariposa County sites. The full spreadsheets summarizing the analyses for the Jerseydale and Yosemite-Turtleback sites for all exceedance dates are as follows in Table Vlll-1. Further analyses in this appendix are narrowed down to only the wildfire impacted dates which also influenced at least one Mariposa County site ozone 4th high during 2016-2020 as listed in Table Vlll-2.

Table VIII-1: Mariposa County Wildfire Summary Analysis for Exceedance Days

Jerseydale

Date	Max 8-hr Ozone	HMS Smoke	Modis Smoke	Max 1-hr PM2.5[23]	24-hr PM2.5[24]	Fire Impact[25]	Other notes?
6/4/2016	0.075	no	no	20	7.666667	no	
7/1/2016	0.072	no	no	9	3	no	
8/10/2016	0.072	light	yes	46	13.66667	no	
8/11/2016	0.072	light	no	43	18.25	no	
8/12/2016	0.071	no	no	27	14.45833	no	
8/16/2016	0.076	light	yes	34	15.91667	no	
8/17/2016	0.079	light	yes	28	18.08333	no	
8/18/2016	0.081	moderate	yes	23	14.25	no	
8/19/2016	0.077	light	yes	70	20.91667	yes	
9/7/2016	0.076	light	no	59	20.20833	no	
9/9/2016	0.072	moderate	yes	79	31.58333	yes	
9/10/2016	0.073	moderate	yes	48	15.66667	no	
9/26/2016	0.074	moderate	no - but fire nearby	74	26.75	yes	
9/27/2016	0.073	light	yes	69	17.20833	no	
9/28/2016	0.089	no	no	39	18.16667	no	
9/29/2016	0.071	light	no	33	15.875	no	
5/24/2017	0.072	no	no	23	7.833333	no	
7/4/2017	0.071	no	no	32	5.833333	no	
7/8/2017	0.075	light	no	40	7	no	

23 Maximum 1-hour PM2.5 values shaded light red when greater than 35.

24 24-hour averaged PM2.5 values shaded light red when greater than 35, green when less than 20.

25 Fire impact determination shaded yellow when exceedance day was determined to be impacted by wildfires.

Date	Max 8-hr Ozone	HMS Smoke	Modis Smoke	Max 1-hr PM2.5[23]	24-hr PM2.5[24]	Fire Impact[25]	Other notes?
7/22/2017	0.073	light	yes	80	34.20833	yes	
7/23/2017	0.072	light	no - but fire nearby	95	25.20833	yes	
7/24/2017	0.075	no	no	47	13.95238	no	
8/2/2017	0.083	light	yes	48	12.125	no	
8/30/2017	0.071	moderate	yes	41	12.29167	no	
9/1/2017	0.078	heavy	yes	44	15.6087	no	
9/12/2017	0.071	no	yes	49	8.5	no	
6/22/2018	0.073	no	no	62	7.208333	no	
7/2/2018	0.076	no	no	48	12.45833	no	Possibly residual smoke at surface from prior day
7/25/2018	0.079	heavy	yes	130	84.33334	yes	Very active Ferguson Fire in area
8/8/2018	0.081	heavy	yes	204	73.04166	yes	
8/24/2018	0.071	light	yes	44	17.54167	no	
8/25/2018	0.071	light	yes	31	17.52381	no	
8/26/2018	0.073	light	no	tlN/A	tlN/A	no	
9/20/2018	0.076	no	no	75	N/A	no	
9/21/2018	0.073	no	no	42	9.5	no	
9/27/2018	0.077	no	no	36	11.04167	no	
9/28/2018	0.084	no	no	67	13.58333	no	
8/3/2019	0.071	no	no	tlN/A	tlN/A	no	
8/6/2019	0.074	no	no	tlN/A	tlN/A	no	
8/14/2019	0.071	no	no	58	6.5	no	
8/15/2019	0.073	light	no	43	7.166667	no	
9/15/2019	0.074	no	no	104	16.45833	no	
5/9/2020	0.071	no	no	13	7.958333	no	
8/14/2020	0.072	no	no	13	5.833333	no	
8/17/2020	0.076	light	no	10	6.375	no	
8/18/2020	0.078	moderate	yes	22	11.41667	no	

Date	Max 8-hr Ozone	HMS Smoke	Modis Smoke	Max 1-hr PM2.s[23]	24-hr PM2.s[24]	Fire Impact[25]	Other notes?
8/20/2020	0.091	heavy	yes	96	65.3913	yes	
8/21/2020	0.092	moderate	yes	77	33.91667	yes	
8/22/2020	0.098	heavy	yes	110	46.83333	yes	
8/23/2020	0.091	heavy	yes	127	85.70834	yes	
8/24/2020	0.100	heavy	yes	95	64.16666	yes	
8/25/2020	0.080	heavy	yes	71	42.5	yes	
8/29/2020	0.071	moderate	yes	27	18.41667	no	
8/30/2020	0.072	heavy	yes	33	23.66667	yes	
8/31/2020	0.074	heavy	yes	41	29.16667	yes	
9/1/2020	0.078	moderate	yes	36	30.08333	yes	
9/2/2020	0.074	light	yes	37	27.125	yes	
9/4/2020	0.075	moderate	yes	26	16.20833	no	
9/8/2020	0.073	heavy	yes	97	69.70834	yes	
9/21/2020	0.074	heavy	yes	292	159.7917	yes	
10/1/2020	0.073	moderate	yes	IIN/A	IIN/A	yes	On fringe of widespread smoke across valley plus active wildfire smoke funneling through nearby valleys. High PM2.S (Ihr=84, 24hr=34) at Yosemite Valley PurpleAir Sensor
10/3/2020	0.072	heavy	yes	IIN/A	IIN/A	yes	Smoke analysis based on HMS Smoke & Satellite. High PM2.5 (Ihr=108, 24hr=51) at Yosemite Valley PurpleAir Sensor
10/6/2020	0.072	heavy	yes	IIN/A	IIN/A	yes	Smoke analysis based on HMS Smoke & Satellite. High PM2.5 (Ihr=123, 24hr=62) at Yosemite Valley PurpleAir Sensor
10/7/2020	0.077	moderate	yes	IIN/A	IIN/A	yes	Smoke analysis based on HMS Smoke & Satellite. High PM2.S (Ihr=76, 24hr=49) at Yosemite Valley PurpleAir Sensor
10/15/2020	0.072	heavy	yes	IIN/A	IIN/A	yes	Smoke analysis based on HMS Smoke & Satellite. High PM2.5 (Ihr=76, 24hr=42) at Yosemite Valley PurpleAir Sensor
10/23/2020	0.072	moderate	yes	IIN/A	IIN/A	yes	Smoke analysis based on HMS Smoke & Satellite. High PM2.5 (Ihr=42, 24hr=30) at Yosemite Valley PurpleAir Sensor

Yosemite National Park - Turtleback Dome

Date	Max 8-hr Ozone	HMS Smoke	MODIS Smoke	Max 1-hr PM2.s[26]	24-hr PM2.s[27]	Fire Impact[28]	Other notes?
6/4/2016	0.075	no	no	20	7.666667	no	
7/2/2016	0.072	no	no	17	5	no	
7/25/2016	0.072	light	no	7	N/A	no	
7/31/2016	0.073	heavy	yes	47	22.625	yes	
8/10/2016	0.073	light	no	46	13.66667	no	
8/11/2016	0.074	light	no	43	18.25	no	
8/16/2016	0.071	light	yes	34	15.91667	no	
8/17/2016	0.076	light	yes	28	18.08333	no	
8/18/2016	0.078	moderate	yes	23	14.25	no	
8/19/2016	0.074	light	yes	70	20.91667	yes	
9/28/2016	0.074	no	no	39	18.16667	no	Slight chance there's residual smoke at surface but seemsunlikely.
7/2/2017	0.074	moderate	yes	48	13.25	no	
7/4/2017	0.071	no	no	32	5.833333	no	
7/19/2017	0.088	moderate	yes	232	92.75	yes	
7/20/2017	0.082	moderate	yes	231	109.8261	yes	
7/21/2017	0.076	moderate	yes	150	81.91666	yes	
7/22/2017	0.082	light	yes	80	34.20833	yes	
7/23/2017	0.076	no	no	95	25.20833	yes	Appears to be on fringe of smoke from smaller wildfire, but unlikely to justify unless PM is elevated
7/24/2017	0.078	no	no	47	13.95238	no	
9/1/2017	0.071	heavy	yes	44	15.6087	yes	

26 Maximum 1-hour PM2.svalues shaded light red when greater than 35.

27 24-hour averaged PM2.s values shaded light red when greater than 35, green when less than 20.

28 Fire impact determination shaded yellow when exceedance day was determined to be impacted by wildfires.

Date	Max 8-hr Ozone	HMS Smoke	MODIS Smoke	Max 1-hr PM2.s[26]	24-hr PM2.s[27]	Fire Impact[28]	Other notes?
9/2/2017	0.072	moderate	yes	86	29.S	yes	
9/12/2017	0.073	no	no	49	8.5	no	
7/15/2018	0.078	heavy	yes	338	89.04166	yes	Ferguson Fire started 7/13/2018
7/16/2018	0.079	heavy	yes	287	144.1429	yes	
7/17/2018	0.080	heavy	yes	271	121.3333	yes	
7/18/2018	0.092	heavy	yes	518	225.8333	yes	
7/19/2018	0.089	heavy	yes	372	251.0417	yes	
7/20/2018	0.083	moderate	yes	255	115.1667	yes	
7/21/2018	0.074	heavy	yes	414	185.7083	yes	
7/23/2018	0.071	heavy	yes	237	81.21739	yes	
7/24/2018	0.073	heavy	yes	237	70.25	yes	
7/25/2018	0.085	heavy	yes	130	84.33334	yes	
7/26/2018	0.074	heavy	yes	481	129.4583	yes	
7/27/2018	0.083	heavv	yes	489	116.1667	yes	
7/28/2018	0.084	heavy	yes	422	165.8261	yes	
7/29/2018	0.079	heavy	yes	295	144.4167	yes	
7/31/2018	0.079	heavy	yes	277	143.4583	yes	
8/1/2018	0.073	heavy	yes	254	126.6667	yes	
8/4/2018	0.087	heavy	yes	596	181.5833	yes	
8/6/2018	0.077	heavy	yes	546	146.375	yes	
8/7/2018	0.072	heavy	yes	257	128.25	yes	
8/8/2018	0.085	moderate	yes	204	73.04166	yes	
8/9/2018	0.073	moderate	yes	216	82.91304	yes	
8/11/2018	0.078	heavy	yes	231	103.2083	yes	
8/26/2018	0.071	light	no	IIN/A	IIN/A	no	
9/21/2018	0.073	no	no	42	9.5	no	Oak Fire (Ahwahnee area) did not start until 9/22/2018
9/28/2018	0.075	no	no	67	13.58333	no	Nearby fire does not appear to impact Turtleback
9/15/2019	0.073	no	no	104	16.45833	no	

Date	Max 8-hr Ozone	HMS Smoke	MODIS Smoke	Max 1-hr PM2.s[26]	24-hr PM2.s[27]	Fire Impact[28]	Other notes?
8/17/2020	0.071	light	no	10	6.375	no	
8/18/2020	0.072	moderate	yes	22	11.41667	no	
8/20/2020	0.084	moderate	yes	96	65.3913	ves	
8/21/2020	0.080	light	yes	77	33.91667	ves	
8/22/2020	0.100	moderate	yes	110	46.83333	yes	
8/23/2020	0.094	moderate	yes	127	85.70834	yes	
8/24/2020	0.099	moderate	yes	95	64.16666	yes	
8/25/2020	0.076	moderate	yes	71	42.5	yes	
8/31/2020	0.071	moderate	yes	41	29.16667	yes	
9/1/2020	0.074	light	yes	36	30.08333	yes	
9/2/2020	0.071	light	yes	37	27.125	yes	
9/8/2020	0.075	heavy	yes	97	69.70834	yes	

Table VIII-2: Wildfire Impacted Dates with Affected Sites

Date	Site(s)
8/19/2016	Jerseyda/e
7/19/2017	Yosemite-Turtleback
7/20/2017	Yosemite-Turtleback
7/21/2017	Yosemite-Turtleback
7/22/2017	Yosemite-Turtleback
7/23/2017	Yosemite-Turtleback
9/2/2017	Yosemite-Turtleback
7/15/2018	Yosemite-Turtleback
7/16/2018	Yosemite-Turtleback
7/17/2018	Yosemite-Turtleback
7/18/2018	Yosemite-Turtleback
7/19/2018	Yosemite-Turtleback
7/20/2018	Yosemite-Turtleback
7/21/2018	Yosemite-Turtleback
7/23/2018	Yosemite-Turtleback
7/24/2018	Yosemite-Turtleback
7/25/2018	Jerseyda/e & Yosemite-Turtleback
7/26/2018	Yosemite-Turtleback
7/27/2018	Yosemite-Turtleback
7/28/2018	Yosemite-Turtleback
7/29/2018	Yosemite-Turtleback
7/31/2018	Yosemite-Turtleback
8/1/2018	Yosemite-Turtleback
8/4/2018	Yosemite-Turtleback
8/6/2018	Yosemite-Turtleback
8/7/2018	Yosemite-Turtleback
8/8/2018	Jerseydale & Yosemite-Turtleback
8/9/2018	Yosemite-Turtleback
8/11/2018	Yosemite-Turtleback
8/20/2020	Jerseydale & Yosemite-Turtleback
8/21/2020	Jerseydale & Yosemite-Turtleback
8/22/2020	Jerseydale & Yosemite-Turtleback
8/23/2020	Jerseydale & Yosemite-Turtleback
8/24/2020	Jerseydale & Yosemite-Turtleback
8/25/2020	Jerseyda/e & Yosemite-Turtleback
8/31/2020	Jerseydale
9/1/2020	Jerseydale & Yosemite-Turtleback

Date	Site(s)
9/2/2020	Jerseydale
9/8/2020	Jerseydale & Yosemite-Turtleback
9/21/2020	Jerseydale
10/1/2020	Jerseydale
10/7/2020	Jerseydale

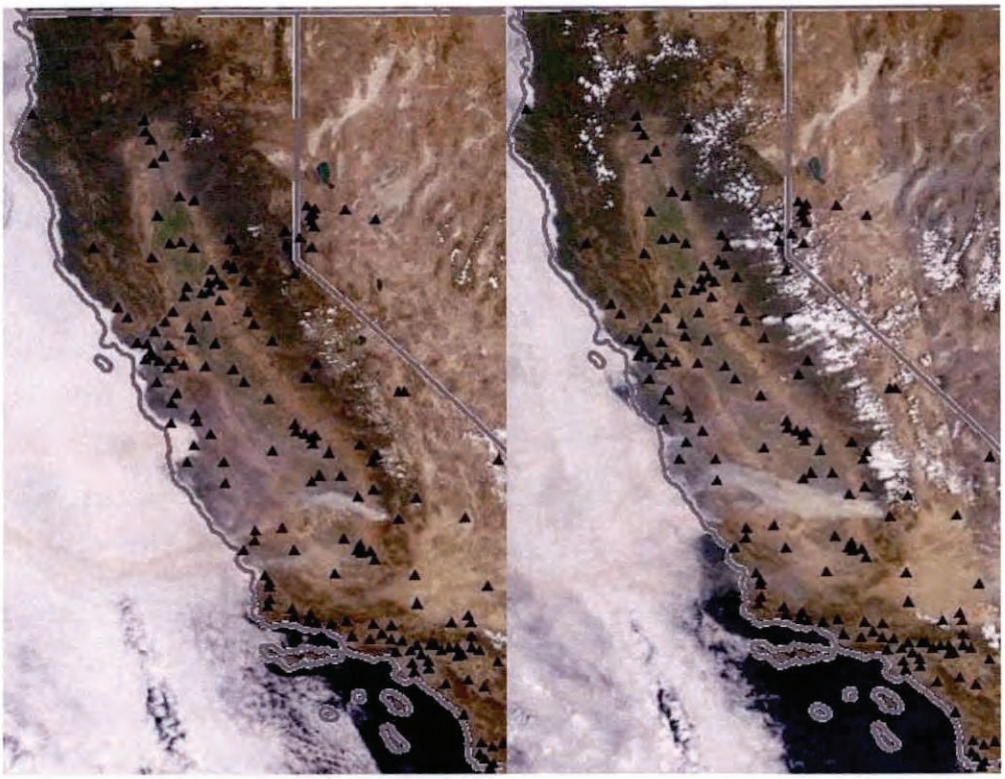
A. Imagery

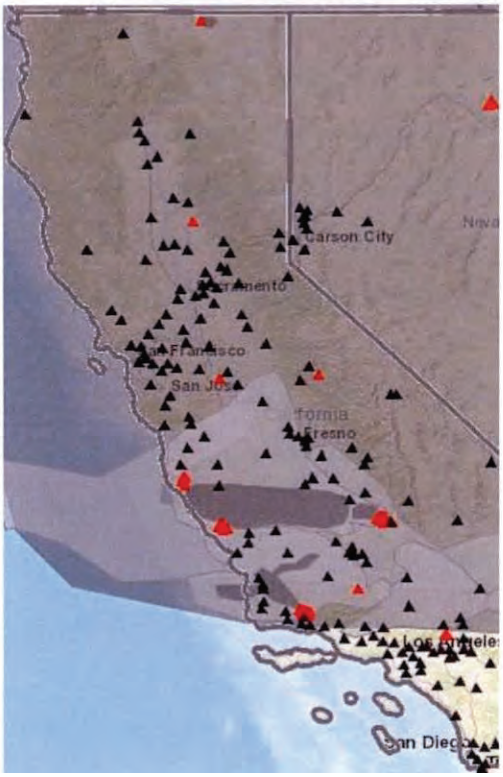
Three products were used for visually determining whether wildfire smoke was likely transported from an active wildfire to the general area aloft near a site during the day of an associated exceedance of the 8-hour ozone national ambient air quality standards. Corrected Reflectance {True Color) satellite imagery products from the Moderate Resolution Imaging Spectroradiometer {MODIS) instruments on both the Terra and Aqua satellites were sourced from AirNowTech[29] but are also publicly accessible from the WorldView[30] tool from NASA's Earth Observing System Data and Information System. Additionally, the Hazard Mapping System {HMS) Fire and Smoke[31] products from NOAA are manually created by NOAA satellite analysts utilizing multiple visible satellite imagery sources as time and data allows to show active wildfire locations and estimated smoke coverage and density for a given day. Larger, higher quality images can be located on the associated websites listed in the footnotes below.

29 https://www.airnowtech.org/
30 https://worldview.earthdata.nasa.gov/
31 https://www.ospo.noaa.gov/Products/land/hms.html

August 19, 2016

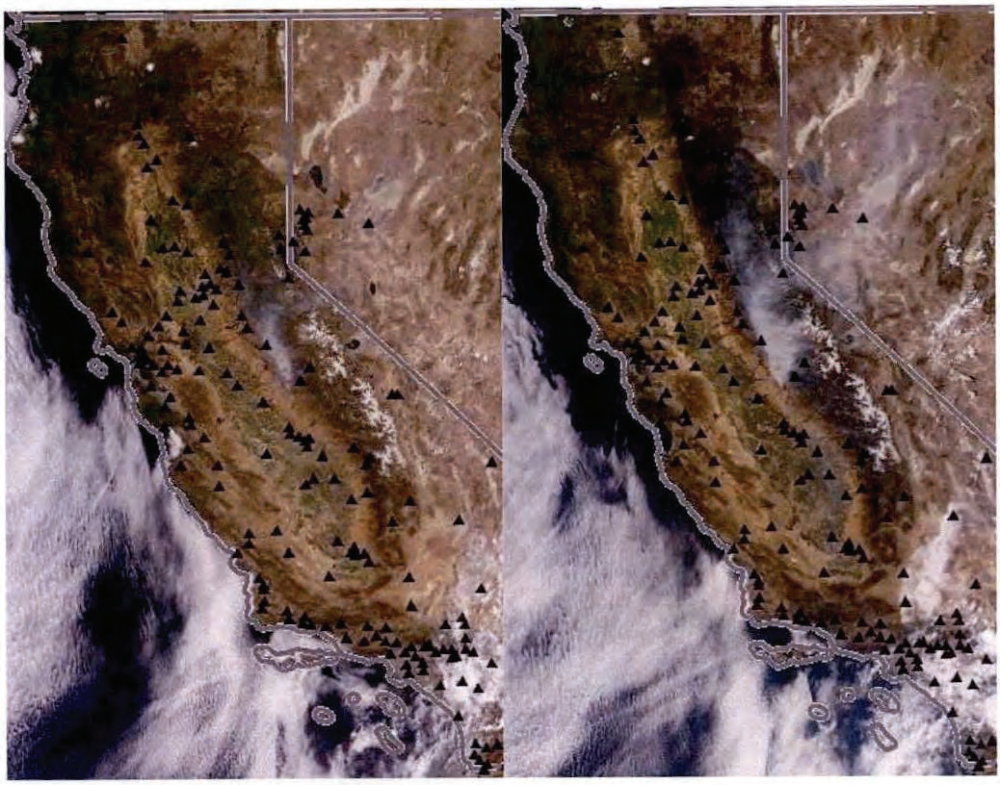
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

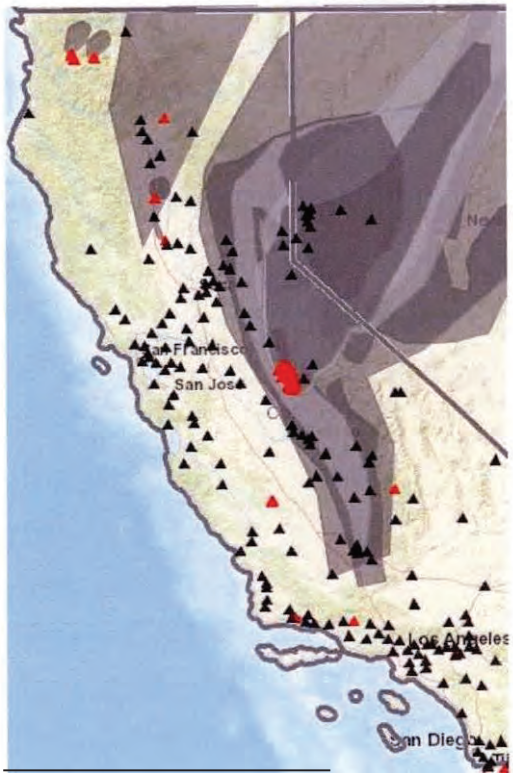




July 44, 2017

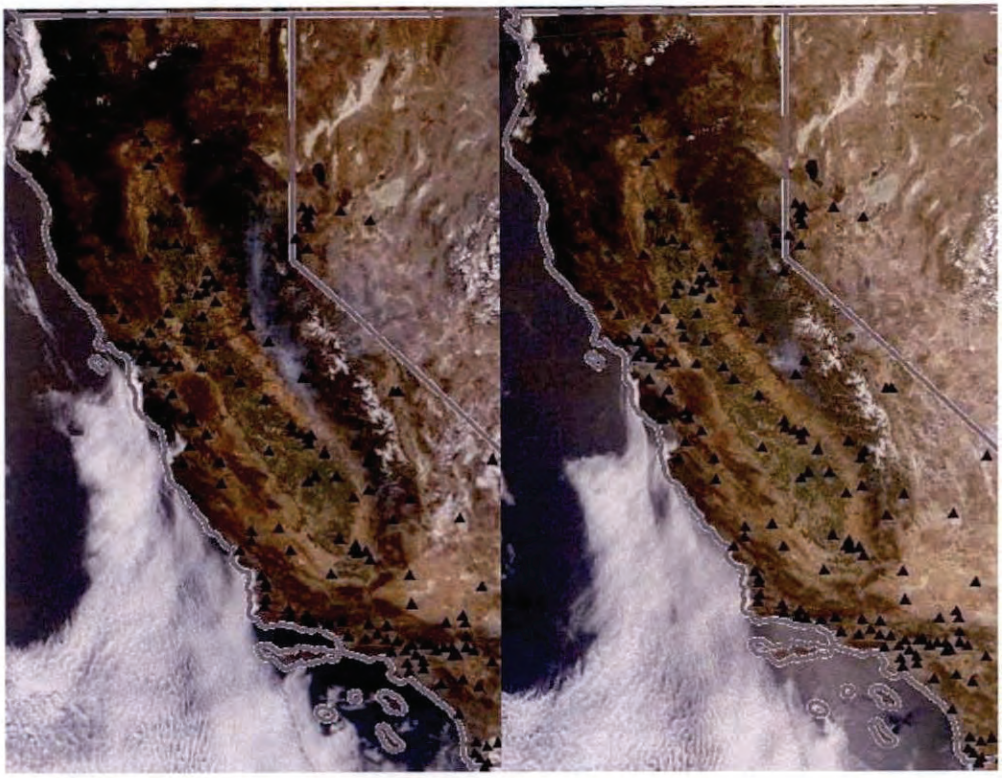
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

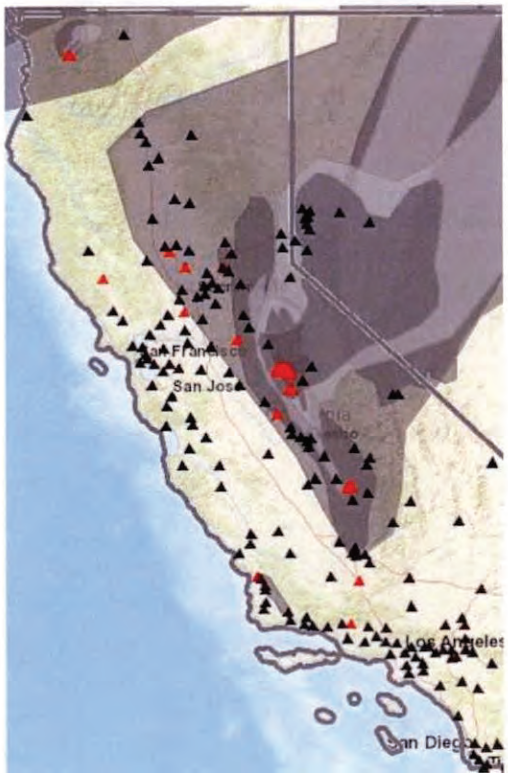




July 45, 2017

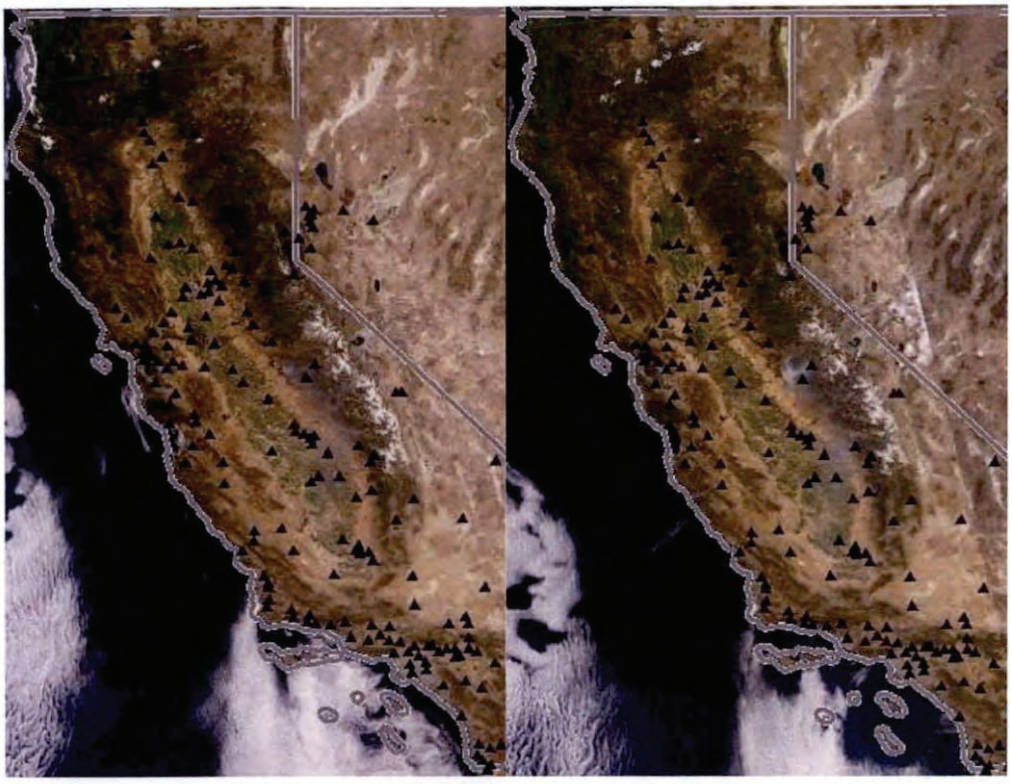
MODI$ Terra, MODI$ Aqua, and HMS Fire and Smoke

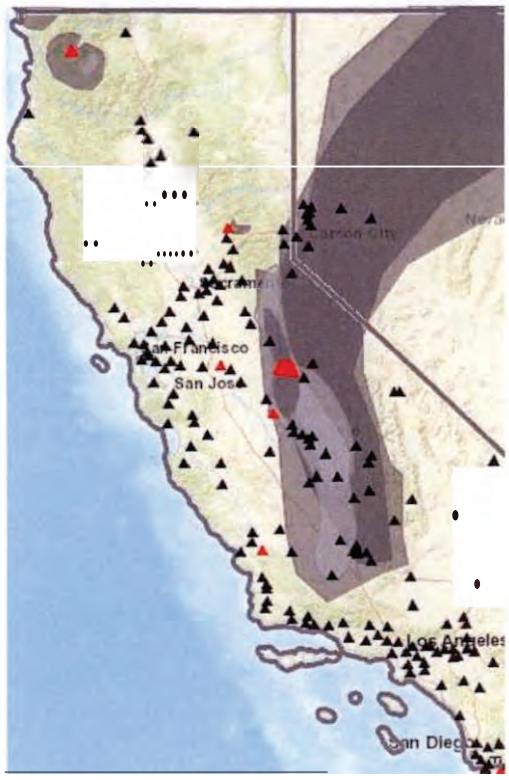




July 46, 2017

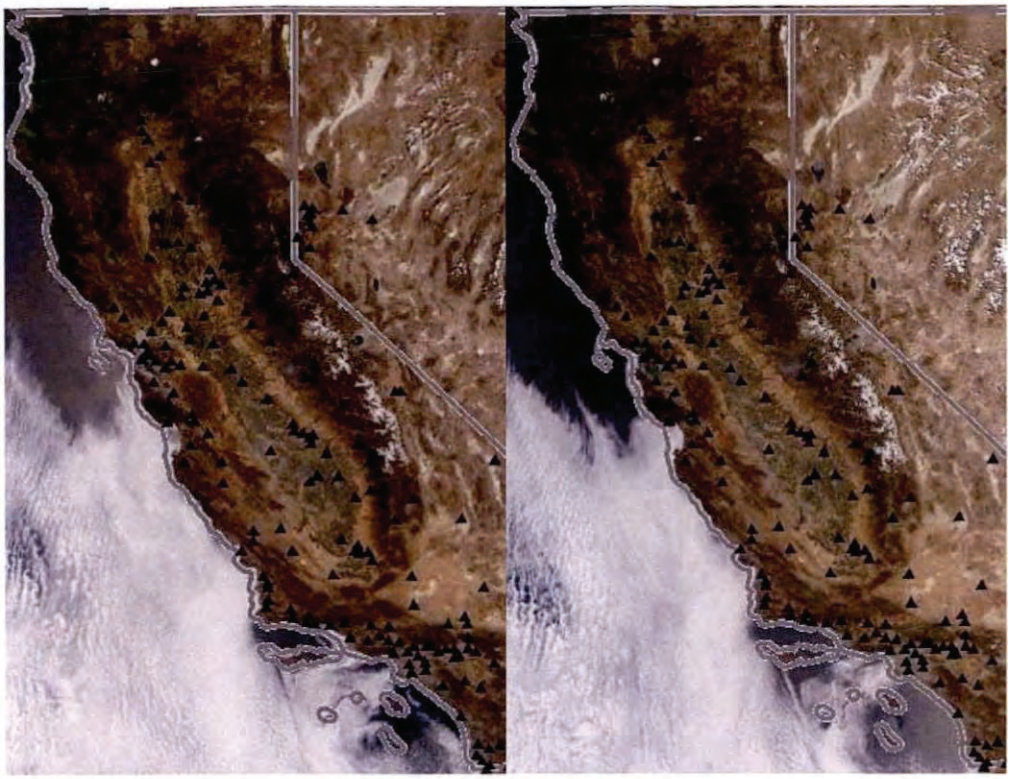
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

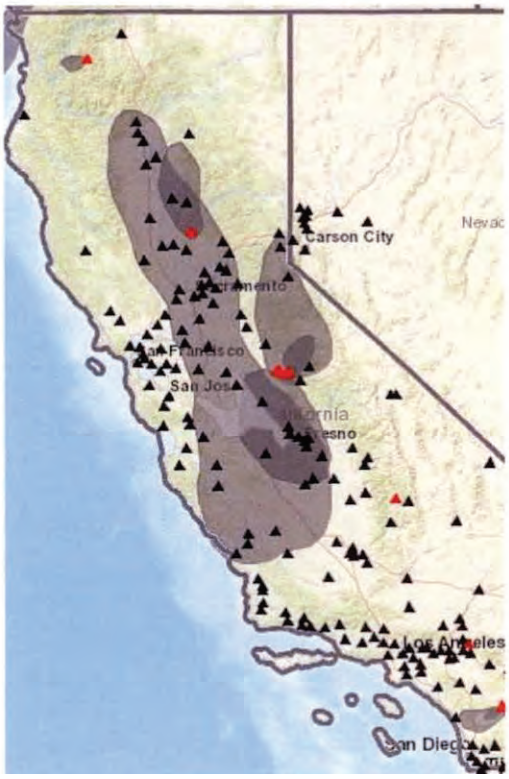




July 47, 2017

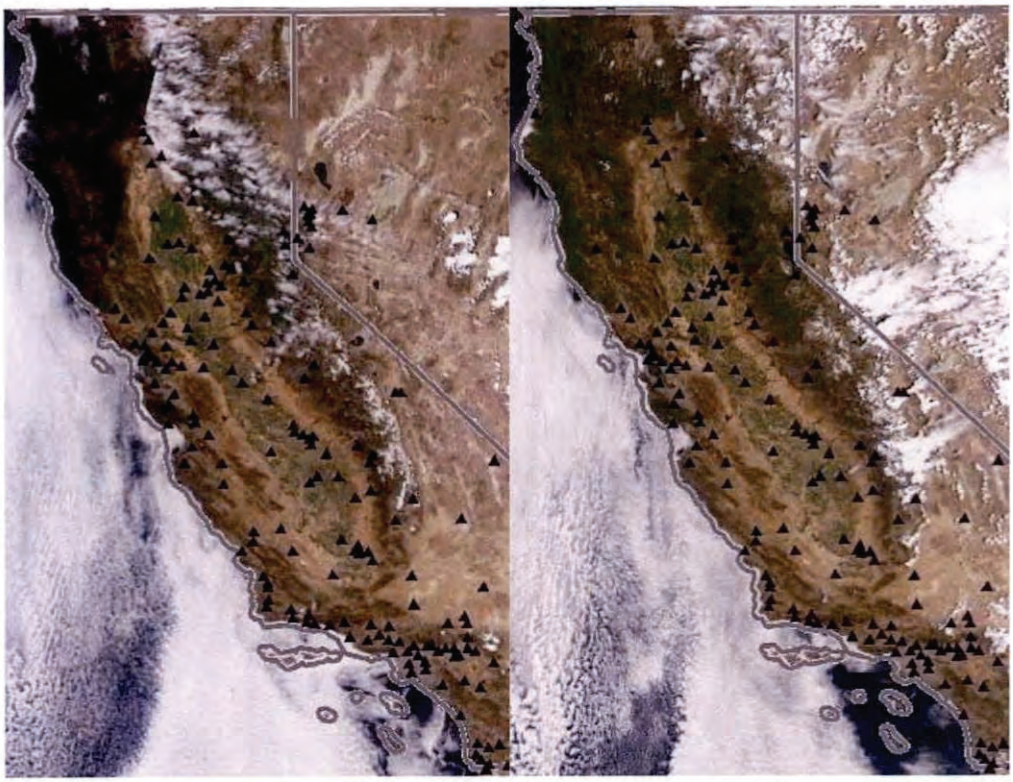
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

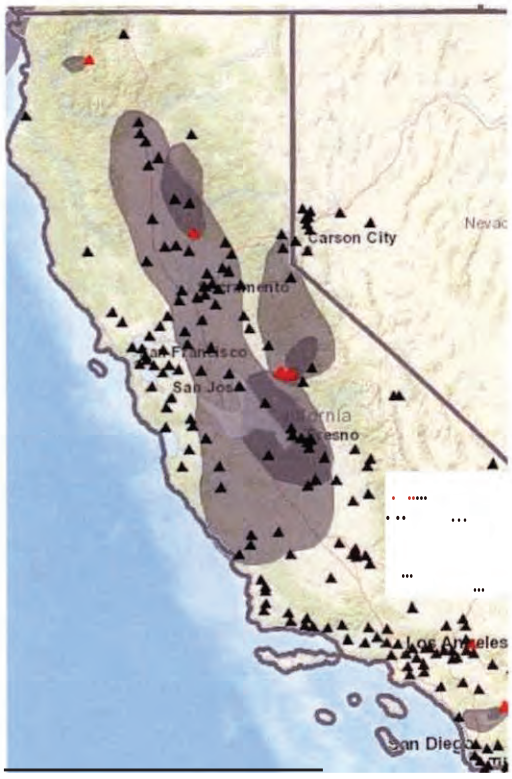




July 48, 2017

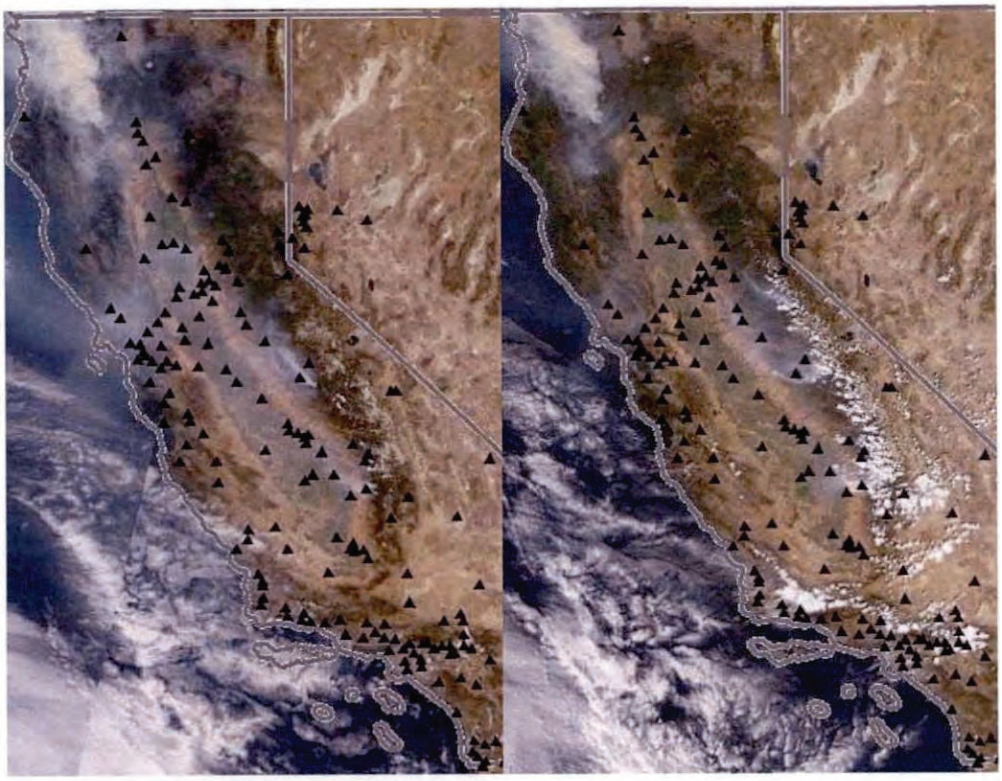
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

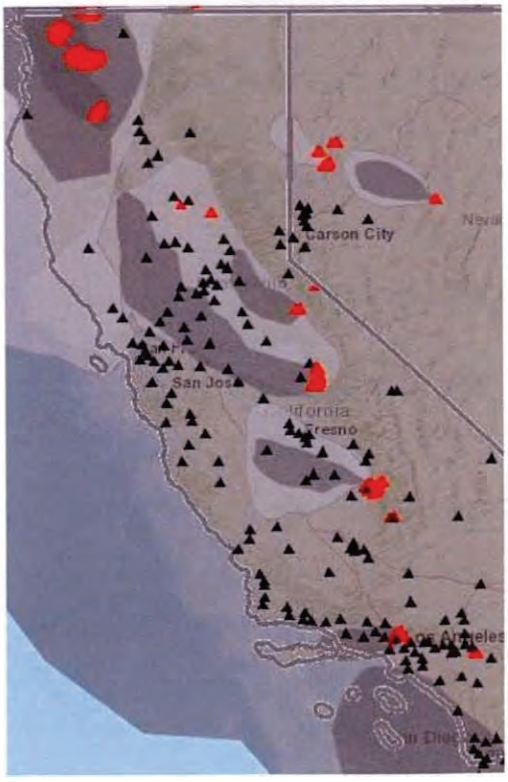




September 2, 2017

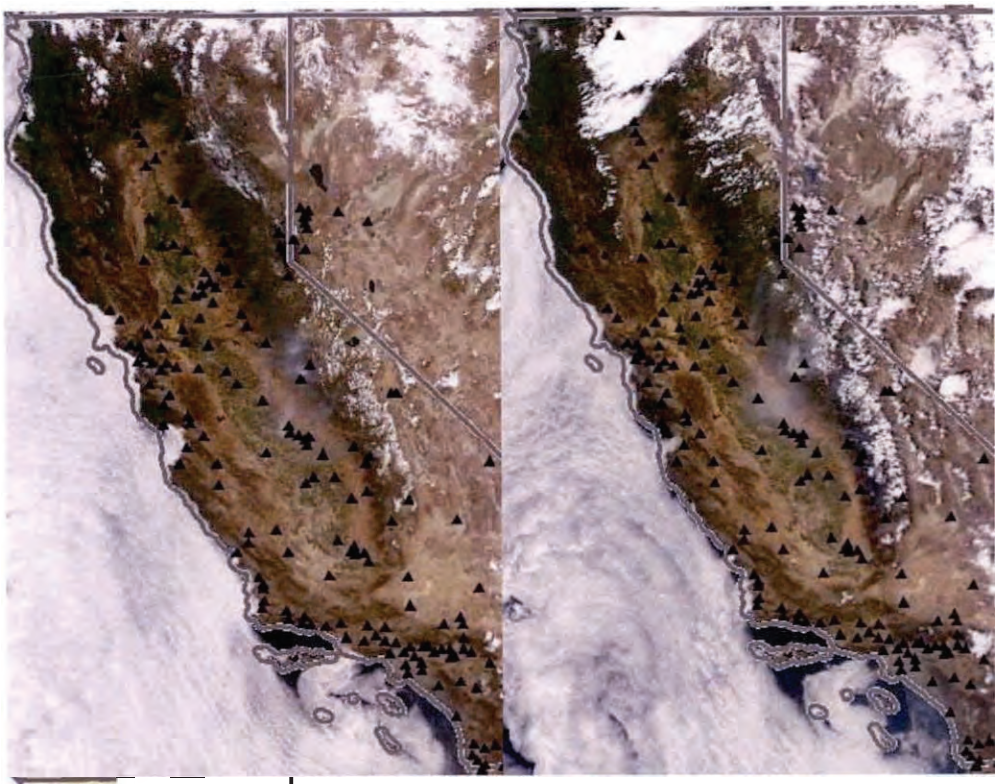
MODI$ Terra, MODI$ Aqua, and HMS Fire and Smoke

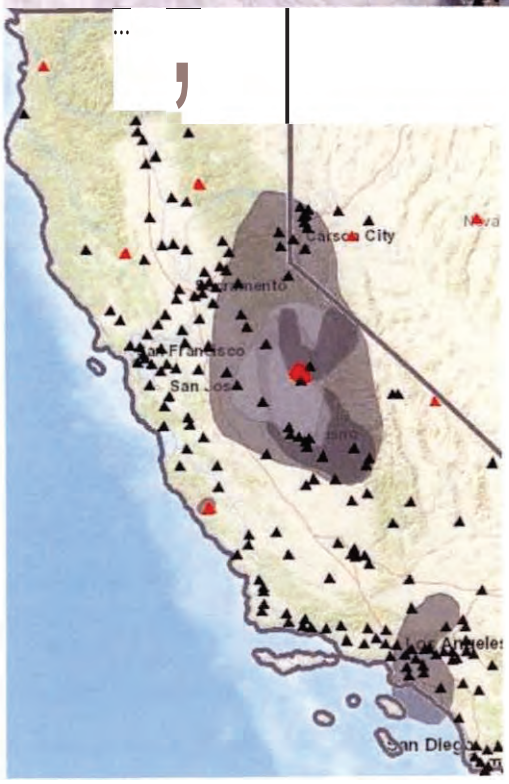




July 15, 2018

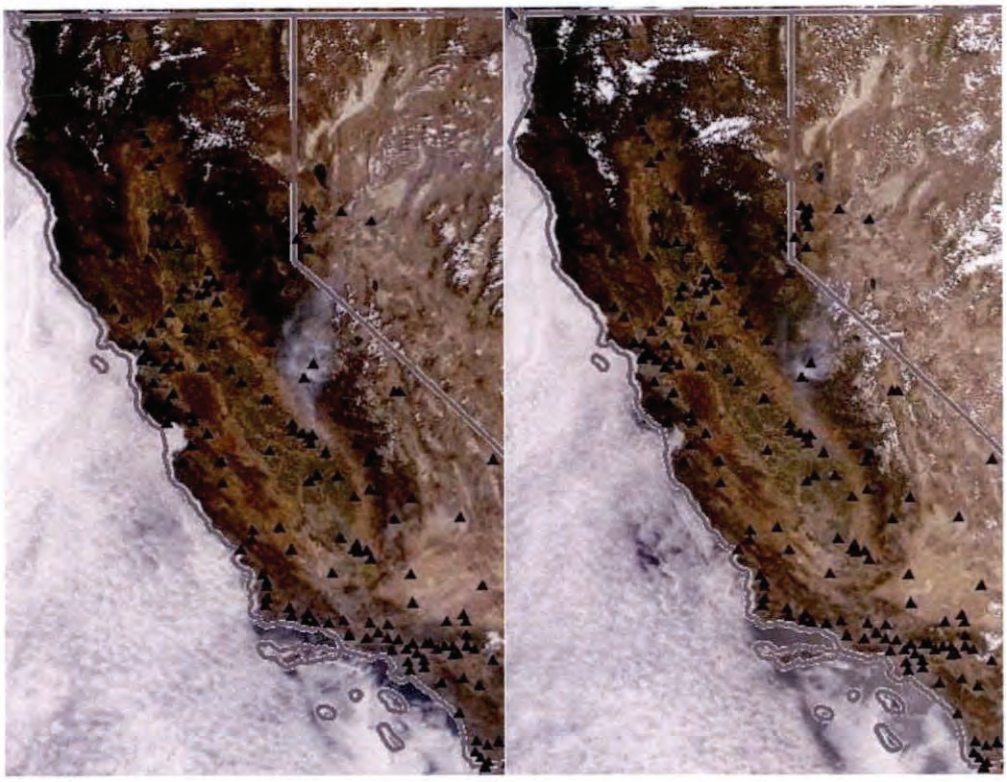
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

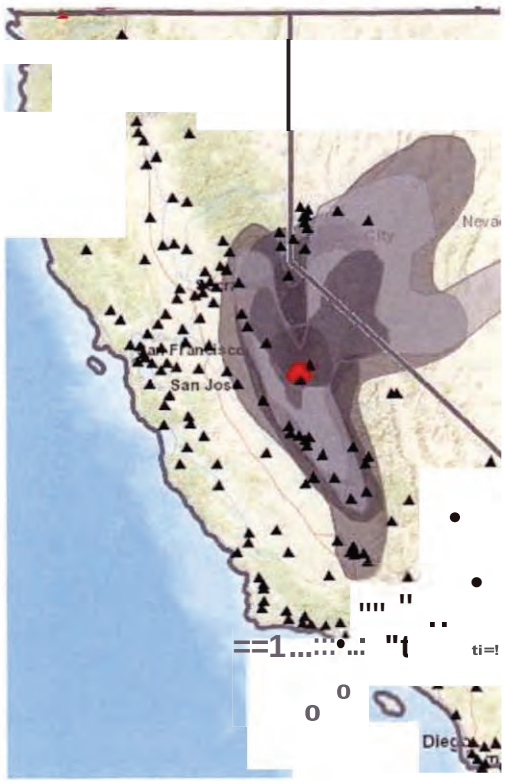




July 16, 2018

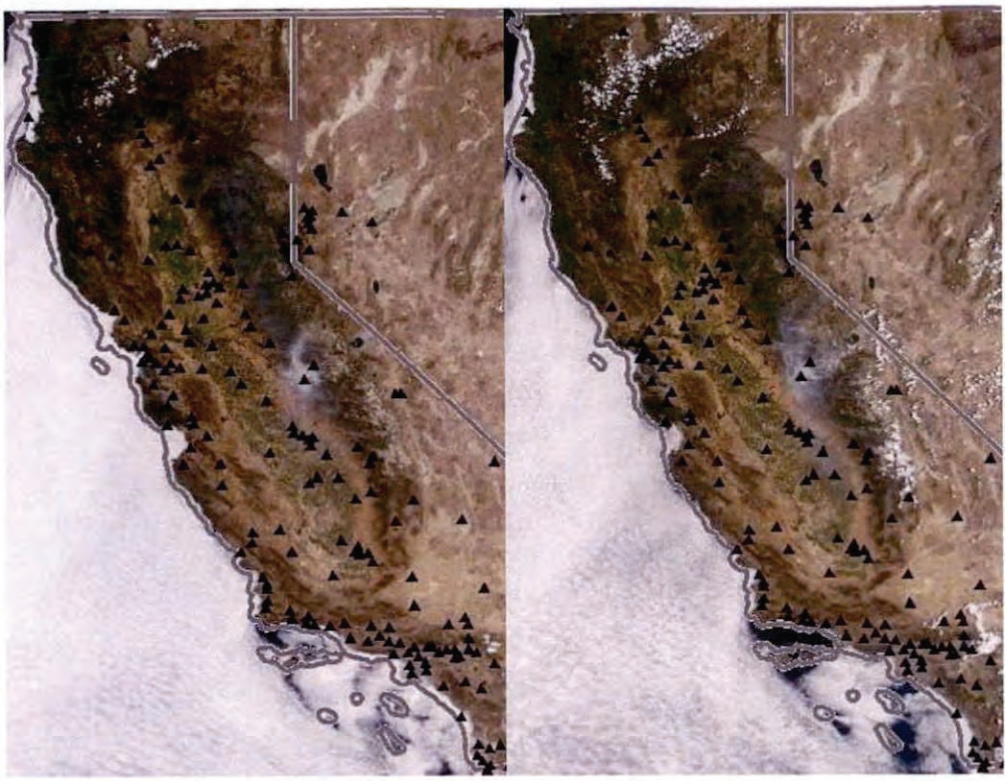
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

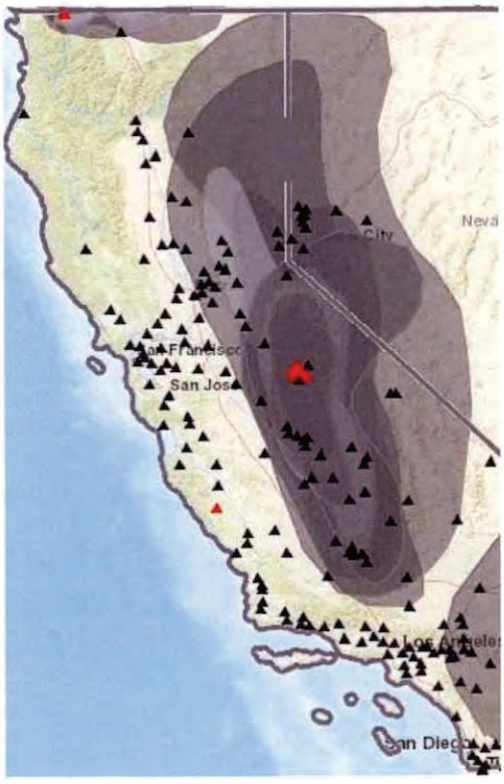




July 17, 2018

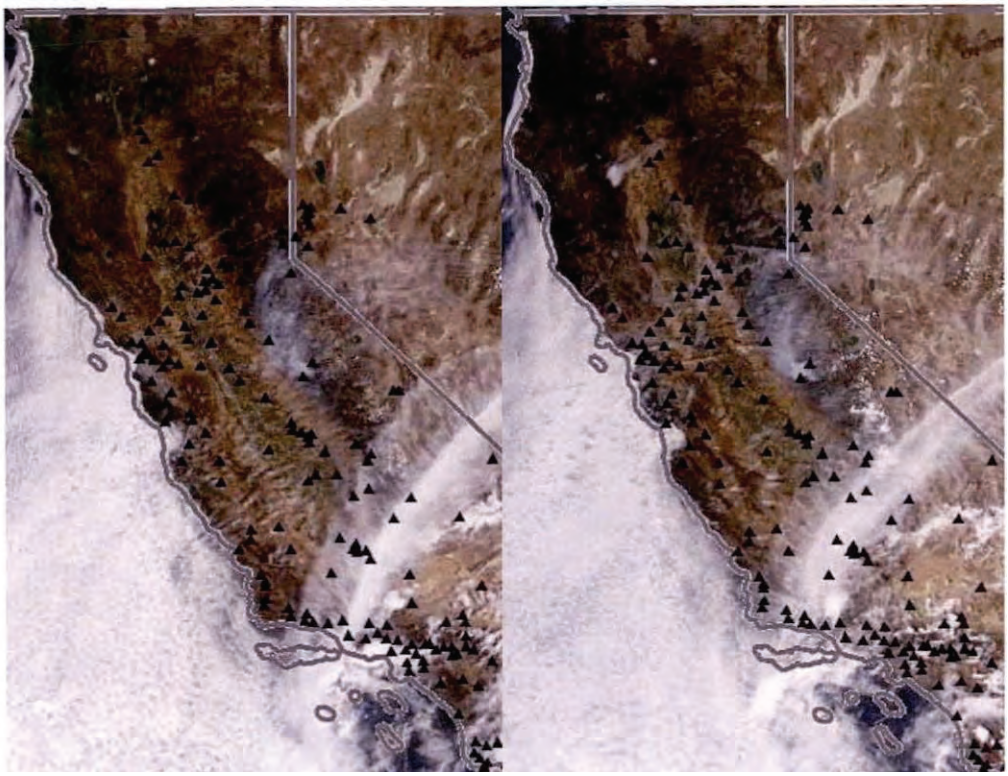
MODISTerra, MODIS Aqua, and HMS Fire and Smoke

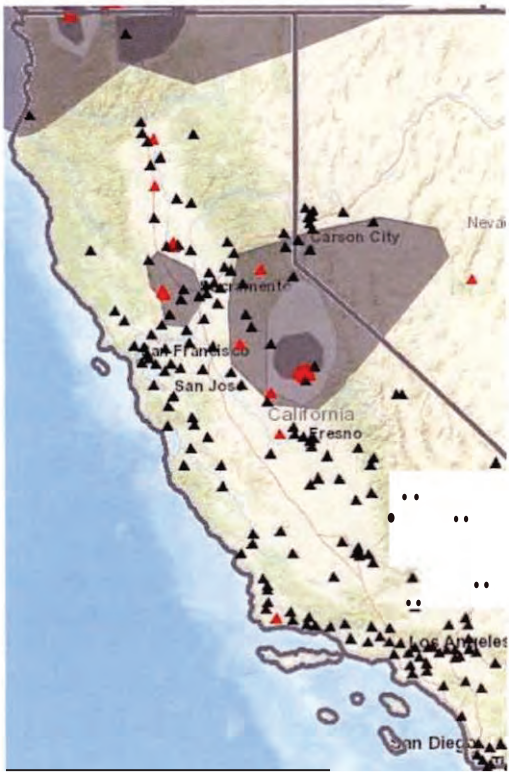




July 18, 2018

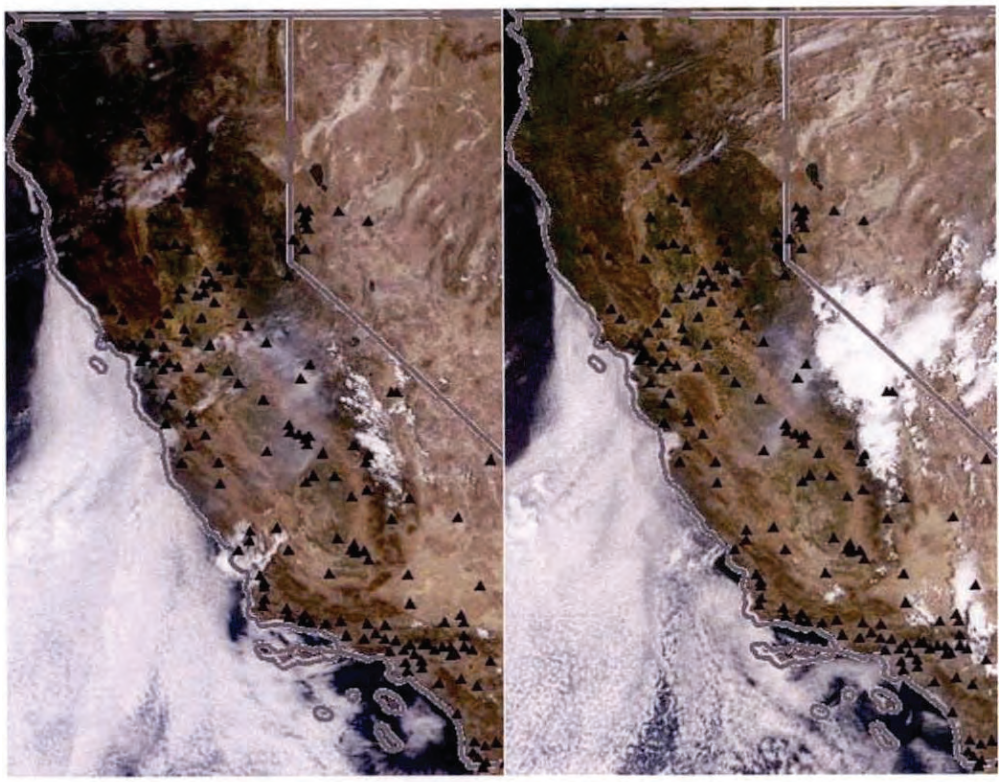
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

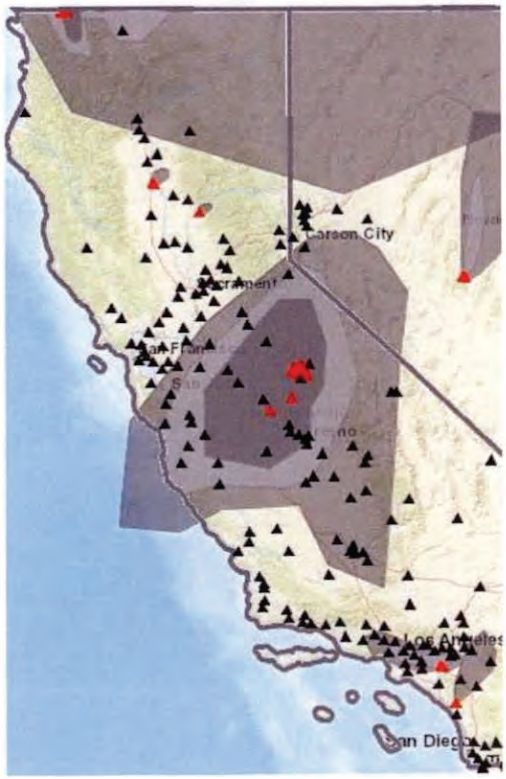




July 19, 2018

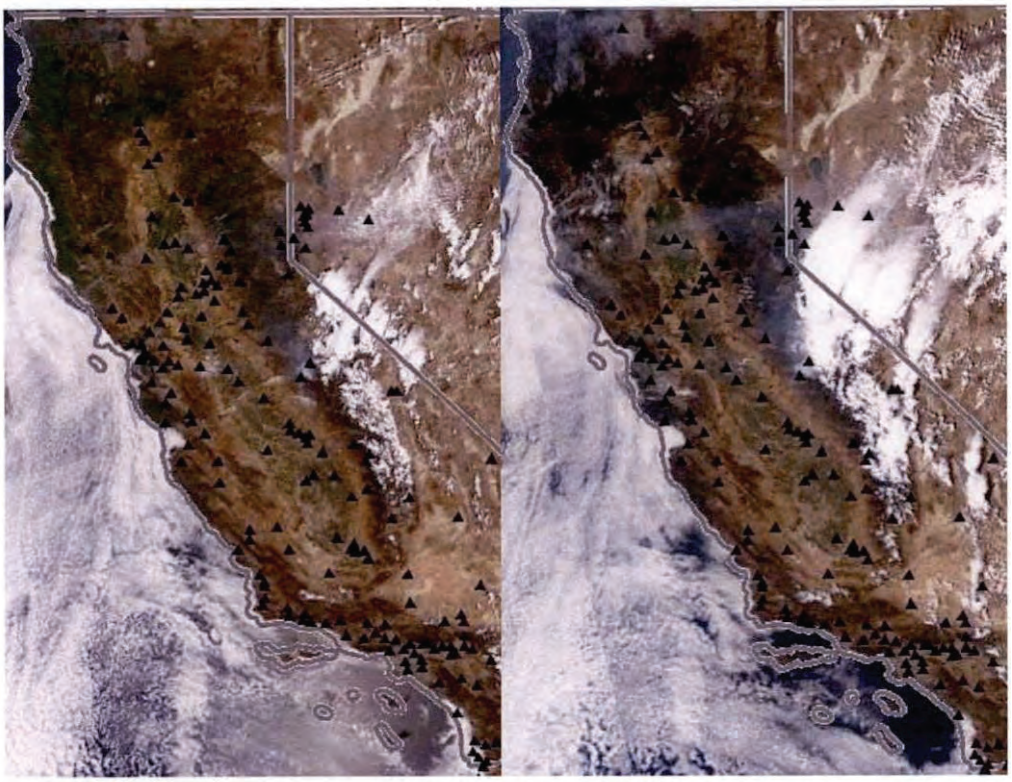
MODISTerra, MODIS Aqua, and HMS Fire and Smoke

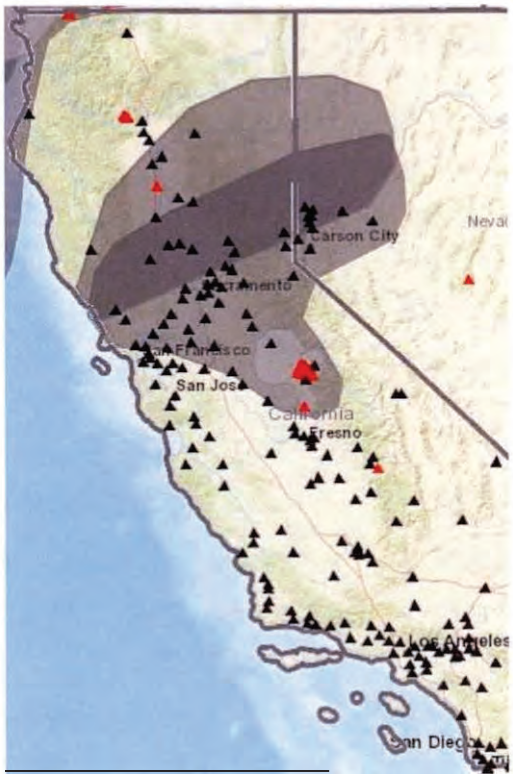




July 20, 2018

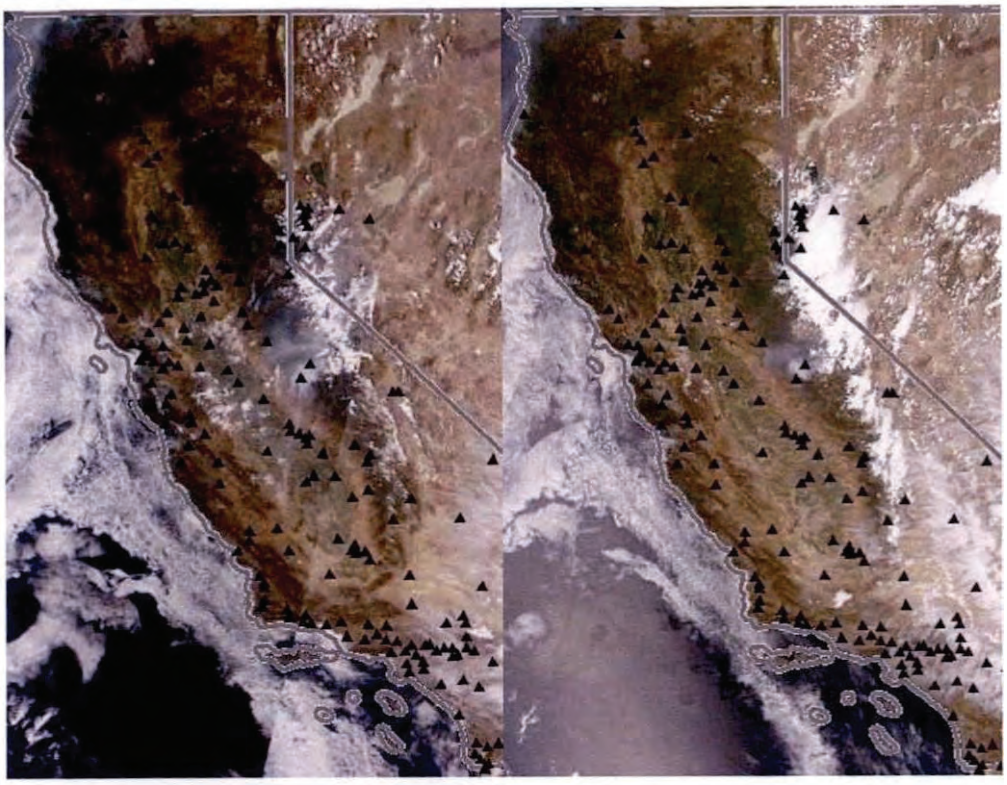
MODI$ Terra, MODI$ Aqua, and HMS Fire and Smoke

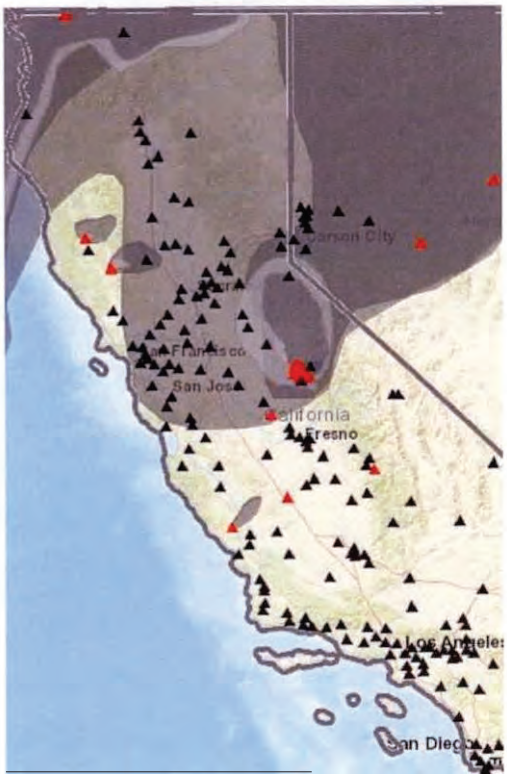




July 21, 2018

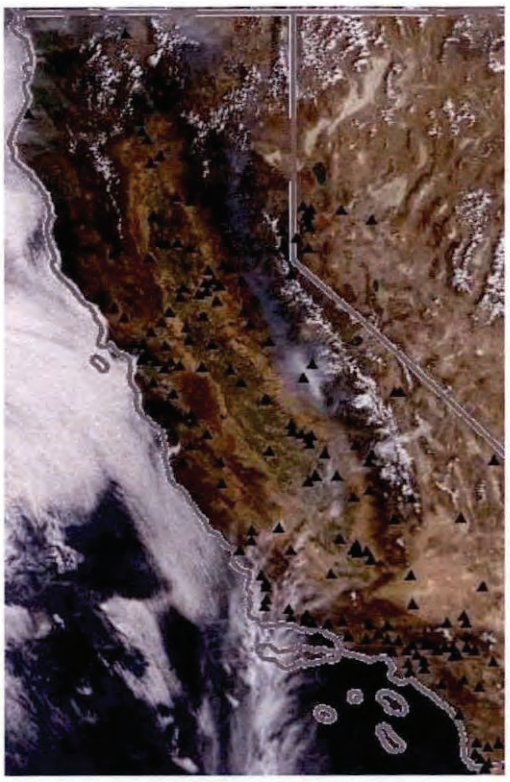
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

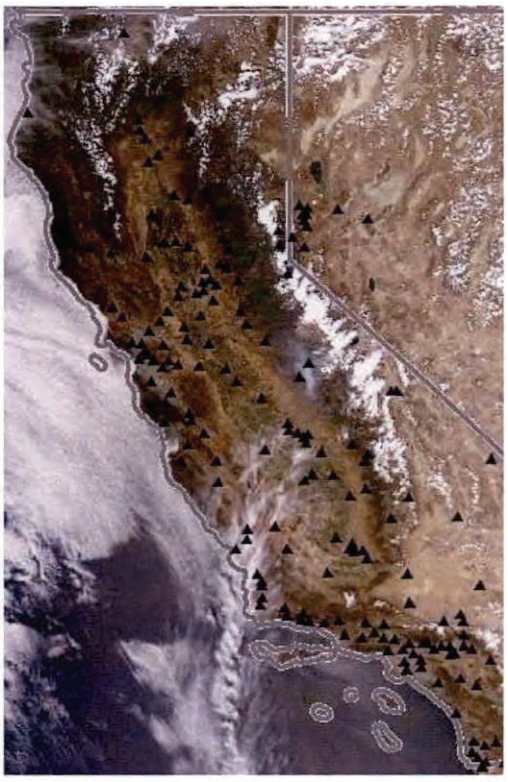


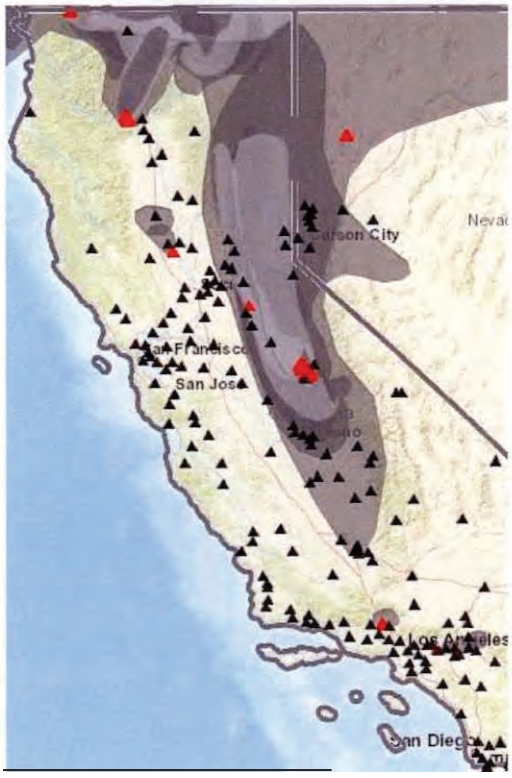


July 22, 2018

MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

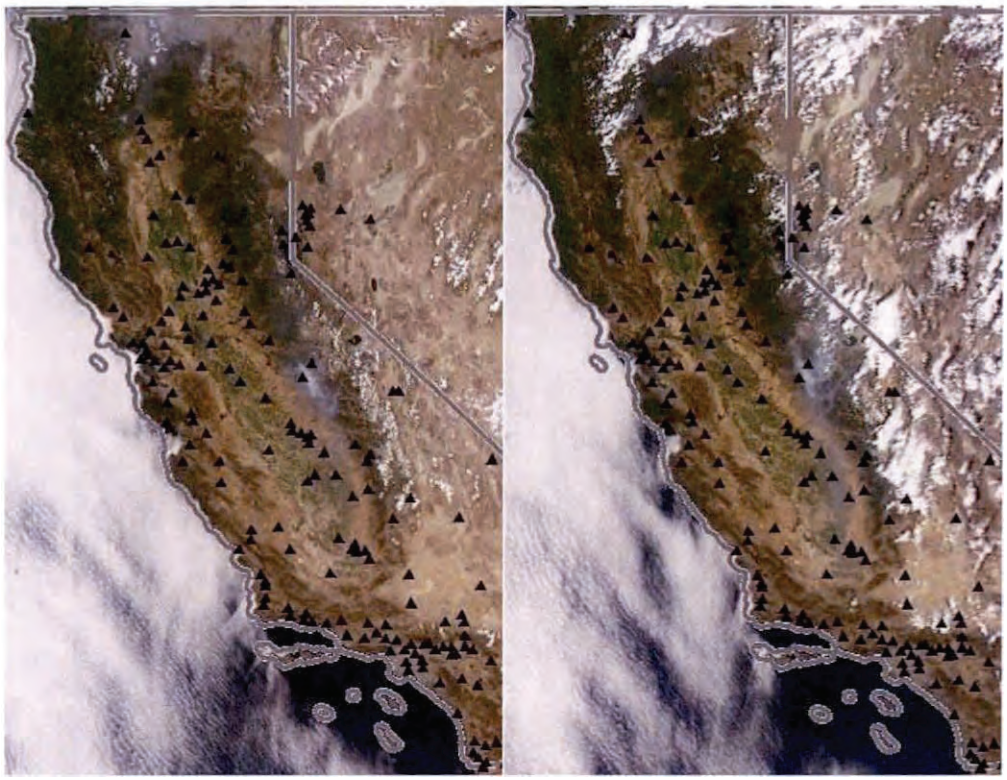






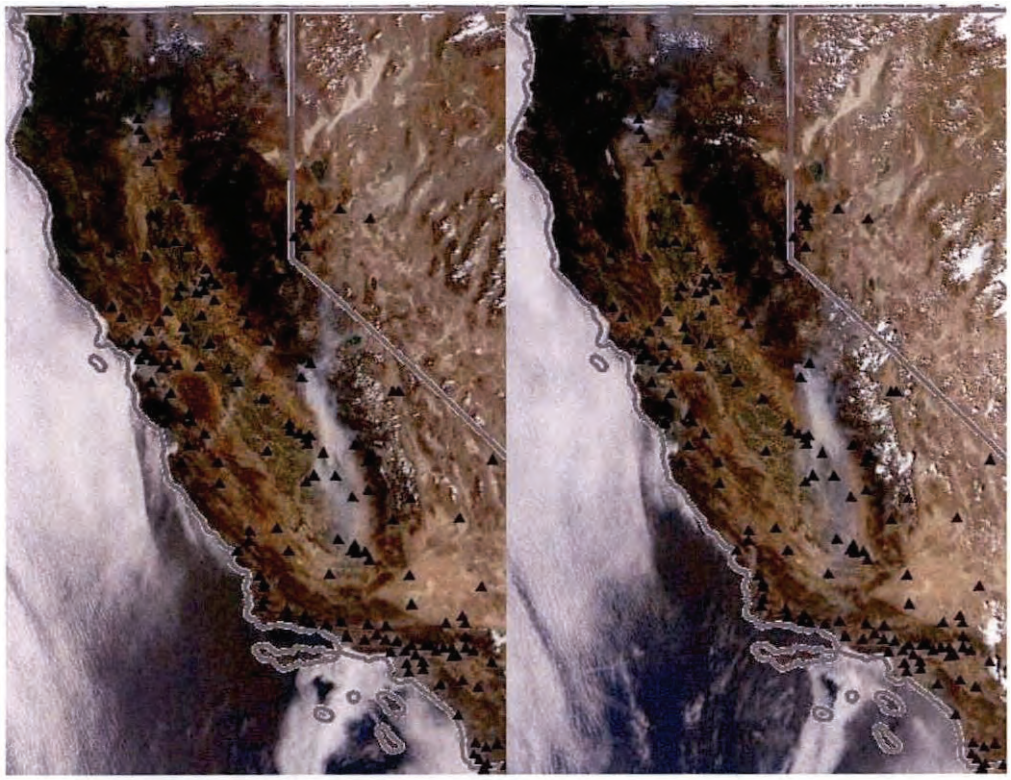
July 23, 2018

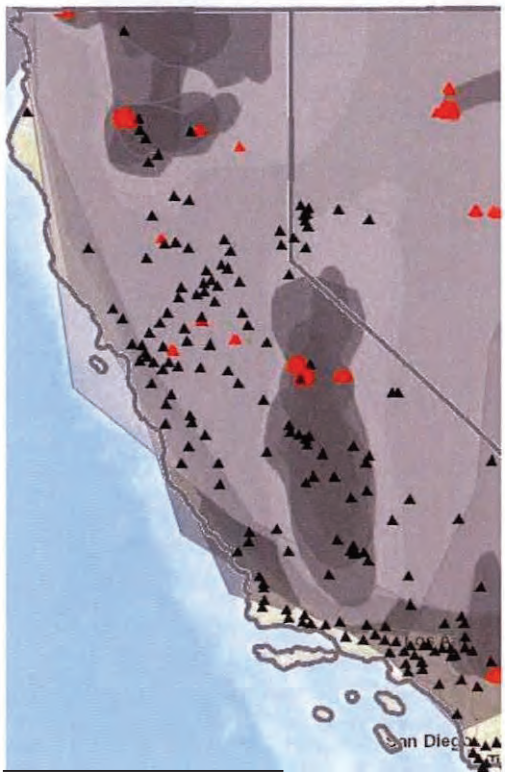
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke



July 24, 2018

MODIS Terra, MODIS Aqua, and HMS Fire and Smoke



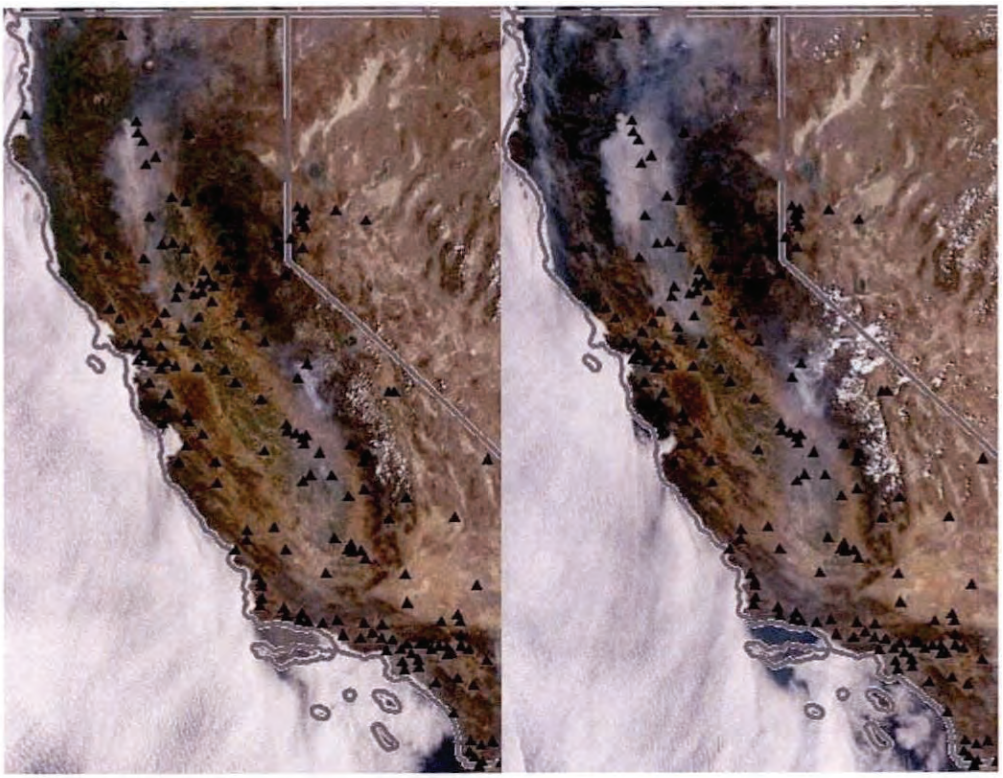


July 25, 2018

MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

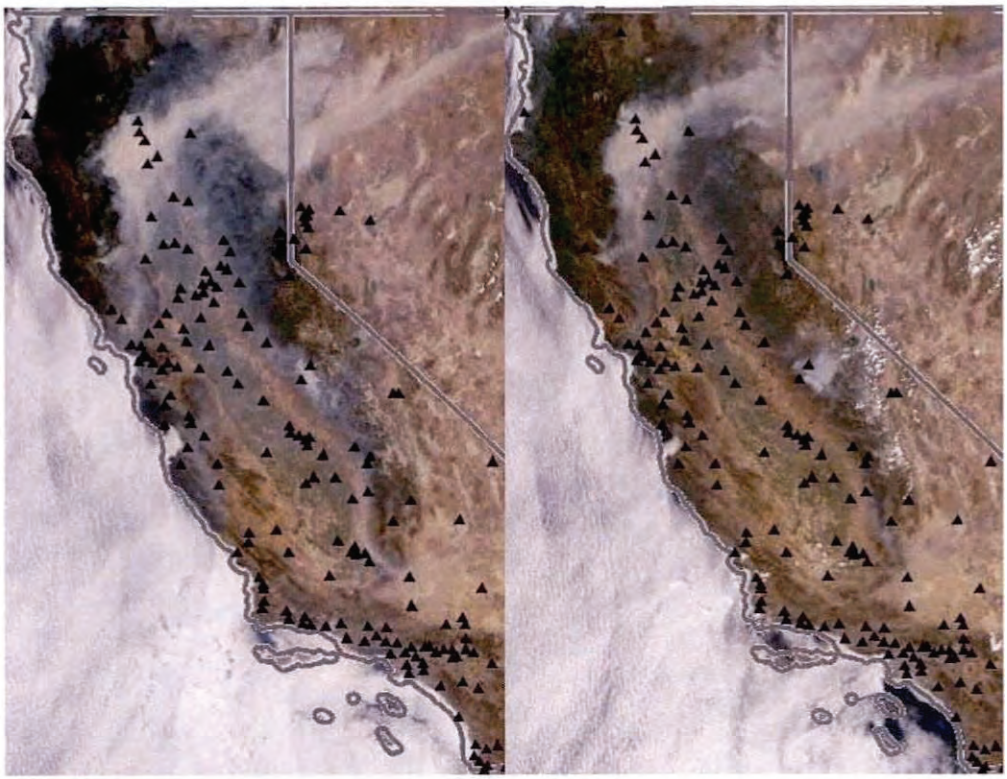
July 26, 2018

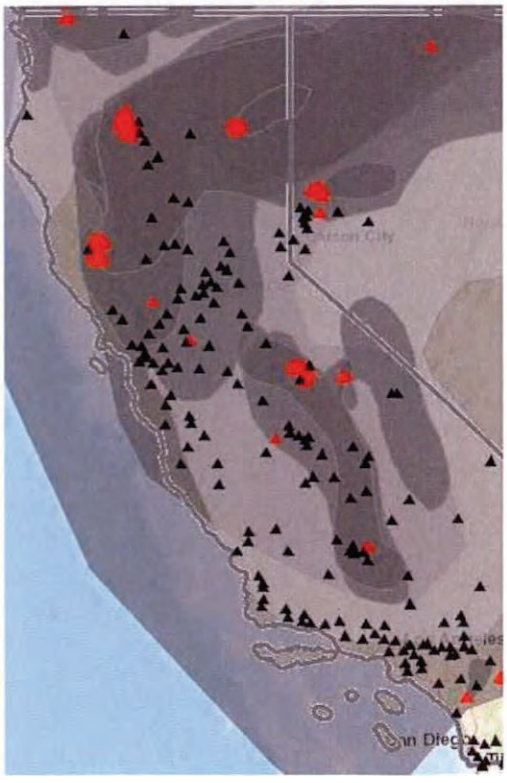
MODI$ Terra, MODI$ Aqua, and HMS Fire and Smoke



July 27, 2018

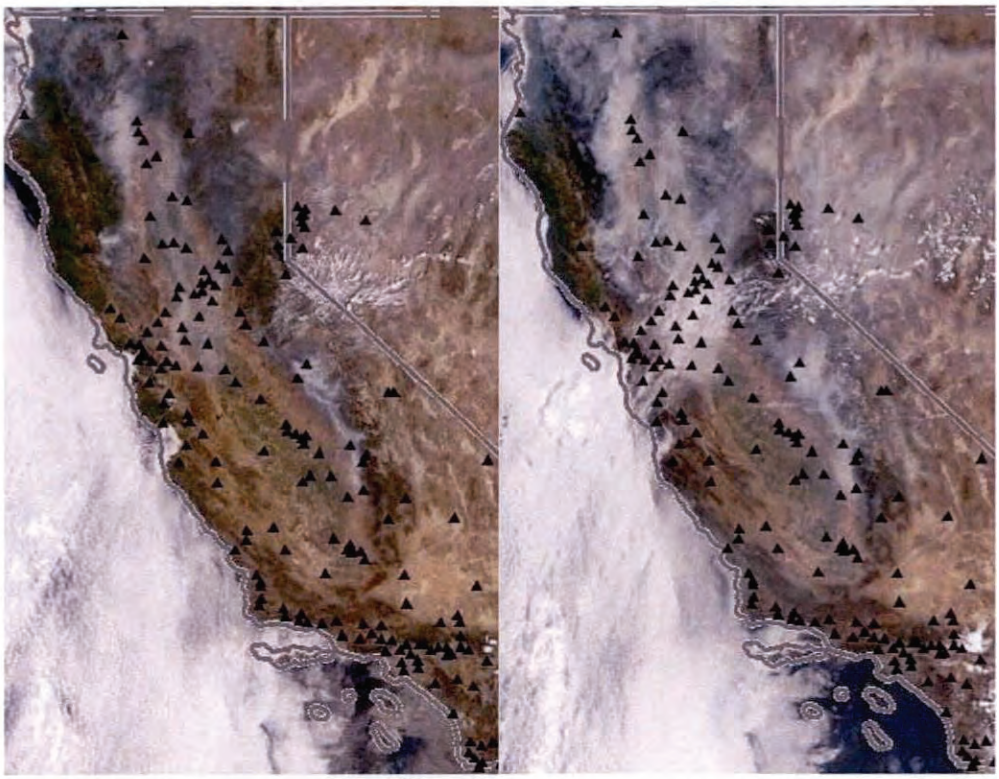
MODI$ Terra, MODI$ Aqua, and HMS Fire and Smoke

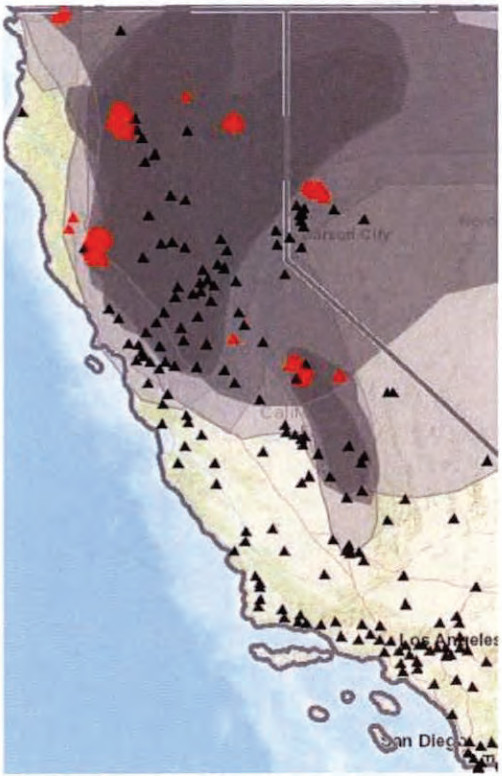




July 29, 2018

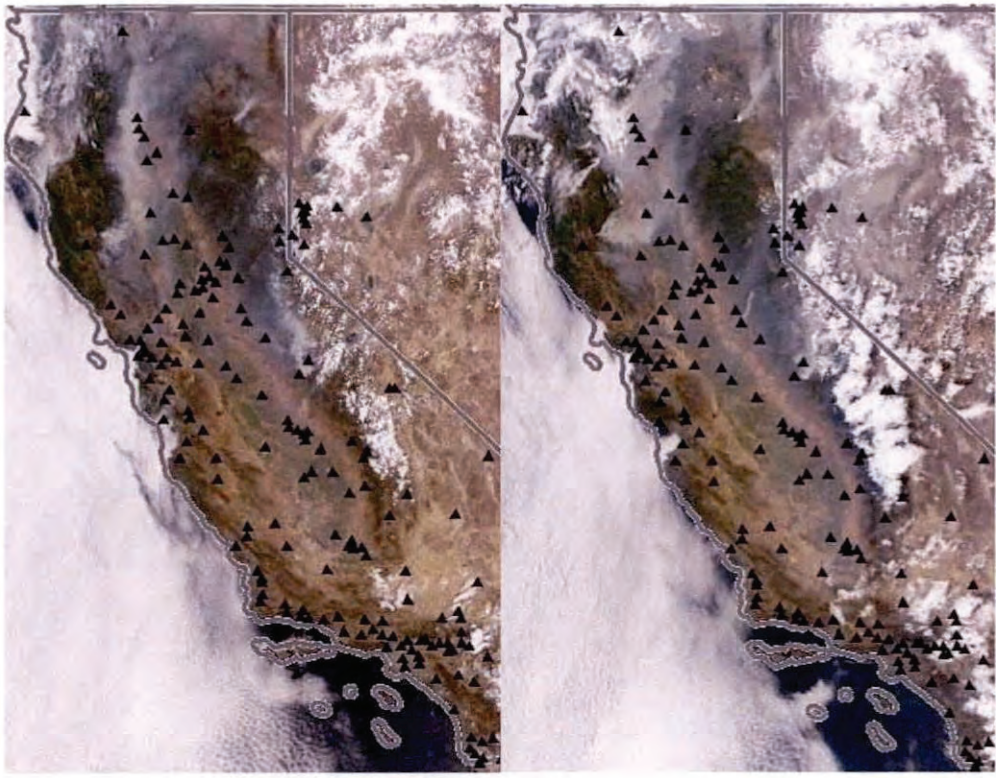
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

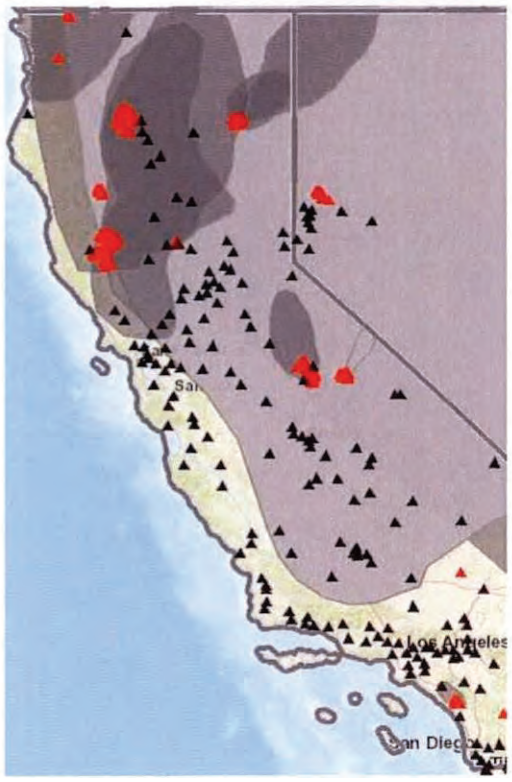




July 31, 2018

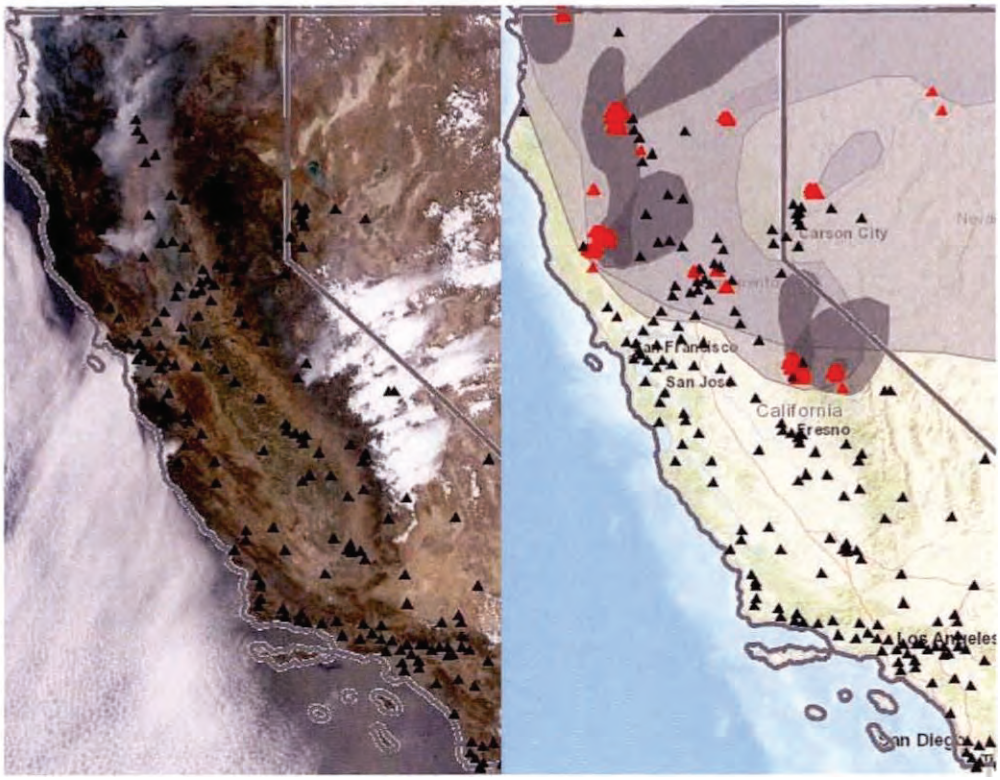
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke





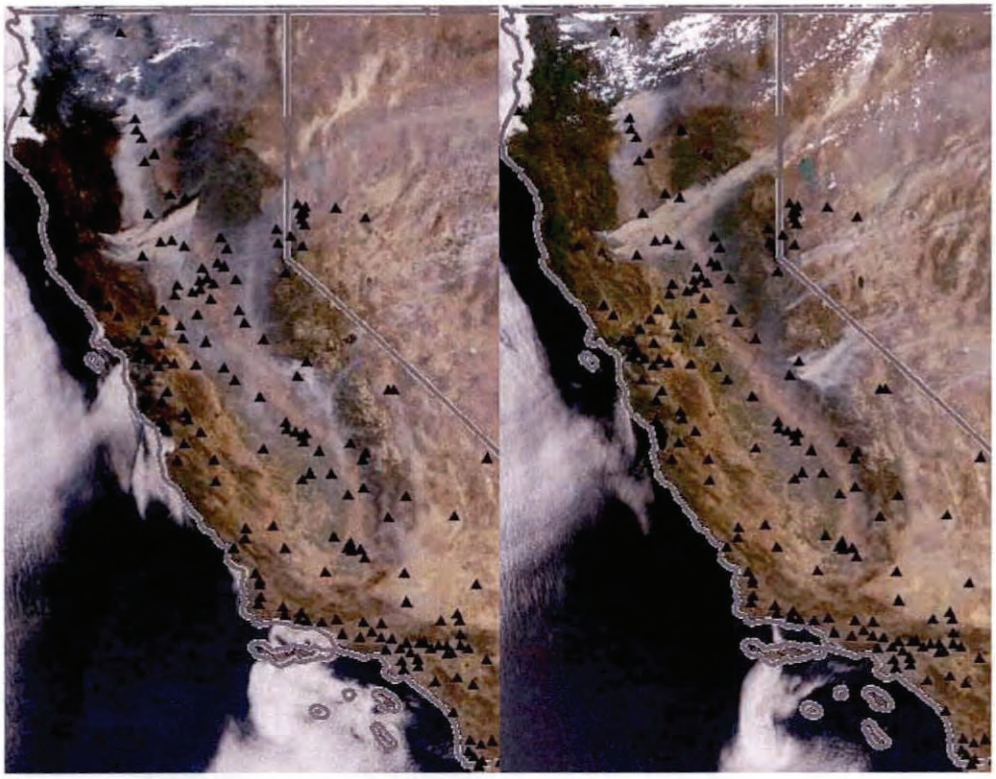
August 1, 2018

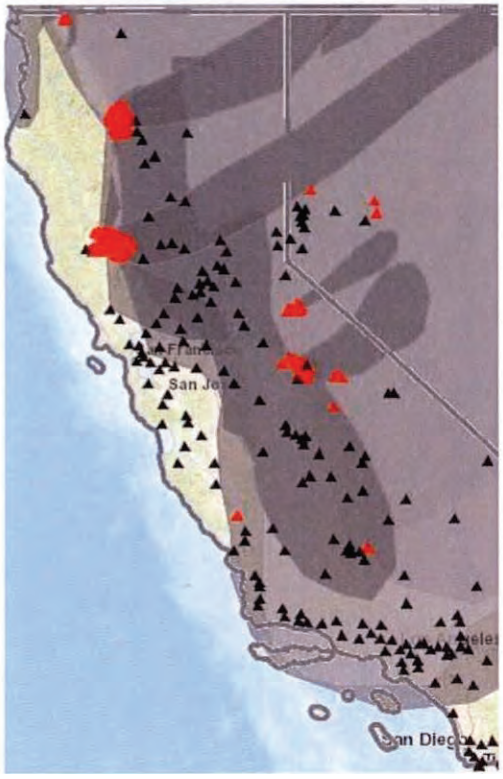
MODISTerra (data unavailable), MODIS Aqua, and HMS Fire and Smoke



August 4, 2018

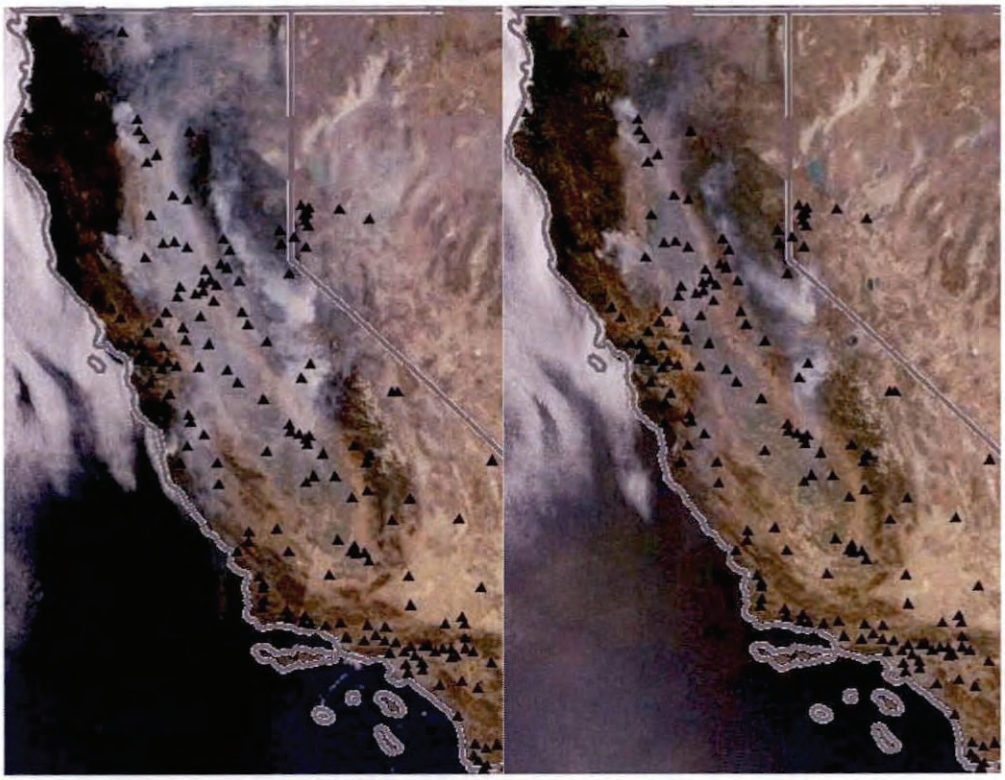
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

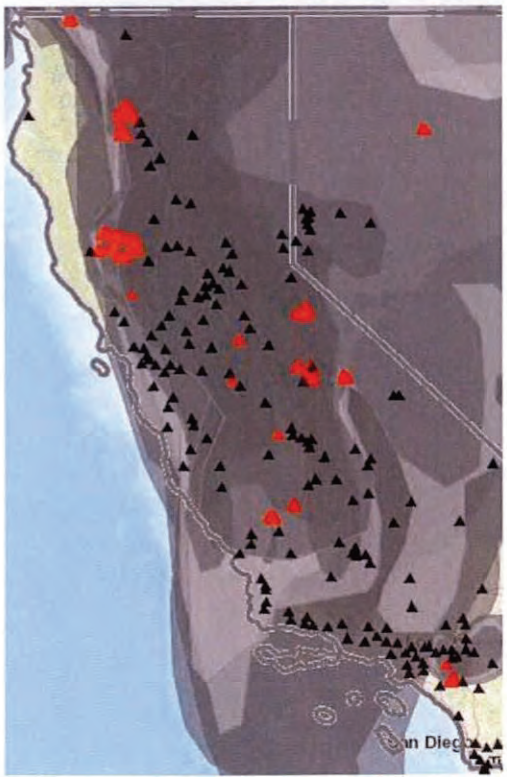




August 6, 2018

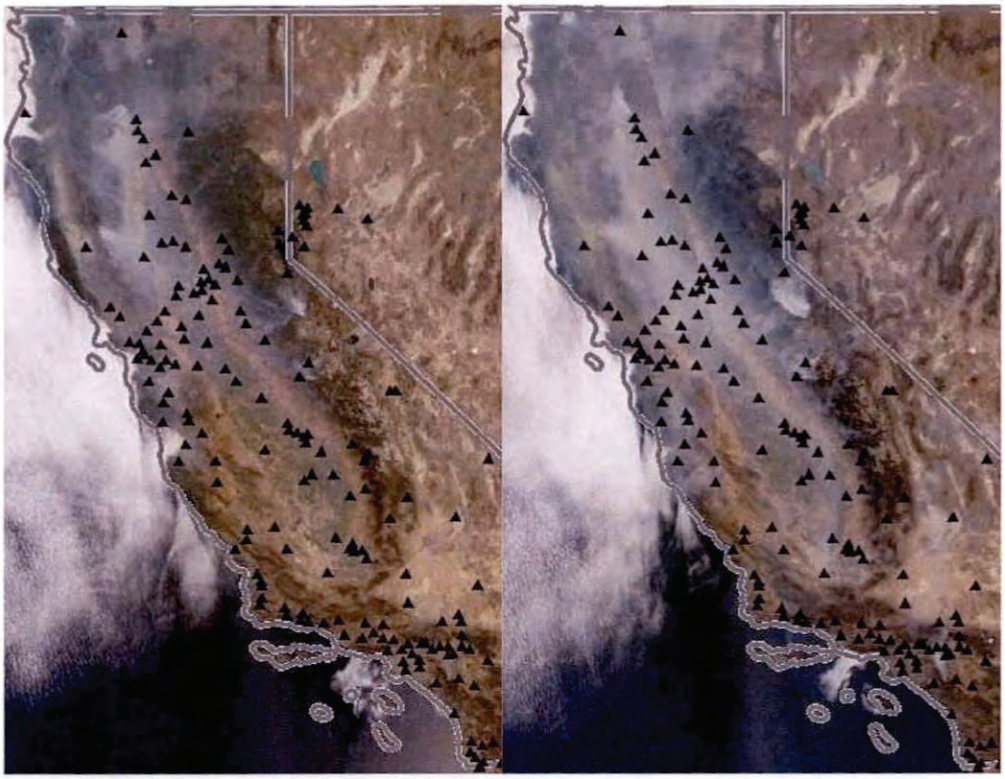
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

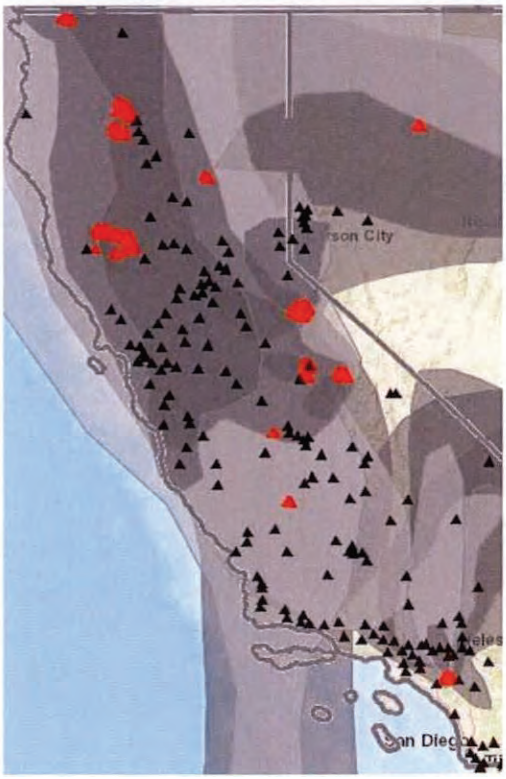




August 7, 2018

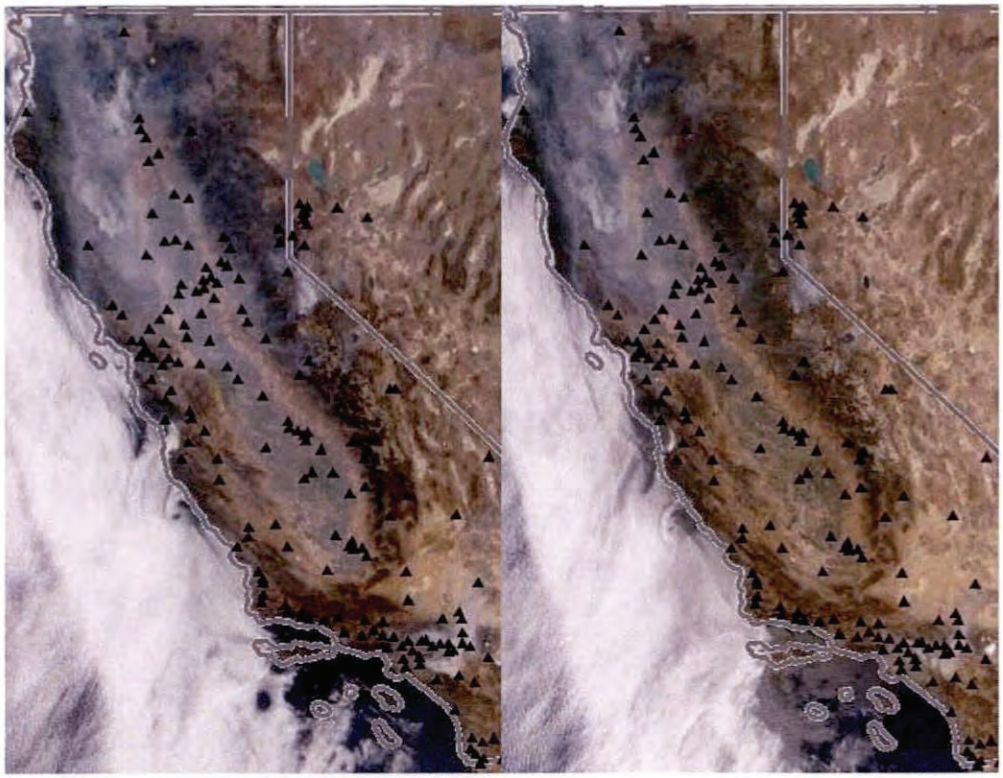
MODI$ Terra, MODI$ Aqua, and HMS Fire and Smoke





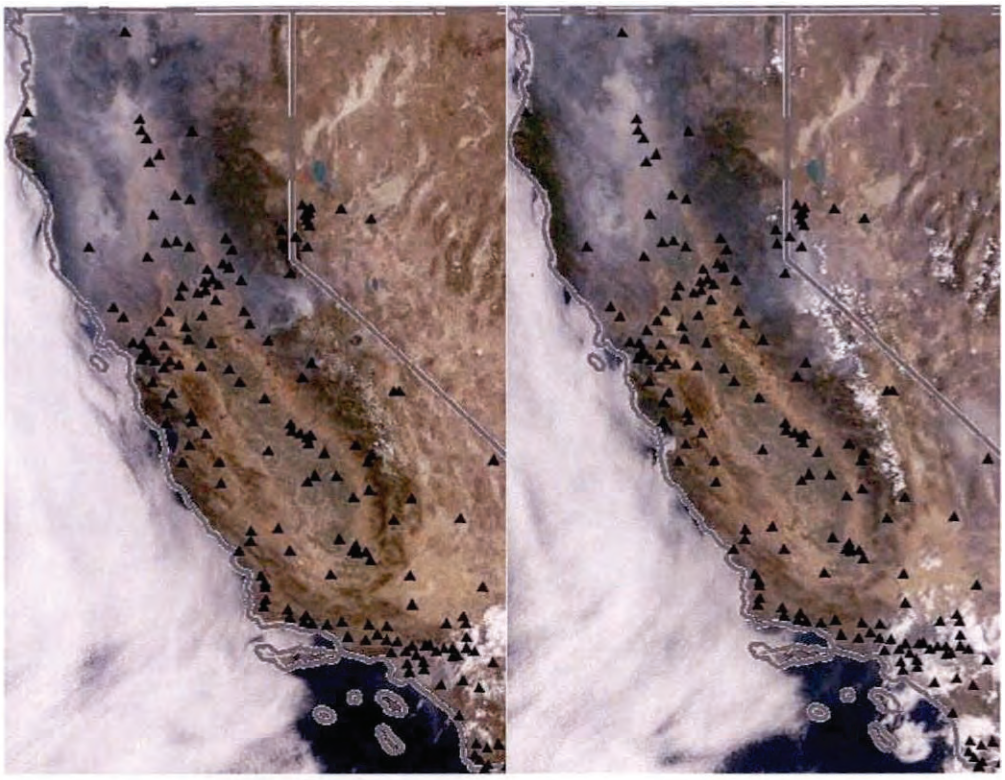
August 34,

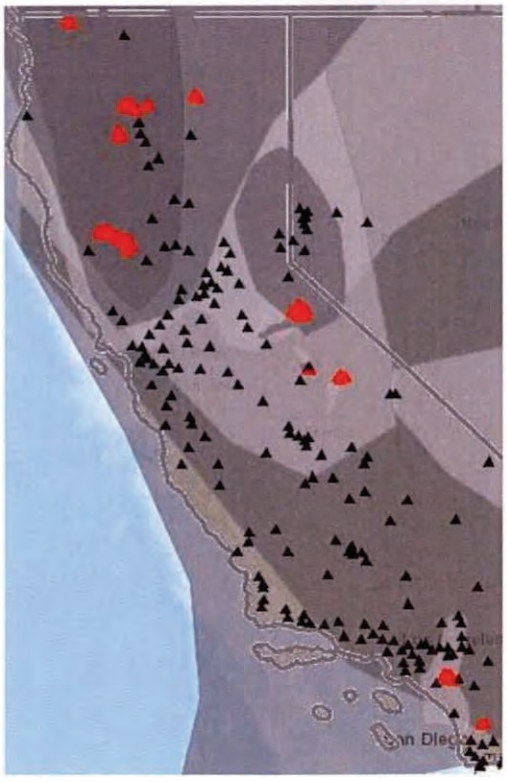
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke



August 35,

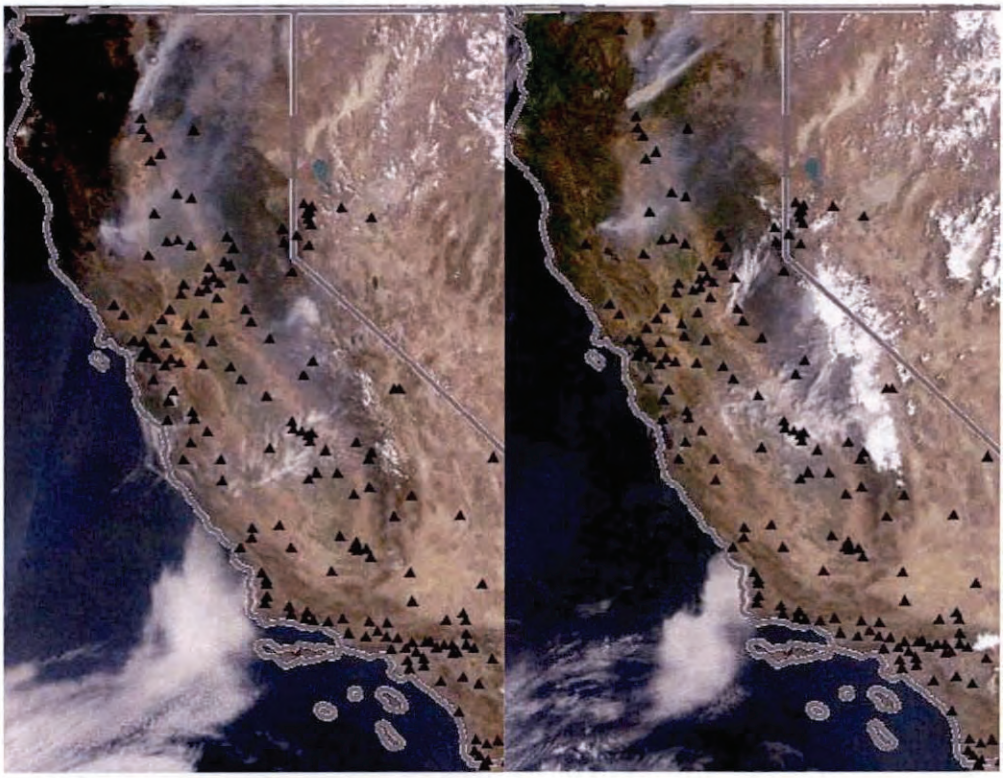
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

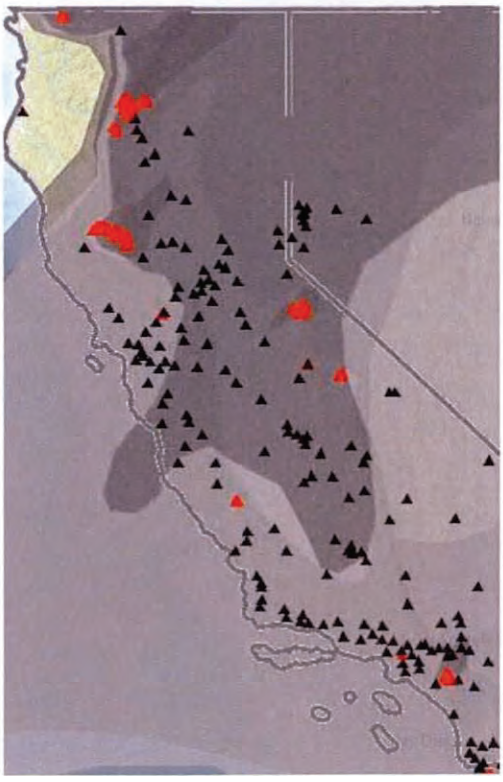




August 11, 2018

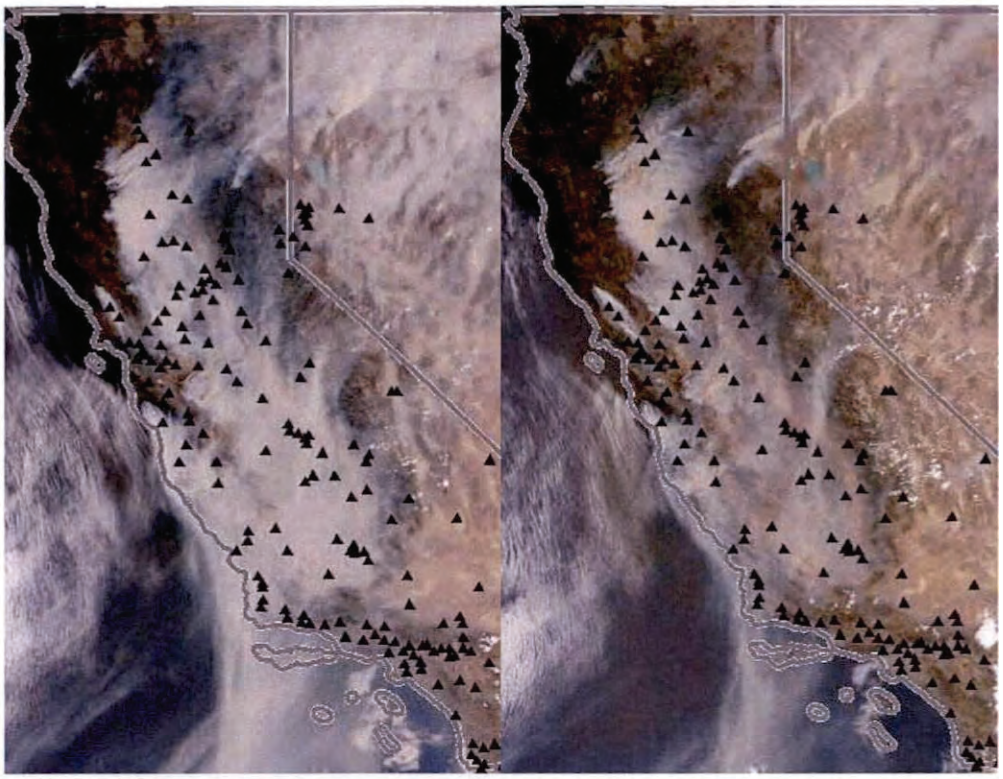
MODISTerra, MODIS Aqua, and HMS Fire and Smoke

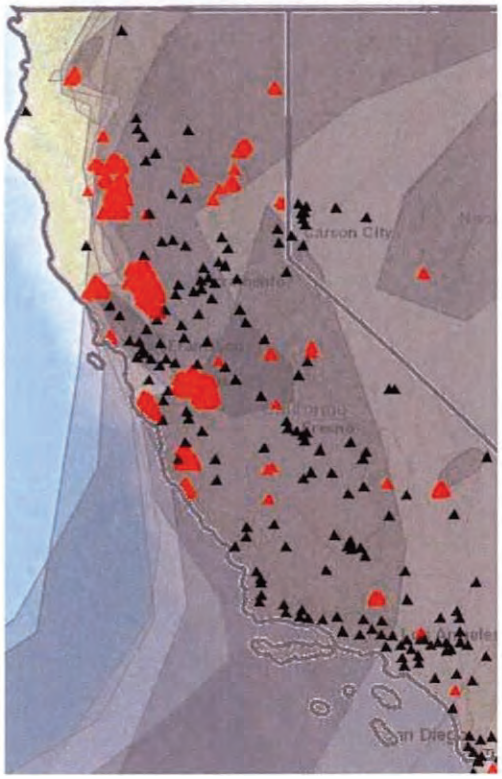




August 20, 2020

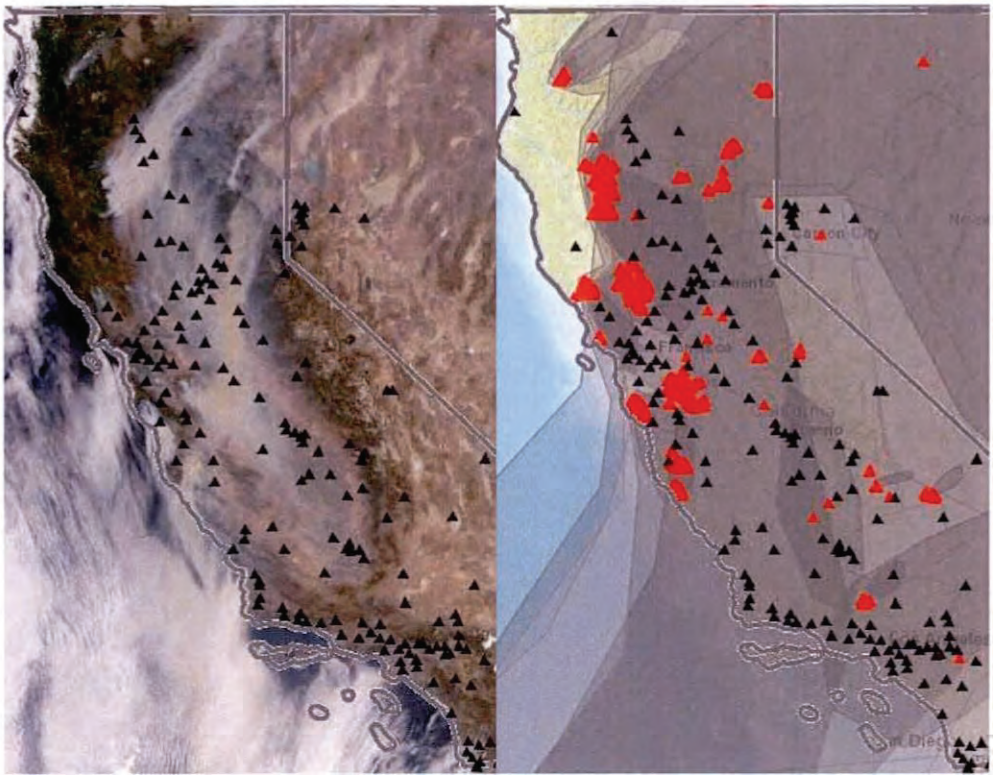
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke





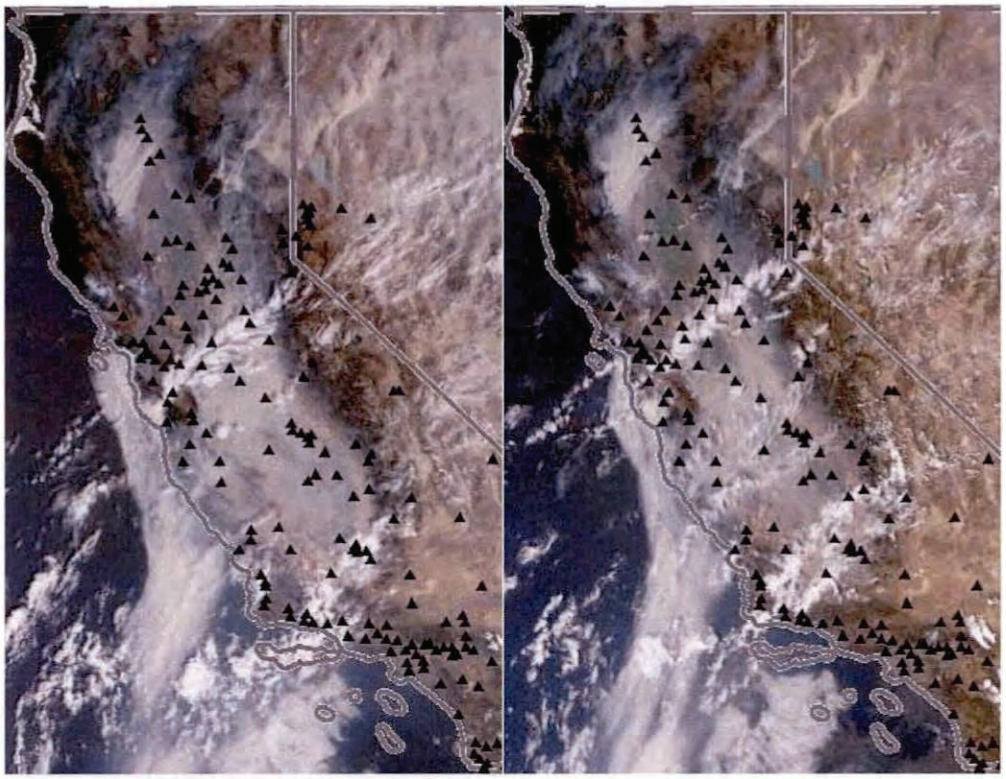
August 21, 2020

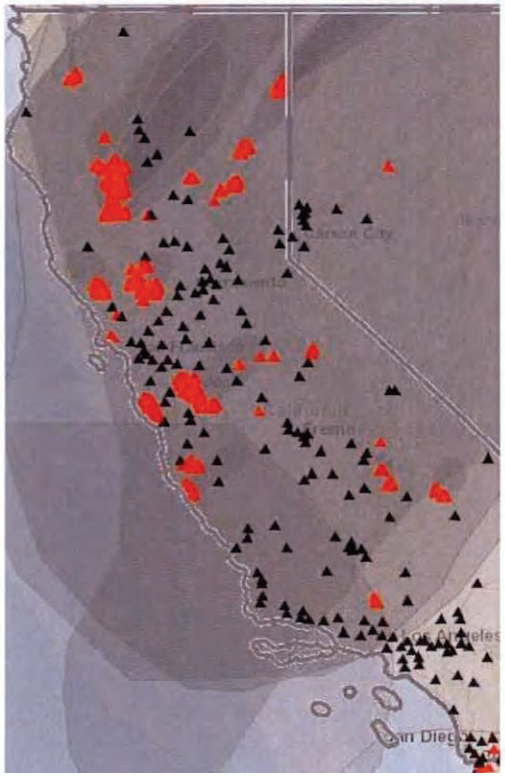
MODIS Terra, MODIS Aqua (data unavailable), and HMSFire and Smoke



August 39, 2020

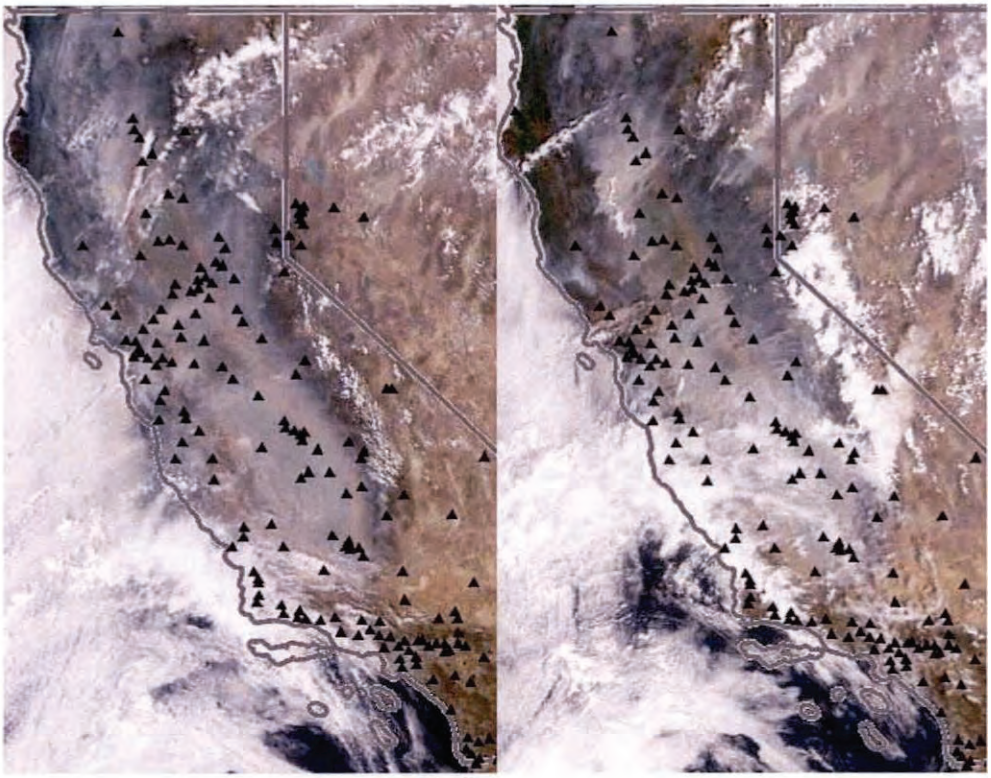
MODISTerra, MODIS Aqua, and HMS Fire and Smoke

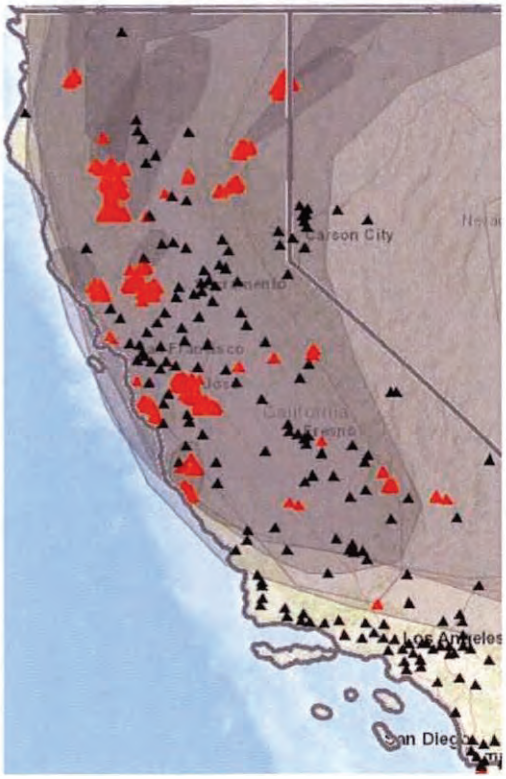




August 40, 2020

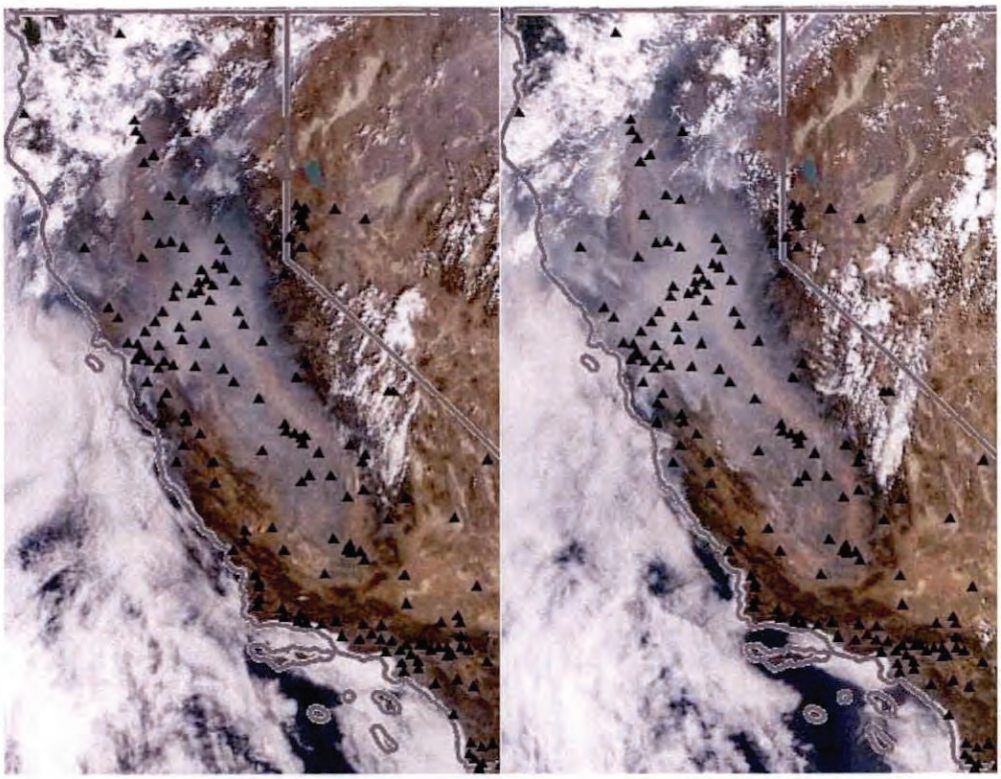
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

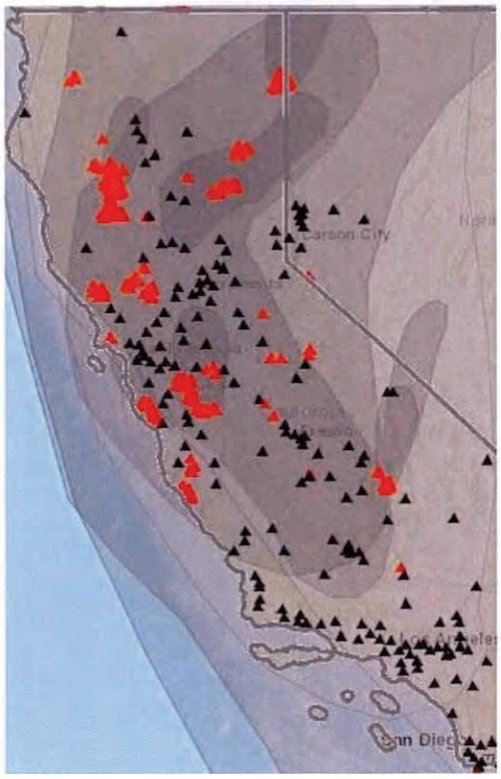




August 41, 2020

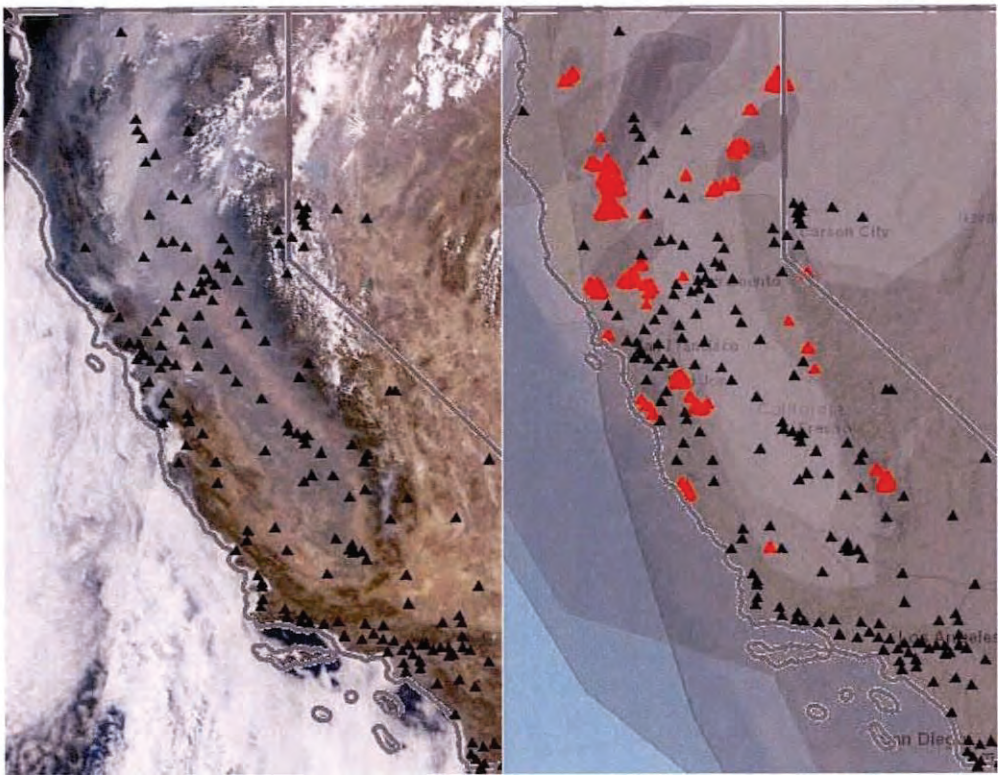
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke





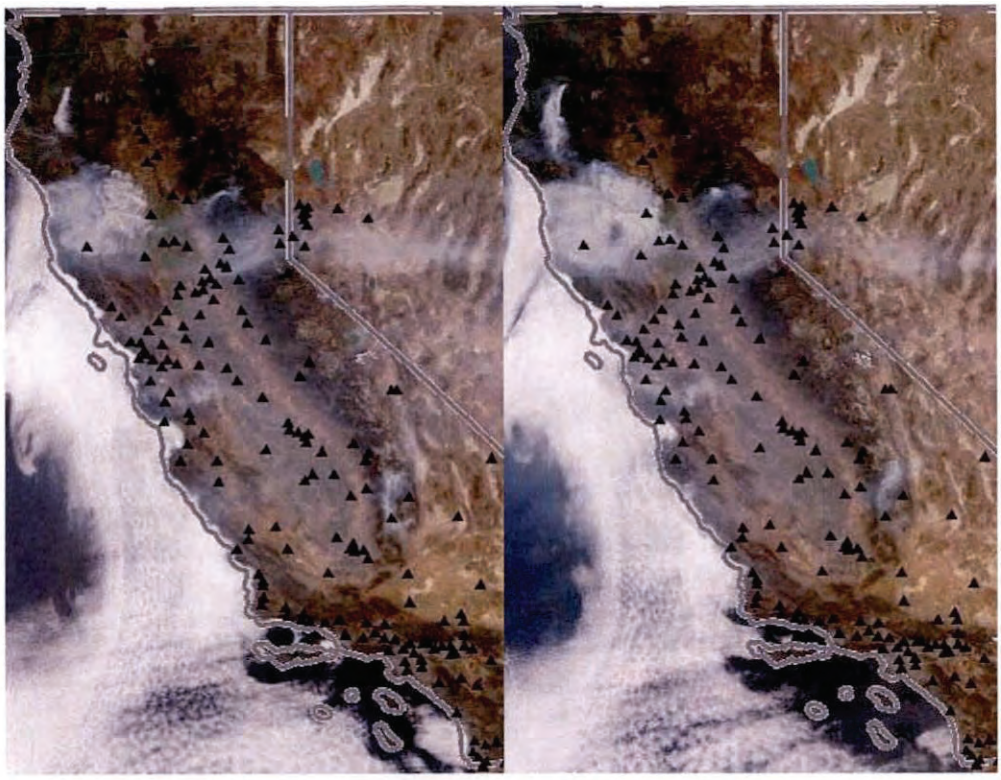
August 25, 2020

MODIS Terra, MODIS Aqua (data unavailable), and HMS Fire and Smoke



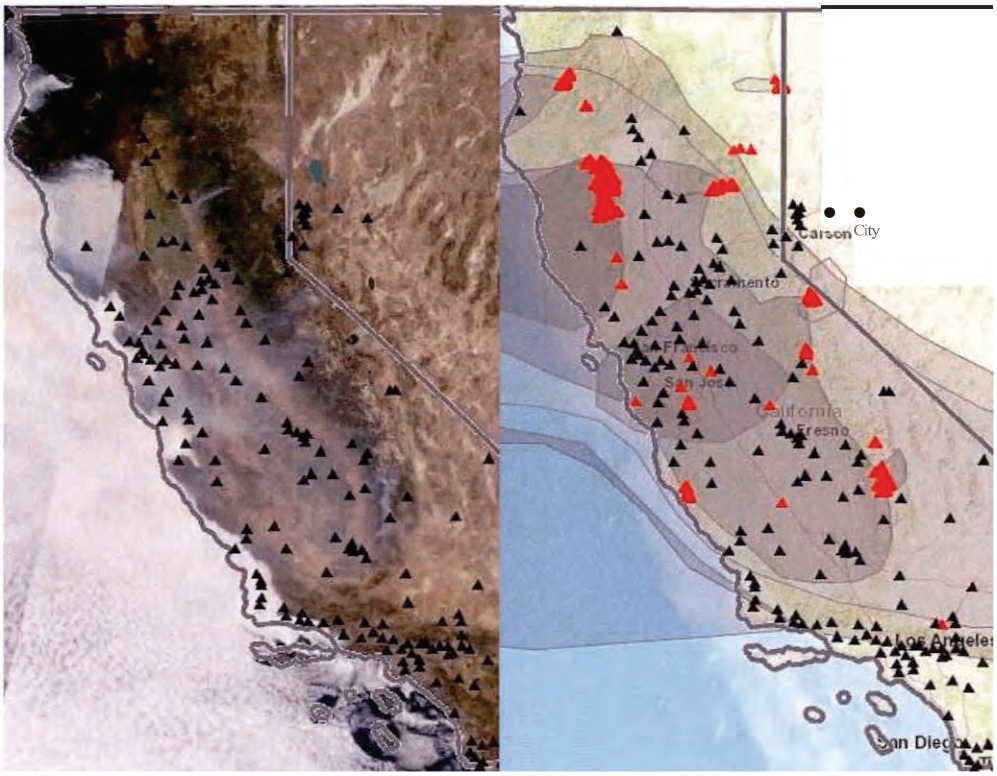
August 31, 2020

MODISTerra, MODIS Aqua, and HMS Fire and Smoke



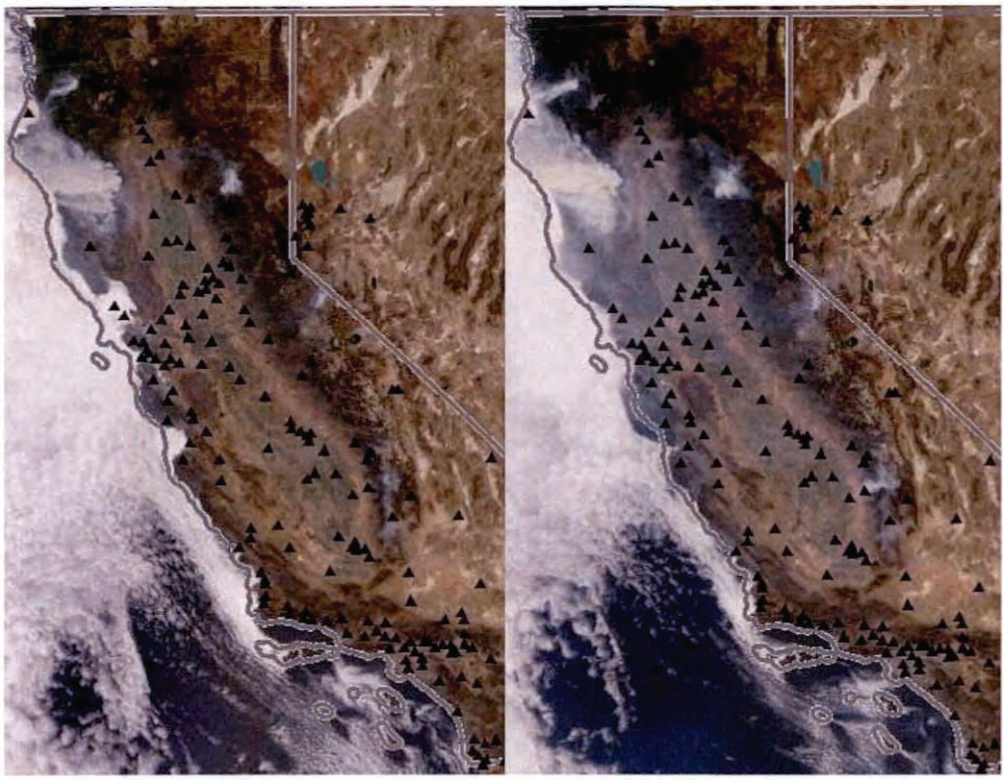
September 1, 2020

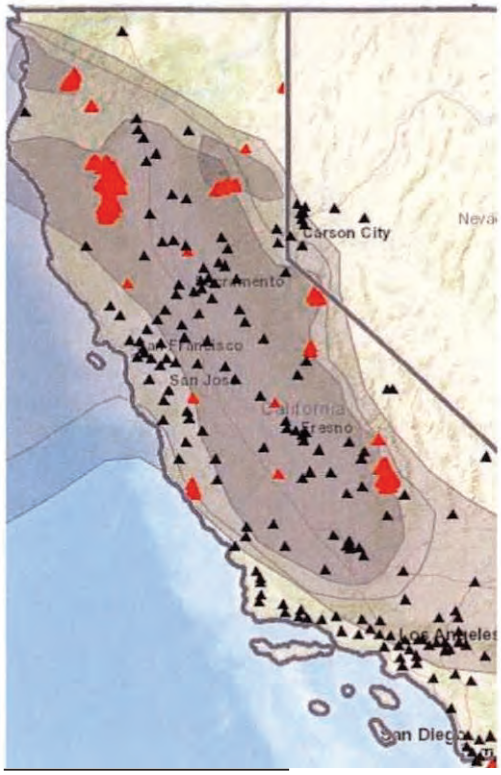
MODISTerra, MODIS Aqua (data unavailable), and HMS Fire and Smoke



September 2, 2020

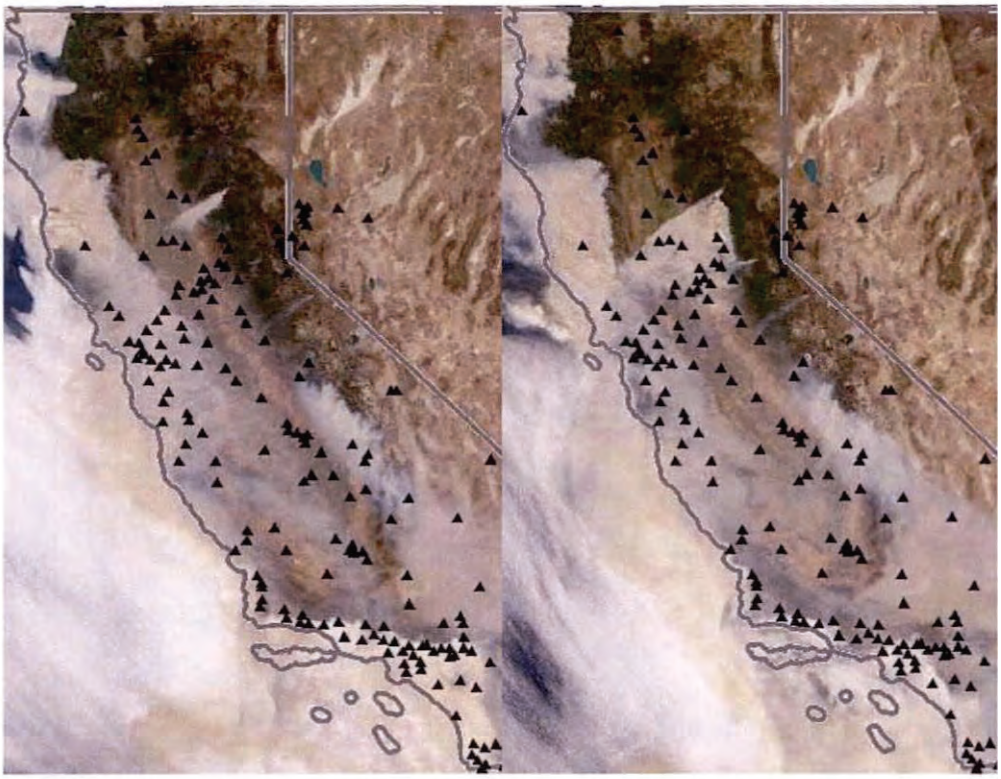
MODISTerra, MODIS Aqua, and HMS Fire and Smoke

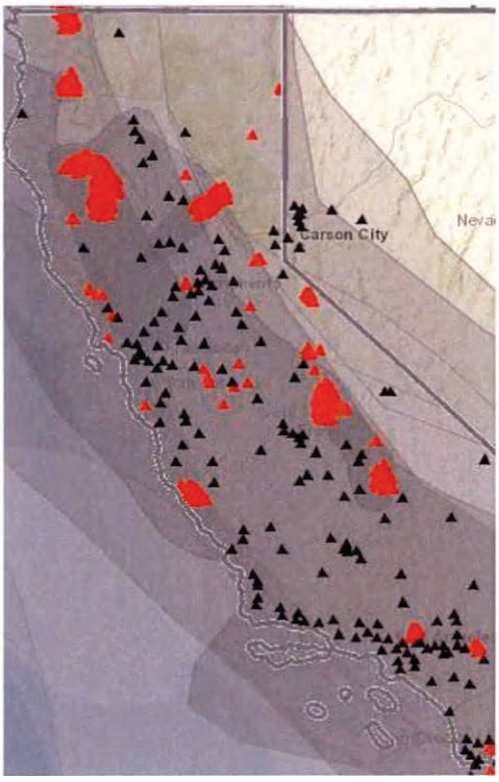




September 8, 2020

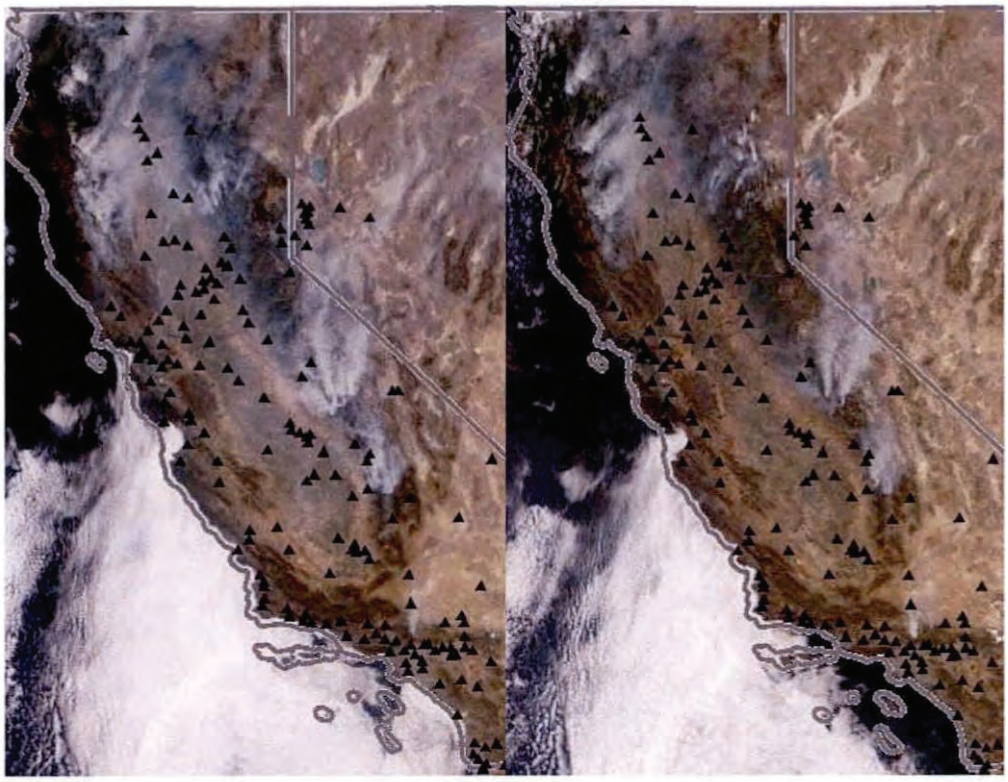
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

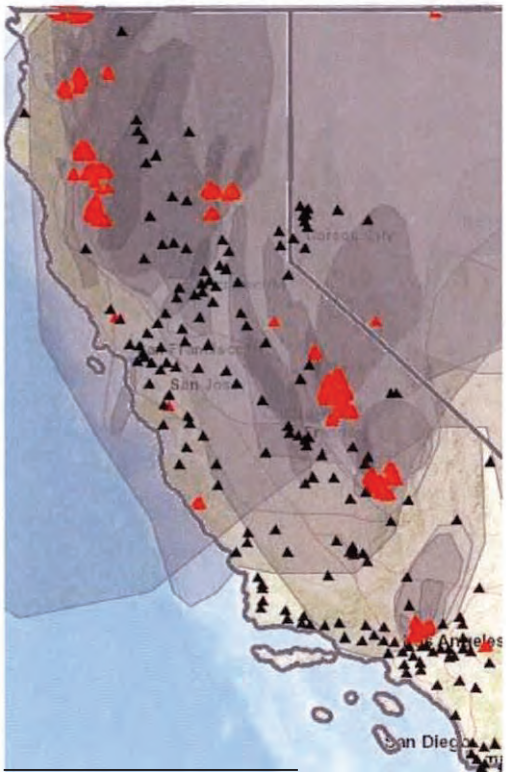




September 21, 2020

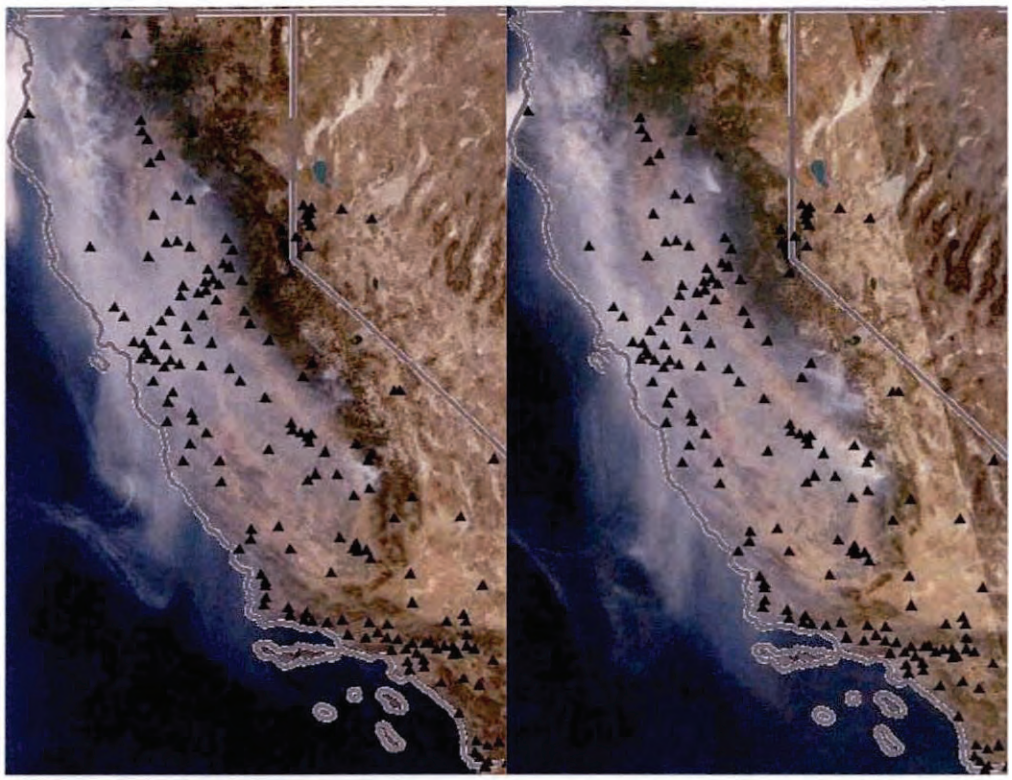
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

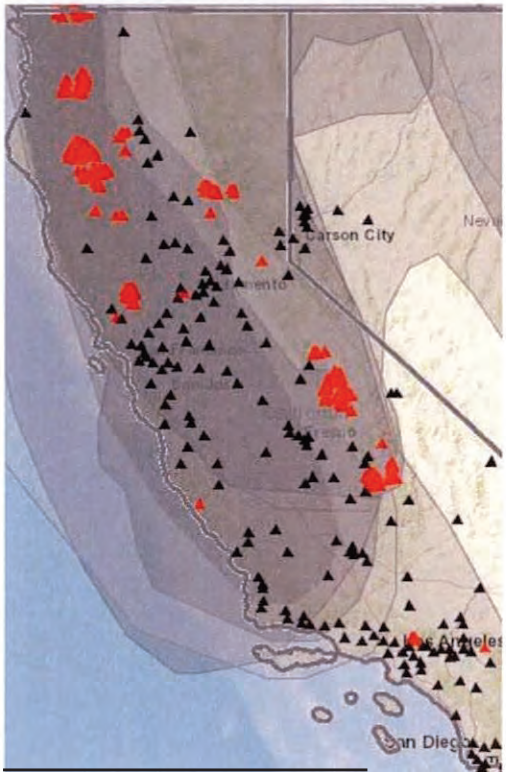




October 1, 2020

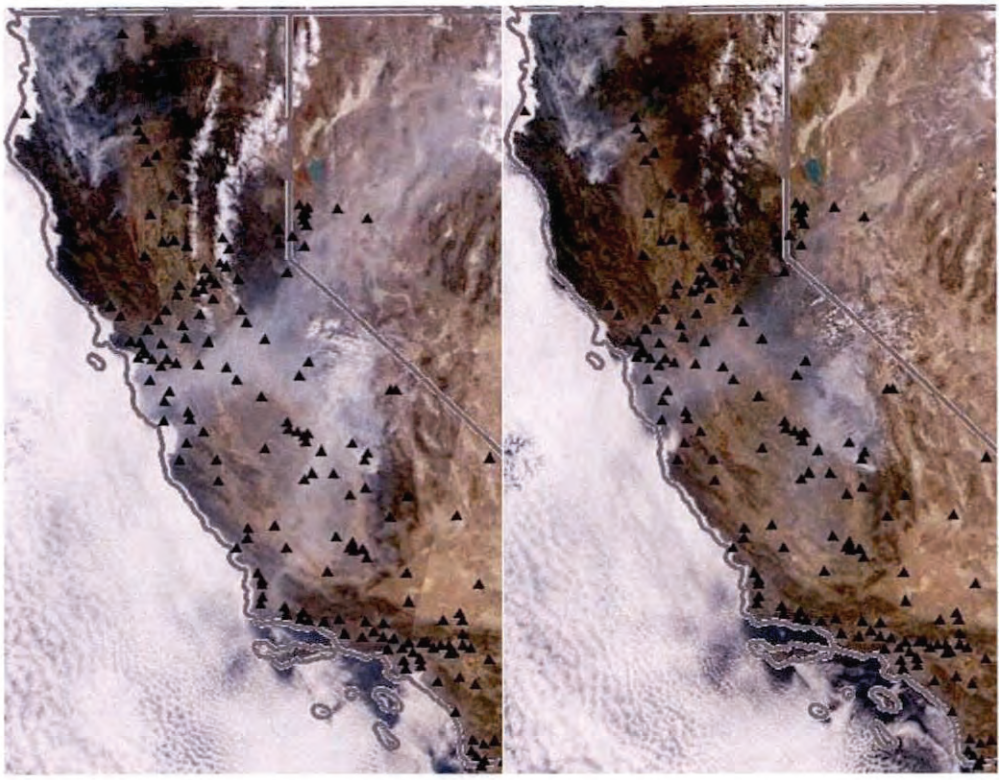
MODIS Terra, MODIS Aqua, and HMS Fire and Smoke

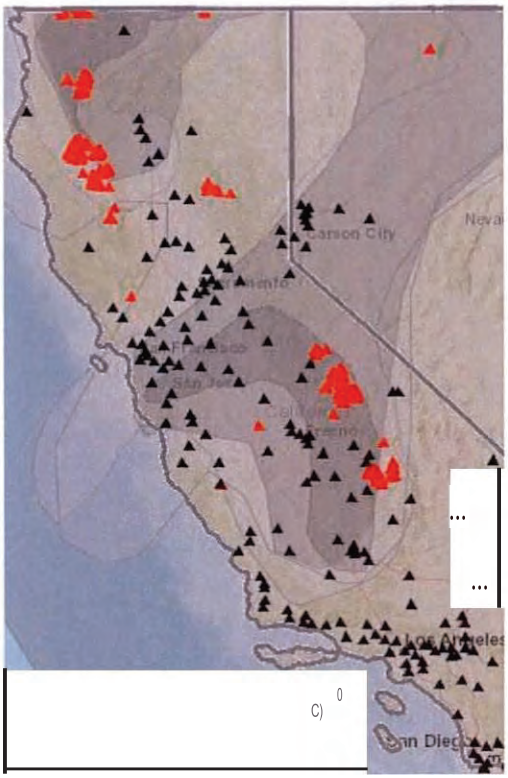




October 7, 2020

MODI$ Terra, MODI$ Aqua, and HMS Fire and Smoke

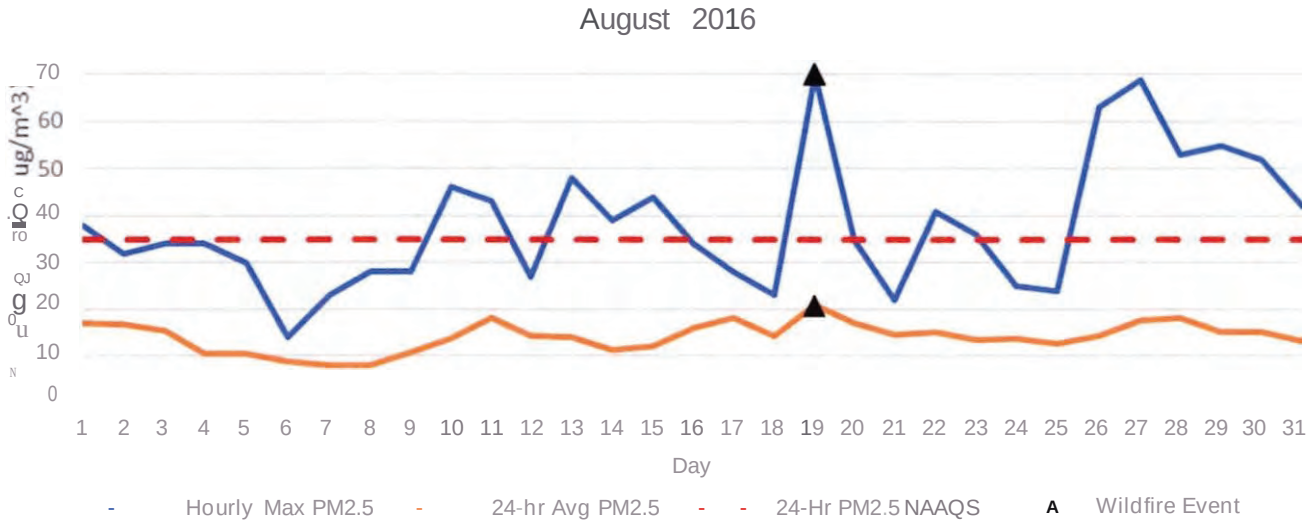




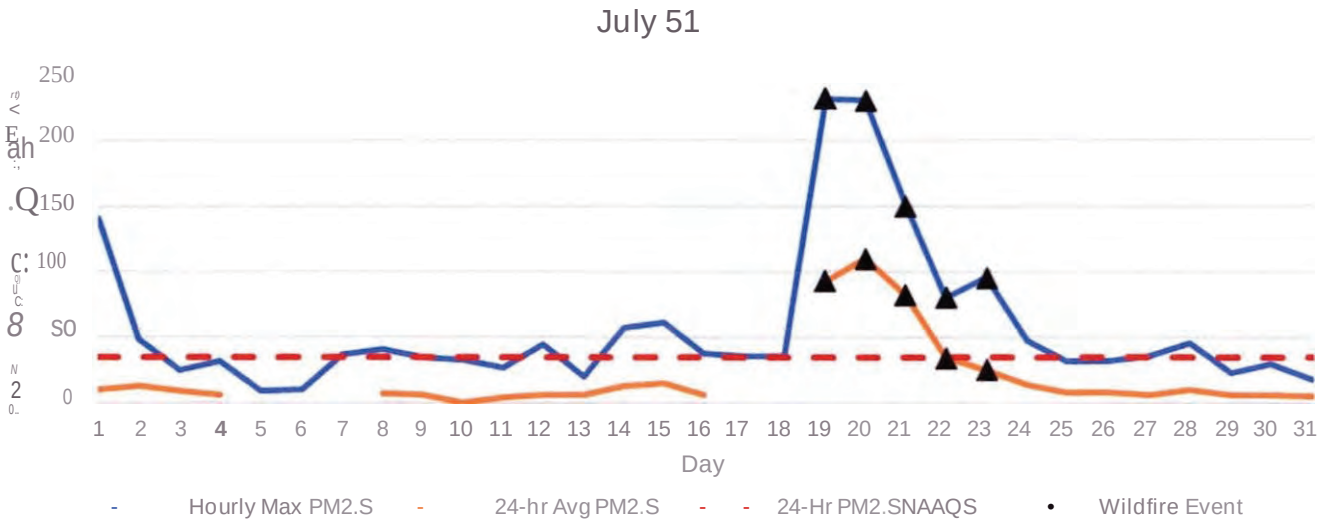
B. PM2.s

Daily maximum 1-hour and 24-hour averaged PM2.sconcentration plots for each month at Yosemite Village-Visitor's Center {AQS ID# 060431001). Data acquired from CARB's Aerometric Data Analysis and Management (ADAM) and Air Quality and Meteorological Information System (AQMIS) databases. Data may be incomplete due to missing data for some hours of a day. This is frequently caused by normal maintenance, but can also be due to power outages, equipment failure, or the removal of invalid data after quality review.

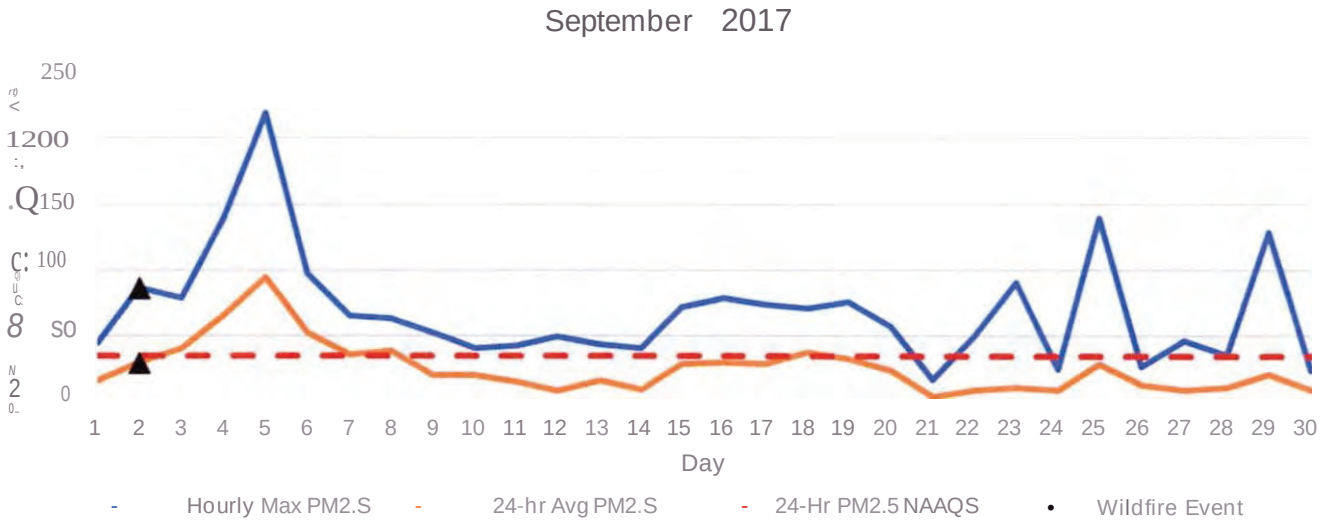
August 2016



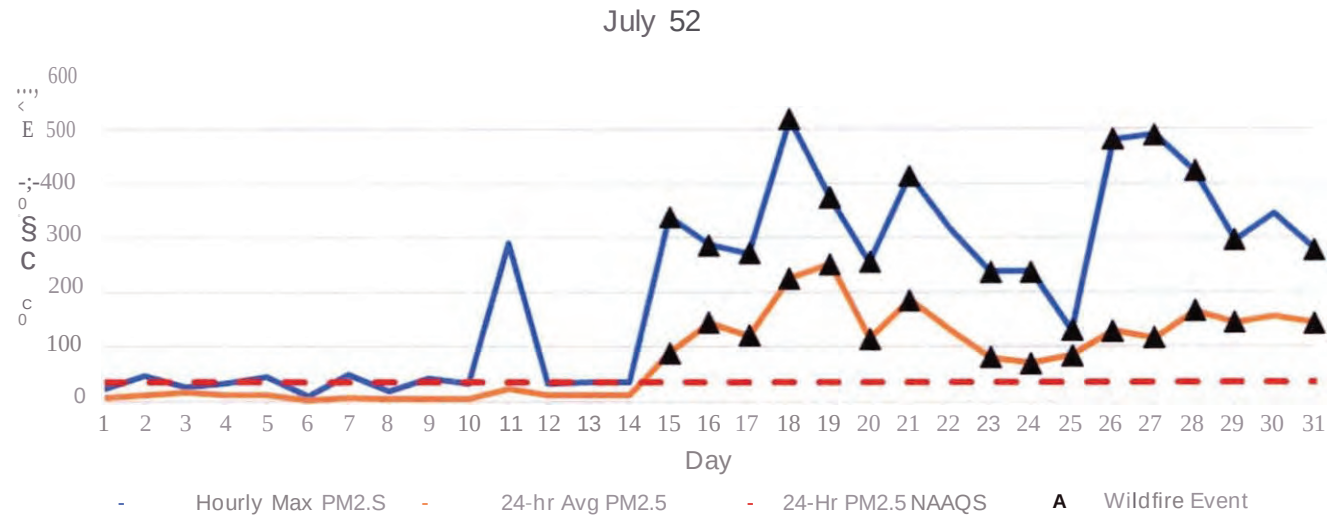
July 51



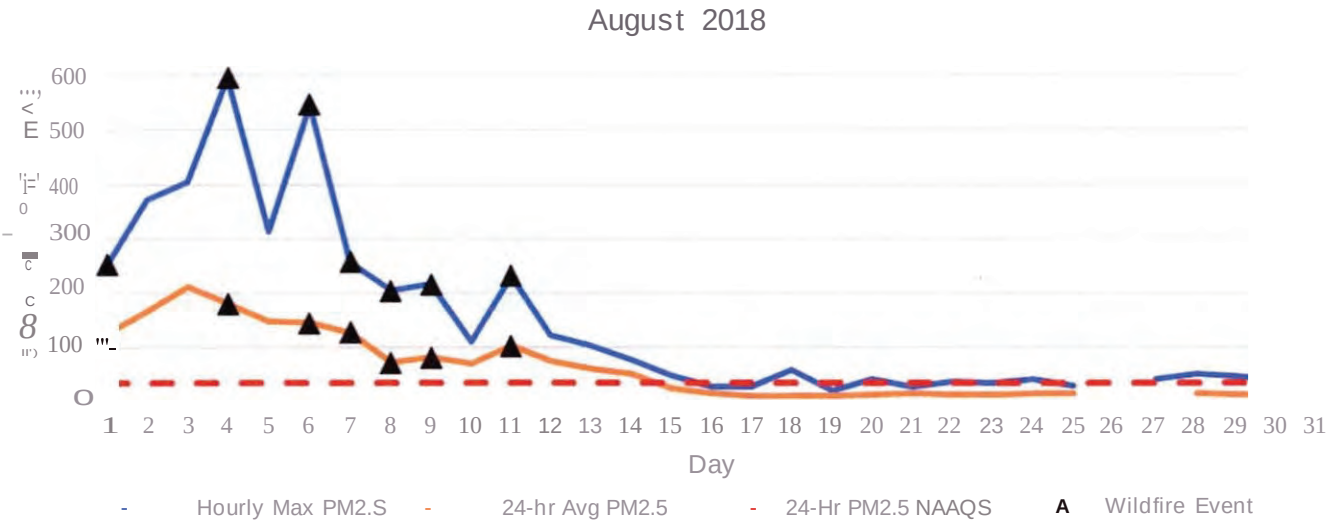
September 2017



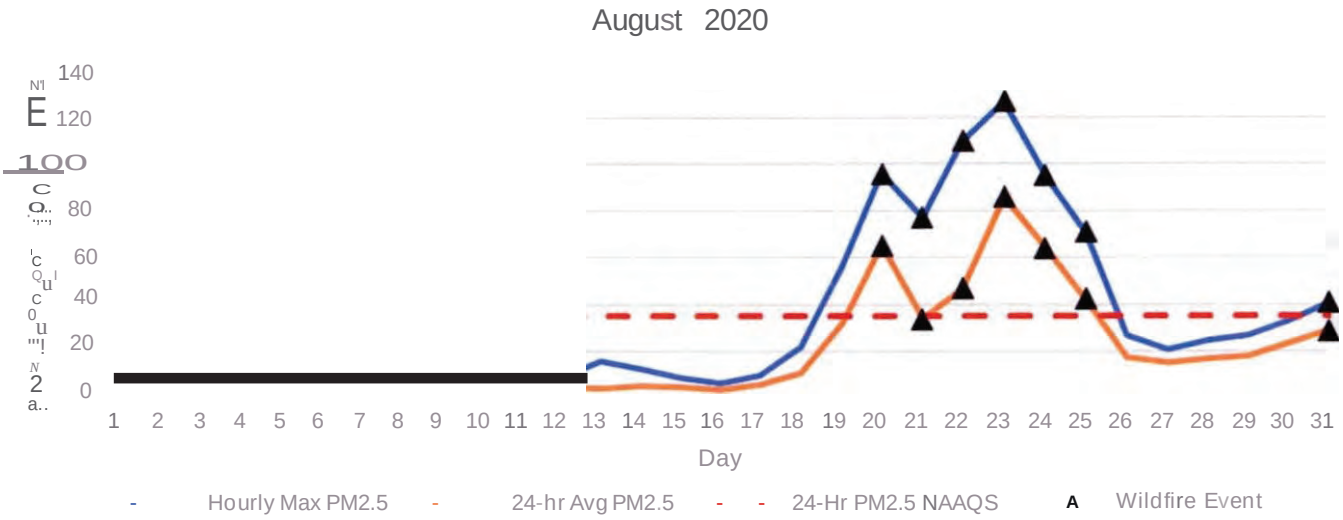
July 52



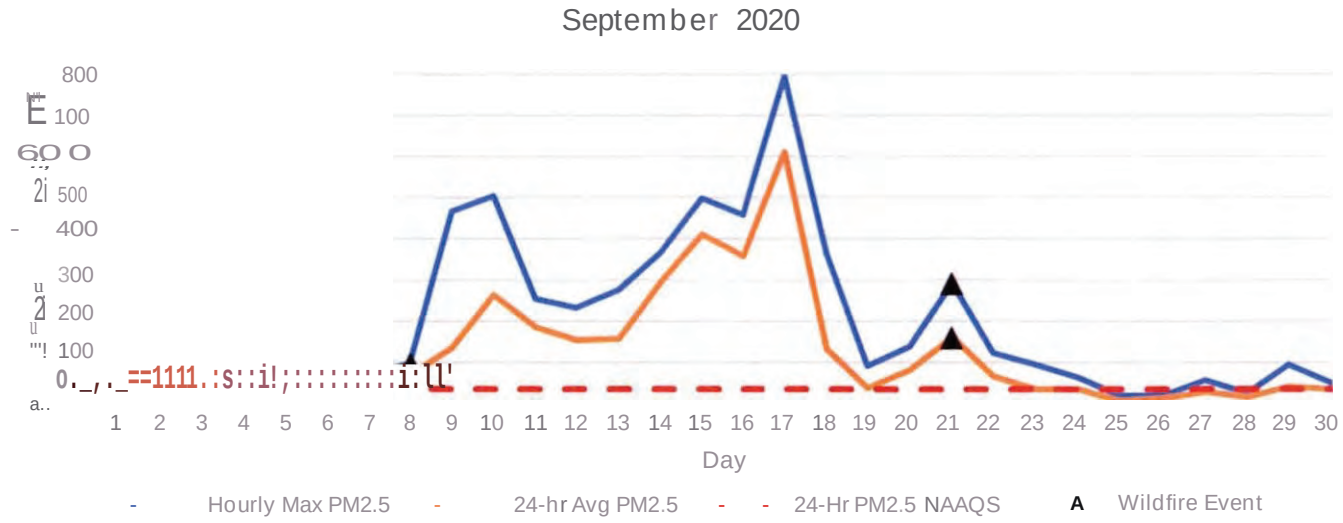
August 2018



August 2020



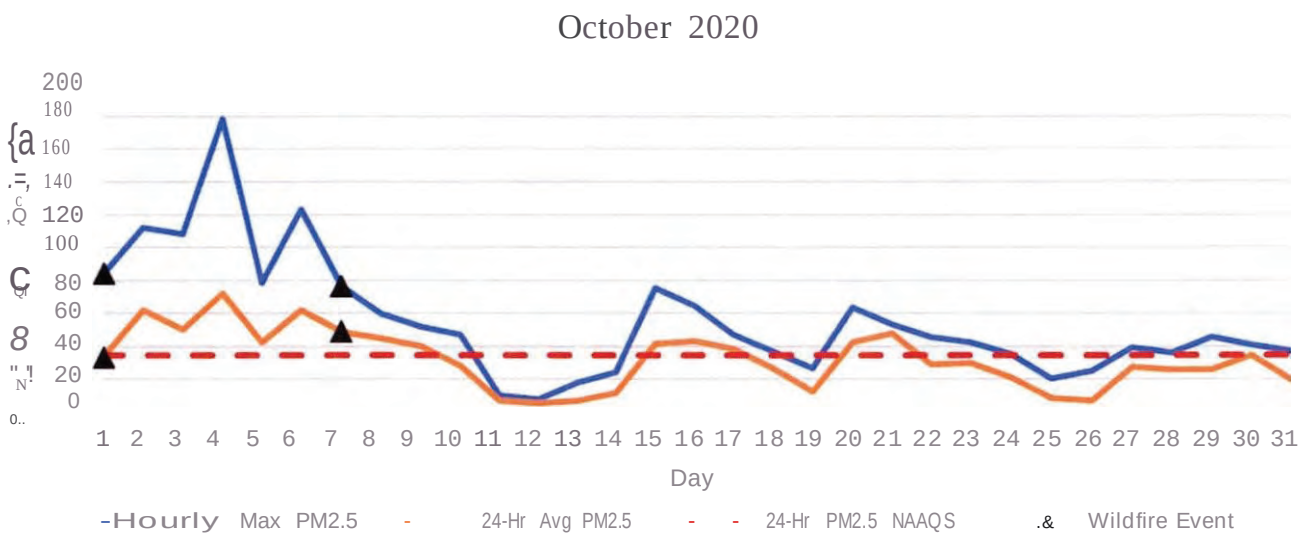
September 2020



October 2020

No regulatory monitor PM2.s data was available at Yosemite Village-Visitor's Center during October 2020. However, PM2.sdata was available for October 2020 from a PurpleAir sensor located outdoors at the nearby Yosemite Valley School with the PurpleAir sensor name "CARB_SMOKE_MCAPCD_YV School". Basic quality review of the data determined that Channel A values were erroneous due to being unreasonably high (3257 to 3774.57 µg/m^3), but Channel B values appeared reasonable for ongoing events with a range of 0.12 to 178.55 µg/m^3 and was utilized in a relative qualitative context.

Additional emphasis was placed upon available satellite imagery and HMS Smoke product for analysis of event dates during this time.



MARIPOSA COUNTY AIR POLLUTION CONTROL DISTRICT (MCAPCD) RESOLUTION NUMBER 2023-
A RESOLUTION AUTHORIZING MARIPOSA COUNTY AIR POLLUTION CONTROL DISTRICT FEDERAL 70 PARTS PER BILLION (PPB) OZONE ATTAINMENT PLAN FY23/24

WHEREAS, the California Air Resources Board (CARB) is responsible for preparing the State Implementation Plan (SIP) for attaining and maintaining the national ambient air quality standards (standards) as required by the federal Clean Air Act (Act) (42 U.S.C. section 7401 et seq.) and to this end is directed by Health and Safety Code section 39602 to coordinate the activities of all local and regional air pollution control and air quality management districts (districts) as necessary to comply with the Act; and

WHEREAS, on October 1, 2015, and effective January 16, 2018, the U.S. Environmental Protection Agency (EPA) promulgated a more health protective 8-hour ozone standard of 70 parts per billion (ppb) to supersede the existing 75-ppb standard; and

WHEREAS Mariposa County was designated as nonattainment for the federal 8-hour ozone air quality standard since 2004 under the original 75-ppb standard, initially being classified as 'mild' nonattainment; and

WHEREAS, most recently, on November 7, 2022, Mariposa County was reclassified as 'moderate' nonattainment under the 70-ppb standard; and

WHEREAS, the Mariposa County Air Pollution Control District (MCAPCD) has primary responsibility for controlling air pollution from non-vehicular sources and for adopting control measures, rules, and regulations to attain the standards within their boundaries, under sections 39002, 40000, 40001, 40701, 40702, and 41650 of the Health and Safety Code; and

WHEREAS the District determined that a Severe classification with an attainment date of August 3, 2027, was the most expeditious attainment date for the 70-ppb ozone standard with an attainment year of 2026; and

WHEREAS, the Act requires that a Severe nonattainment area ozone SIP includes an emissions inventory, major source emissions statements, new source review, attainment demonstration, Reasonable Available Control Measures (RACM), Reasonable Available Control Technology (RACT), Reasonable Further Progress (RFP) statement, Transportation Conformity, Contingency Measures, Transportation Control Measures, and Enhanced Monitoring; and

WHEREAS MCAPCD developed the 2023 Plan for Attaining the National Ambient Air Quality Standard for Ozone (2023 Plan) to fulfill the initial planning requirements of the Act and Implementation Rules for a Severe ozone nonattainment area; and

WHEREAS the 2023 Plan was made available for public review and comment by the District from October 18 to November 20, 2023; and

WHEREAS, the MCAPCD Board is meeting today, November 21, 2023, to discuss the 2023 Plan and has accepted and reviewed public comments related to the 2023 Plan.

NOW, THEREFORE BE IT RESOLVED, that the MCAPCD Board hereby adopts the 2023 Plan for implementation in Mariposa County in order to attain the ozone standard by 2026.

BE IT FURTHER RESOLVED, that the MCAPCD will transmit the adopted 2023 Plan to CARB for their consideration and incorporation into the SIP.

PASSED AND ADOPTED by the Board of Supervisors, County of Mariposa, a political subdivision of the State of California, sitting as the Mariposa County Air Pollution Control District Board of Directors, this 21st day of November 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
MILES MENETREY, Chair
Air Pollution Control District

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM

_____
Steven Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2023-25

MEETING:	November 21, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve the First Amendment to the FY 23/24 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment to the FY 23/24 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Amendment

This amendment is necessary to recognize our carryover amount of $39,500 of Rural Planning Assistance (RPA) Funds from our FY 22/23 OWP Reconciliation Letter; which caused an increase in our FY 23/24 OWP. This amendment will also recognize our carryover balance of the ongoing grant project, Phase IV Mariposa Creek Parkway Special Plan.This project is an SB1 Grant with a carryover amount of $219,166.77.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In previous years, upon the receipt of carryover amounts, amendments have been approved by the LTC.

FY 22/23 Amendment I to the OWP Approved with Resolution #LTC-2022-17.

FY 21/22 Amendment I to the OWP Approved with Resolution #LTC-2021-27.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this not be approved, staff will not be allowed to utilize the carryover amount for OWP work, nor perform any work or seek reimbursement for the Overall Work Program.

FINANCIAL IMPACT

The Overall Work Program is funded by State Rural Planning Assistance Funds and does not impact the General Fund

ATTACHMENTS

1. **MCLTC Reconciliation Letter FY 2022-23 - Fully Executed**
2. **FY 2023-24 OWPA - Amendment I - Signed**
3. **OWP FY 23-24 Amendment I - Draft**

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2023-24

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a 2024 Regional Transportation Improvement Program (RTIP) Amendment for the Harris Road Bridge Project; and Authorize the Executive Director to Submit All Necessary Programming Documents to the California Transportation Commission and Caltrans

---

RECOMMENDATION AND JUSTIFICATION

Approve a 2024 Regional Transportation Improvement Program (RTIP) Amendment for the Harris Road Bridge Project; and Authorize the Executive Director to submit all necessary programming documents to the California Transportation Commission and Caltrans.

On August 16, 2023, the California Transportation Commission (CTC) released the Fiscal Year 2024 STIP updates. Mariposa County is estimated to receive $2,065,000. The RTIP is the document used to program road improvement funds provided by the State. The State is requesting submission of a Project Programming Request by December 15, 2023.

The LTC has previously approved the use of these funds for the replacement of the Harris Road Bridge in the Ponderosa Basin. All 2024 funds are proposed to augment the existing bridge project, increasing the construction budget from $910,000 to $2,975,000. This augmentation will fund nearly 100% of the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 26, 2021, the LTC Approved the List of Priorities for the 2022 RTIP with LTC #2021-28.

On December 14, 2021, the LTC adopted Resolution 2021-30 approving the 2022 STIP project priority list. The Indian Peak and Harris Road bridges were emphasized as priorities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will need to find an alternative design method before the bridge deteriorates and the road is closed.

FINANCIAL IMPACT

The bridge does not qualify for the FHWA Highway Bridge Program and must be funded by alternative methods. There is no local match required with STIP.

ATTACHMENTS

1. **Harris Road Bridge - 25i**

VOTE RESULT

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

STATE OF CALIFORNIA ● DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised 19 Feb 2020 v8.01j)

Date: 10/5/23

District	County	Route	EA	Project ID	PPNO	
10	MPA	0		1022000273	3552	0
Project Title:	Harris Road Bridge Project					

Existing Total Project Cost ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	**Implementing Agency**
E&P (PA&ED)	0	0	0	75	0	0	0	75	Mariposa County
PS&E	0	0	0	0	100	0	0	100	Mariposa County
R/W SUP (CT)	0	0	0	0	0	0	0	0	Mariposa County
CON SUP (CT)	0	0	0	0	0	0	0	0	Mariposa County
R/W	0	0	0	0	30	0	0	30	Mariposa County
CON	0	0	0	0	0	910	0	910	Mariposa County
TOTAL	0	0	0	75	130	910	0	1,115	
Proposed Total Project Cost ($1,000s)									**Notes**
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	2,065	0	2,065	
TOTAL	0	0	0	0	0	2,065	0	2,065	

Fund No. 1:	**RIP - COVID Relief Funds - STIP (Uncommitted)**								**Program Code**
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	**Funding Agency**
E&P (PA&ED)				75				75	
PS&E					100			100	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W					30			30	
CON								0	
TOTAL	0	0	0	75	130	0	0	205	
Proposed Funding ($1,000s)									**Notes**
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 2:	**RIP - State Cash (Uncommitted)**								**Program Code**
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	**Funding Agency**
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						910		910	
TOTAL	0	0	0	0	0	910	0	910	
Proposed Funding ($1,000s)									**Notes**
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						2,065		2,065	
TOTAL	0	0	0	0	0	2,065	0	2,065	

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the First Amendment to the FY 23/24 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment to the FY 23/24 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Amendment

This amendment is necessary to recognize our carryover amount of $39,500 of Rural Planning Assistance (RPA) Funds from our FY 22/23 OWP Reconciliation Letter; which caused an increase in our FY 23/24 OWP. This amendment will also recognize our carryover balance of the ongoing grant project, Phase IV Mariposa Creek Parkway Special Plan.This project is an SB1 Grant with a carryover amount of $219,166.77.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In previous years, upon the receipt of carryover amounts, amendments have been approved by the LTC.

FY 22/23 Amendment I to the OWP Approved with Resolution #LTC-2022-17.

FY 21/22 Amendment I to the OWP Approved with Resolution #LTC-2021-27.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this not be approved, staff will not be allowed to utilize the carryover amount for OWP work, nor perform any work or seek reimbursement for the Overall Work Program.

FINANCIAL IMPACT

The Overall Work Program is funded by State Rural Planning Assistance Funds and does not impact the General Fund

ATTACHMENTS

1. **MCLTC Reconciliation Letter FY 2022-23 - Fully Executed**
2. **FY 2023-24 OWPA - Amendment I - Signed**
3. **OWP FY 23-24 Amendment I - Draft**

VOTE RESULT

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

California Department of Transportation

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 | SACRAMENTO, CA 94273–0001
(916) 654-2596 | FAX (916) 653-0001 TTY 711
www.dot.ca.gov

September 20, 2023

Ms. Shannon Hansen
Executive Director
4639 Ben Hur Road
Mariposa, CA 95338

Dear Ms. Shannon Hansen:

The purpose of this reconciliation letter for fiscal year (FY) 2022-23 is to confirm the unexpended totals in California Rural Planning Assistance (RPA), federally funded, and state funded grants as of **June 30, 2023**.

Rural Planning Assistance (RPA):	$39,500.00
21/22 RMRA (SB1) Sustainable Comm Competitive Grant expires 2/29/24:	$219,166.77
Total Planning Funds Available:	**$258,666.77**

Pursuant to the MFTA (section 3.C) and the Regional Planning Handbook (section 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation. If your agency's certification of expenditures exceeds the 25% allowable carryover, the above amount has been adjusted to reflect this.

Please review the reconciled totals. If in agreement with the balance(s), please electronically sign your specified field. Once all signatures are completed, all parties will automatically receive the fully signed reconciliation letter for their records via email.

Please note that in order to remain compliant with FTA Circular 8100.1D and CFR 630.106, all Federally funded carryover must be programmed via OWP/A and approved by the District within 90 days of the date of this letter.

If you have any questions or need additional information, please contact Lloyd Clark, District Regional Planning Liaison at Lloyd.Clark@dot.ca.gov or Victoria Schleicher, Caltrans Headquarters Fund Specialist at Victoria.Schleicher@dot.ca.gov.

Sincerely,

Erin Thompson

Erin Thompson
Chief, Office of Regional and Community Planning
Division of Transportation Planning

Marlon Regisford

Marlon Regisford
Planning Deputy District Director
District 10

I concur with the above balances:

shannon Hansen
shannon Hansen (Sep 26, 2023 12:33 PDT)

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission

09/26/2023
Date

MFTA#: 74A0793
AGENCY DUNS#: 623257027
AGENCY UEI#: PNG4LUYEKK53

OVERALL WORK PROGRAM AGREEMENT (OWPA)
Mariposa County Local Transportation Commission

FY: 2023-2024 **OWP Board Approval Date:** 11/21/2023 **Amendment #:** 1

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					$0.00
20.205	FHWA PL-Complete Streets	0.00%					$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					$0.00
20.505	FTA 5304	11.47%					$0.00
20.205	FHWA SPR	20.00%					$0.00
	RPA	0.00%	$158,000.00	$39,500.00			$197,500.00
	RPA Grants	0.00%					$0.00
	SHA Grants	11.47%					$0.00
	SB1 Formula & Competitive	11.47%		$219,166.77		$28,395.38	$247,562.15
	Climate Adaptation	11.47%					$0.00
	Total Programmed Amount		**$158,000.00**	**$258,666.77**	**$0.00**	**$28,395.38**	**$445,062.15**

Agency Certification of Programmed Funds	District Approval of Programmed Funds
The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.	The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.
Authorized Signature — Date: 11/21/2023	*Authorized Signature* — Date
Shannon Hansen, Executive Director - MCLTC	
Printed Name and Title	Printed Name and Title

(HQ Department of Transportation Use Only)

The total amount of **FEDERAL** funds encumbered by this document are: $ _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

The total amount of **STATE** funds encumbered by this document are: $ _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount $

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer — Date

CFDA for Federal Funds *20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research/**20.205 Highway Planning and Construction

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2023-2024

Final

Adopted by LTC Resolution #2023-10 – May 9, 2023

Amendment I – Pending LTC Adoption 11/21/23

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

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1. Introduction

The Work Program

The Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2023-2024 including July 1, 2023 - June 30, 2024.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

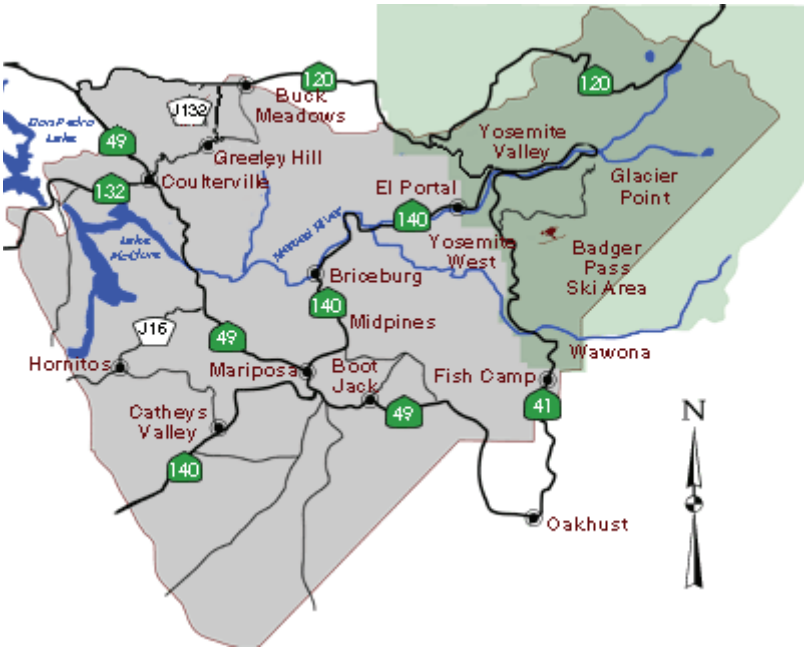
- Funding for transportation planning projects and programs
- Coordination with federal, state, and local agencies
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

The main products of this Work Program will be:

- Complete Phase III of Regional Transportation Plan 2023-24 Update (Funded by RPA)
- Complete Phase II of Active Transportation Plan 2024 (Funded by RPA)
- Phase IV Mariposa Creek Parkway Special Plan – that was started in FY 2021-22 and is scheduled to be completed in FY 2023-24 (Funded by SB1 SC with Local Share)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to the Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the Mariposa County Board of Supervisors, as there are no incorporated areas within the County. The County's Director of Public Works & Transportation is designated as the Executive Director of the LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 1999. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee, Citizen's Advisory Committee. The Technical Advisory Committee (TAC) which will meet twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises the LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts to projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, County websites, social media, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

2. The Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2017 Regional Transportation Plan
- The Regional Transportation Improvement Program and amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2011 Bicycle and Pedestrian Transportation Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 9 – **Phase IV Mariposa Creek Parkway Special Plan**

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2023-24 for Mariposa County is $158,000.

Funding Amounts and Sources

$158,000	Rural Planning Assistance (RPA)
$ 39,500	Rural Planning Assistance (RPA) – Fiscal Year 2022-23 Carryover
$ 25,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 8,000	TDA Funds
$219,167	Planning Grant SB1 SC
$ 28,395	Local Match – Receives No Funding From RPA
$478,062	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non RPA	Budgeted Amount
	RPA	Carryover FY 22-23	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,000
2. RTIP			25,000				25,000
3. Transportation Planning Studies	36,000	39,500					75,500
4.1 Transit Planning	30,000						30,000
4.2 TDA				8,000			8,000
5. Air Quality Planning	15,000						15,000
6. Public Information	22,000						22,000
7.Maintenance of the OWP	20,000						20,000
9. Phase IV Mariposa Creek Parkway Special Plan					219,167	28,395	247,562
Sub-Total	**158,000**	**39,500**	**25,000**	**8,000**	**219,167**		
Total		**$449,667.00**				**$28,395**	**$478,062**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

County Match Requirements

Funding for Work Elements 1 – 7 do not require a County match since they are 100% funded. Work Element 9 will require an 11.47% Local Match. 100% of the local match will be from the General Fund in the form of County of Mariposa Planning Department staff time.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized user.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

FAST Act Planning Factors							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 9 Phase IV Mariposa Creek Parkway Special Plan
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X			x
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X	X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X	
4. Increase the accessibility and mobility of people and for freight.		X	X	X			x
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and	X		X		X		x
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X			x
7. Promote efficient system management and operation	X	X	X	X	X	X	
8. Emphasize the preservation of the existing transportation system.		X		X			
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X			x
10. Enhance travel and tourism.	X		X	X		X	x

Planning Emphasis Areas

Planning Emphasis Areas (PEAs) were updated in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

Planning Emphasis Areas							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 9 Phase IV Mariposa Creek Parkway Special Plan
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X		x
Equity and Justice in Transportation Planning	X	X	X	X		X	X
Complete Streets	X	X		X			X
Public Involvement	X	X		X		X	x
Stratigic Highway Network/U.S. Department of Defense Coordination	**N/A**						
Federal Land Mangement Agency Cooridination	X	X		X			x
Planning and Environment Linkages	X	X	X	X			X
Data in Transportation Planning	X	X		X	X		X

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

The RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination, on all matters of transportation policy in the County.

Previous Work

- Completed Phase II of 2024 Regional Transportation Plan Update (June 30, 2023)
- Generate Draft Environmental Review of RTP Update (April 30, 2023)
- Draft Regional Transportation Plan Update (June 30, 2023)
- Draft Negative Declaration Environmental Document of RTP Update (June 30, 2023)

Proposed Products

- Completion of Phase III for Regional Transportation Plan Update (June 2024). Update being performed by Fehr & Peers Consulting Team with County Staff support for information, documentation, and oversite.
  - Presentation of Draft RTP in Public Meeting before the MCLTC
  - Collect Public Comments, Prepare Responses & Modifications to Draft RTP
  - Presentation of the Final RTP Update to MCLTC for Approval
  - Provide Monthly Status Updates to Caltrans of the RTP Update Project
  - Provide Weblinks and Meeting Minutes Quarterly for All Meetings Staff Attends

Work Activities

1. Monitor status and prepare needed documents for Phase III of Regional Transportation Plan Update 2024 with consultant (July 2023 - March 2024) – Fehr & Peers with County Staff
2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. Provide weblink and meeting minutes quarterly. (October 2023, January 2024, April 2024, and July 2024) – County Staff
3. Monitor status and funding of projects in the RTP (October 2023 and May 2024) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$35,000
	TOTAL	$35,000

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included into the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- Allocation requests for PA&ED on Indian Peak Bridge and Harris Road Bridge Replacement submitted to CTC Approved March 22-23, 2023.
- Merced Falls Road Rehabilitation project LTC board item, RFP, and a professional services contract with contractor, construction completed June 2023.

Proposed Products

- Merced Falls Road Rehabilitation Project Closeout Package (August 2023)
- Board item & process agreement for PA&ED - Harris Road Bridge Project (July 2024)
- Board item & process agreement for PA&ED - Indian Peak Bridge Project (July 2024)
- Begin Design of Harris Road Bridge Replacement Project (July 2023 – June 2024)
- Begin Design of Indian Peak Bridge Replacement Projects (Bridges are under 20 ft making them ineligible for HBP.)
- Allocation requests PS&E for both bridges

Work Activities

1. RTIP project planning, programming, and monitoring (September 2023, December 2023, March 2024, and June 2024) – County Staff
2. Monitor STIP projects: Merced Falls Road Rehabilitation construction phase (July 2023 – November 2024) – County Staff and Contractor.

Indian Peak Bridge and Harris Road Bridge prepare LTC items to enter into PA&ED phase agreements with Caltrans (July 2024) – County Staff

Indian Peak Bridge and Harris Road Bridge monitor PA&ED work (July 2023 – March 2024) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MONSTER), c) District System Management Plan, and d) Active Transportation Plans.

Corridor Studies:

A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Monster:

The Monster Project List is a Multimodal Objective Non-SHOPP Transportation Equity Report (**MONSTER**) and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District System Management Plan (DSMP):

A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSMP represents how the district envisions the transportation system will be maintained, managed, and developed over the 20 years and beyond, and is the State's counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:

System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the District. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Previous Work

- Field road inventory, Traffic Counts, and Speed Limit Surveys on County roads
- Computer database relating land use to roadways
- State highway project (STIP) priority lists
- 2021 Pavement Management Program, Adopted December 21, 2021
- Geographic Information System development

Proposed Products

- Summary List of Roads analyzed for ADT and/or Speed Survey for use in Active Transportation Plan Updates provided quarterly - (September 2023, January 2024, April 2024, and July 2024)
- Active Transportation Plan Draft Updates povided quarterly - (September 2023, January 2024, April 2024, and July 2024)

Work Activities

SUMMARY LIST OF ROADS:

1. Prepare Traffic volume counts on selected County roads for accurate Average Daily Traffic (ADT). Data collected is used in roadway projects, speed studies, short/long range travel, and traffic plans for alternate route analysis. The on-going work is performed throughout the year but limited during the winter season. The summary results will be used in the Active Transportation Plan Update 2024. Data collected at the end of each quarter (September 2023, December 2023, March 2024, and June 2024) will be submitted with Quarterly Reports– County Staff

2. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for the Active Tansportation Update scheduled for completion in June of 2024. (June 2024) – County Staff

3. Monitor status and prepare needed documents for Phase II of Active Tansportation Plan Update 2024 with consultant. Collect additional data needed, collect community input, and generate Draft ATP - (July 1, 2023 - June 30, 2024) – Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 75,500
	TOTAL	$ 75,500

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. Including conferences, such as CALACT and trainings specific to Transit. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

Mariposa County is a member of the California Association for Coordinated Transportation (CALACT) which represents small rural and specialized transportation providers statewide. Mariposa participates in CALACT's offerings of programs, resources, and training to benefit the growth of our county's rural transit operations.

Previous Work

- 2021 Short Range Transit Plan, Adopted December 14, 2021

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2023 and April 2024 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31,2024)

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions as a result of our meetings. (October 2023 and April 2024) - Staff
2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2023 and May 2024) - Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$30,000
	TOTAL	$30,000

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination
- Federal Transit Administration (FTA) grant applications

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2024)
- Federal Transit Administration (FTA) grant applications (April 15, 2024)

Work Activities

1. Social Services Transportation Advisory Committee meetings (October 2023 and April 2024) – County Staff
2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2024) - Staff
4. Track expenditures of LTF and STA Funds. (October 2023, January 2024, April 2024, and June 2024) - Staff
5. Research and complete the filing of FTA grant applications. (May 2024) - Staff
6. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2023) - Staff
7. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2024) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$8,000
	TOTAL	$8,000

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. Mariposa County is designated to be in "non-attainment" for the pollutant ozone. It is important to involve the public in the regional transportation planning process and to participate with regional, local, and state agencies, the public, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, the LTC works closely with the Mariposa County Air District, Caltrans District 10, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Health & Human Services Agency
- Countywide Map of Air Quality Tests and Observations (June 2023)

Proposed Products

- Outcomes of Meetings with Public Works and HHSA will be submitted Quarterly
- Countywide Map of Air Quality Tests and Observations updated Quarterly

Work Activities

1. Meet with Mariposa Public Works and HHSA on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2022, March 2023) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available.- County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2023 and June 2024) – County Staff
4. Monitor air quality with the HHSA; (September 2023, December 2023, March 2024, and June 2024) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

WORK ELEMENT 6
Public Information

- This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander). Transit Survey will be performed in Q4. Survey outcomes will be submitted with Q1 Deliverables (October 2024).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2023)
- Public Information of Transit Services with Q4 Deliverables (July 31, 2023)

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Quarterly Deliverables
- Update Mariposa Transportation Planning Web Page (June 2024)
- Provide Caltrans with Public Information Materials Produced on a Quarterly Basis

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2024, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2024) – County Staff

2. Create yearly survey for current transit users in the county to ask, “How can we improve services offered in Mariposa County?” Transit Survey will be performed in Q4. Survey outcomes will be submitted with Q1 (October 2024)– County Staff

3. Update all transit schedules and offerings for mailing and posting. (May 2024) - Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow developing, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2022-2023

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2023, Q2 - January 31, 2024, Q3 – April 28, 2024, and Q4 - July 31, 2024)
- Formal and Administrative Amendments as needed (August 2023 – June 2024)
- OWP FY 2022-2023 Year End Closeout Package (August 31, 2023)
- Draft of the FY 2024-2025 OWP Due to Caltrans (March 1, 2024)
- Final Adopted FY 2024-2025 OWP to Caltrans (May 2024)
- Final Approved/Adopted FY 2024-2025 OWP and fully executed OWPA (June 30, 2024)

Work Activities

1. Formal and Administrative Amendments if required. (July 2023-May 2024) - Staff
2. Preparation of Quarterly Reports and Invoices throughout the Fiscal Year per the guidelines outlined in the Regional Planning Handbook. (October 2023, January 2024, April 2024, July 2024, & August 2024) – Staff
3. Preparing the FY 2024-2025 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2023-2024 - Staff
4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$20,000
	TOTAL	$20,000

WORK ELEMENT 9
Mariposa Creek Parkway Phase IV Special Plan

The purpose of this element is to articulate a vision for a sustainable neighborhood along the Mariposa Creek Parkway. The planned neighborhood will address Mariposa County's housing imbalance, gain new access encroachments to SR-49N, and establish an internal network of complete streets that support multi-modal transportation behavior and reduce greenhouse gas emissions. Deliverables include neighborhood site and land use plans, an economic development and investment strategy, and a phasing and action plan to guide implementation.

The project is funded with SB1 funds, some of which are allocated through the SB1 Sustainable Communities Formula. The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. By pairing engagement with diverse local stakeholders, including housing and public health agencies, environmental stewardship non-profits, and the wider community, with rigorous site, market, and ecological analyses, the project will result in a comprehensive, cutting-edge special plan to achieve multiple community objectives. The final product is anticipated to be complete February 2024.

Previous Work

1. Inventory and Analysis (7/1/2022)
2. Setting Goals and Expressing Project Priorities (9/30/2022)
3. Conceptual Site Planning and Impact Evaluation (6/30/2023)

Proposed Products

1. Plan Implementation Program (2/28/24)
2. Document Production and Adoption (2/28/24)

Work Activities

1. Plan Implementation Program (2/28/24)—SERA Architects
    - The plan implementation program will identify the specific technical actions necessary to achieve the planned community described in the previous task. The deliverables from this task will constitute a strategic work plan for the LTC, Mariposa County, and partner organizations as they continue collaborating to realize the sustainable community building potential of the Phase IV site.

    Guided by discussions from the task kick-off steering committee meeting, the consultant will work with appropriate County agencies and project partners to detail the implementation actions necessary over short-, medium-, and long-term time horizons. This step will facilitate production of the phasing and action plan, which will include specific implementation roles for each member of the project partnership. Wherever possible, this plan will also provide resources to support project partners in successfully achieving their tasks, such as:

- Relevant and successful case studies and examples from the region
- Applicable state and federal guidance

Parallel to the production of this deliverable will be the project funding plan, which will equip plan implementers from Mariposa County and partner organizations to work with public, private, and non-profit entities to develop the neighborhood in alignment with the community's vision and in accordance with the Special Plan's requirements. The highlight of this deliverable will be a strategy for financing the principal public investments in the development, including options such as grants, bonds, and the establishment of special districts such as an Enhanced Infrastructure or Tax Credit finance district. The funding plan will include resources to support the project partners in pursuing whichever financing routes are recommended.

Once these implementation strategies are complete, the LTC, Mariposa County, partner organizations, and the consultant will host public events, such as open houses or similar, to share the near-complete plan, and to collect final comments and input on the plan prior to document production and adoption.

2. Document Production and Adoption (2/28/24)—SERA Architects

In the final project task, the consultant team will respond to any last comments received at the open house(s), and synthesize all of the materials produced throughout the previous tasks into a cohesive document, the adoption of which the Mariposa County Planning Department can then manage over the remainder of the grant period. This includes a final review with the steering committee and Caltrans staff prior to being submitted to the LTC for public review, discussion, and adoption. Additionally, if deemed necessary or appropriate by the LTC or Mariposa County staff, the document will be publicly reviewed, discussed, and endorsed by the Mariposa County Planning Commission.

After the Special Plan has been fully adopted, Mariposa County and project partners will begin following the Phasing and Action Plan to implement the Special Plan.

Funding

Funding Source	Work Performed by	SB1 SC * AMOUNT	LTF Match (11.47%)	Budgeted Amount
(SB1 SC)	Planning, LTC and Consultants	$219,167	$28,395	$247,562
	TOTAL	$219,167	$28,395	$247,562

***Work Element 9 receives no funding from RPA.**

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-627

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Countywide Snow Removal Policy

RECOMMENDATION AND JUSTIFICATION

Adopt a Countywide Snow Removal Policy.

The winter season presents significant challenges to our community, impacting everything from daily commutes to emergency response times. The Mariposa County Public Works Department has developed this Snow Removal Policy to safeguard the public health, safety, and general welfare by prohibiting parking of vehicles on public highways, roads, and streets in certain areas of the county to permit effective and speedy removal of snow by the Mariposa County staff, the California Department of Transportation or other persons engaged, hired, contracted, or otherwise authorized to remove snow from public highways. A formalized policy underscores the county's commitment to the well-being and quality of life of our residents, demonstrating that we prioritize their safety and convenience throughout the winter months.

The Snow Removal Policy encompasses the procedures and regulations governing prioritization of Mariposa County Road Services, as well as the protocols for snow removal operations, chain controls, and parking restrictions. It provides a comprehensive framework for the maintenance of county roadways, outlining prioritization criteria based on traffic volume, population density, and support for emergency agency responses, ensuring a structured and efficient approach to handling snow-related challenges in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors adopted Ordinance No. 598 in 1983, adding Section 10.08.053 of the Mariposa County Code, entitled " Parking In The Yosemite West Maintenance District".

In 1986, the Board of Supervisors adopted Ordinance No. 656, that amended Mariposa County Chapter 10.08 of the Mariposa County Code to add Section 10.08.110 entitled "Snow Removal – Parking Restricted".

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: The Board may approve the policy with the desired amendments.

Negative Action: Continue to conduct snow removal operations without a formal policy.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Ordinance 0598**
2. **Ordinance 0656**
3. **Snow Removal Policy**

VOTE RESULT

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

MARIPOSA COUNTY ORDINANCE No. 598

PARKING REGULATIONS ADDED

THE BOARD OF SUPERVISORS of Mariposa County does hereby ordain as follows:

SECTION 1: Section 10.16.030 is added to the Mariposa County Code to read as follows:

"10.16.030 Parking regulations within district.

Within vehicle parking district No. 1 it shall be unlawful:

A. To abandon or leave unattended any vehicle for a period of more than forty-eight (48) hours within the areas of said district designated for public parking.

B. To camp or reside in a vehicle for a continuous period of more than forty-eight (48) hours within the areas of said district designated for public parking.

C. To park in, or block with, an unoccupied vehicle the loading zones within the district located in the following locations:

1. The loading ramp area located along the southwest boundary of the upper Sixth Street parking lot.

2. The loading zone located on the northeast boundary of the Fifth Street parking lot immediately behind the Hull House.

D. To park in handicapped parking areas within the district, which shall be signed and marked according to law, located as follows:

1. In the Fifth Street parking lot, one stall on the northeast boundary at the north corner.

2. In the upper Sixth Street parking lot, two

stalls along the northwest boundary, at the north corner."

SECTION II: Section 10.16.040 is added to the Mariposa County Code to read as follows:

"10.16.040 Removal of vehicles not lawfully parked. The district manager, the county road commissioner or any duly authorized peace officer may remove or cause removal of any vehicle parked in the public parking areas of the district in violation of the regulations of this chapter, and may store the vehicle or cause it to be stored at the expense of the owner or operator thereof. Towing and storage charges will be imposed by the person or firm who tows or stores such vehicle."

SECTION III: Section 10.16.050 is added to the Mariposa County Code to read as follows:

"10.16.050 Violation--penalty. Every violation of the provisions of this chapter is an infraction punishable as provided in Vehicle Code Section 42001 and Section 1.20.030 of this Code."

SECTION IV: Section 10.08.051 is added to the Mariposa County Code to read as follows:

"10.08.051 Handicapped parking areas. The following public parking areas are designated as handicapped parking, for the exclusive use of persons bearing an authorized handicapped sign, license plate, or sticker on their vehicle:

A. On the southwest side of Jones Street between Ninth Street and Tenth Street, the parking space on each side of the walkway entering the Courthouse from Jones Street and immediately adjacent thereto--two spaces.

B. Designated handicapped parking spaces within parking district No. 1 as described in Section 10.16.030.

C. On Sixth Street at the intersection of Highway 140, the first stall on the southeast side in each direction from the intersection, being two stalls, one northeast of the intersection and one southwest of the intersection."

SECTION V. Section 10.08.052 is added to the Mariposa County Code to read as follows:

"10.08.052 Courthouse parking. The following regulations shall govern parking adjacent to the Mariposa County Courthouse:

A. On the southeast side of Tenth Street between Bullion Street and Jones Street, public parking shall be permitted in diagonal stalls only.

B. On the southwest side of Jones Street between Ninth Street and Tenth Street, parking is prohibited within fifteen (15) feet of the fire hydrant located near the Jones Street entrance to the Courthouse.

C. On the southwest side of Jones Street between Ninth Street and Tenth Street, parking is prohibited in the two stalls reserved for police parking only, one located as the second stall northwest of the walkway entering the Courthouse from Jones Street, and the other as the first stall southeast of the fire hydrant zone."

SECTION VI: Section 10.08.053 is added to the Mariposa County Code to read as follows:

"10.08.053 Parking in the Yosemite West Maintenance District. It is unlawful to park any vehicle on the streets

and roadways of the Yosemite West Maintenance District in such a manner as to interfere with, obstruct or delay snow-plow operations."

SECTION VII: Section 10.08.031 shall be added to the Mariposa County Code to read as follows:

"10.08.031 Camping and overnight parking. It shall be unlawful to camp or reside in a vehicle for a continuous period of more than forty-eight (48) hours on any public street, road or highway in Mariposa County."

SECTION VIII: This ordinance shall become effective thirty (30) days from the date of final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED this 7th day of June, 1983, by the Board of Supervisors of Mariposa County by the following vote:

AYES:	Taber, Barrick, Erickson, Moffitt, Dalton
NOES:	None
ABSENT:	None
ABSTAINED:	None

Eric J. Erickson
ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Richard K. Denhalter
RICHARD K. DENHALTER, County Counsel

MARIPOSA COUNTY CODE No. 656

AMENDING CHAPTER 10.08 ENTITLED
"STOPPING, STANDING & PARKING"
BY RENUMBERING SECTION 10.08.110 TO
SECTION 10.08.120, AND
ADDING SECTION 10.08.110

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 10.08 entitled "Stopping, Standing & Parking" shall be amended by renumbering Section "10.08.110 Violation--Penalty", to Section "10.08.120 Violation--Penalty."

SECTION II: Chapter 10.08 entitled "Stopping, Standing & Parking" shall be amended by adding Section "10.08.110 Snow removal--Parking restricted." to read in its entirety as follows:

"10.08.110 Snow removal--Parking restricted.

A. The purpose of this section is to safeguard the public health, safety and general welfare by prohibiting parking of vehicles on public highways, roads and streets in certain areas of the county to permit effective and speedy removal of snow by the County Road Department and the Department of Transportation or other persons engaged, hired, contracted or otherwise authorized to remove snow from public highways.

B. In areas of the county above the elevation of twenty-five hundred (2500) feet, no person shall park any vehicle on a county-owned public road, highway, or right-of-way, which is posted with signs stating that no person shall stop, park or leave standing any vehicle within the areas marked by the signs, during the period for which the Road Commissioner has declared a 'snow removal condition' exists.

1. In addition to citation powers, any officer specified in Section 22651 of the California Vehicle Code may remove or cause to be removed a vehicle in violation of this section at the expense of the registered owner.

2. For purposes of this section, 'park' or 'parking' means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaging in loading or unloading of merchandise or passengers.

C. Whenever any officer, as defined in Section 22651 of the California Vehicle Code, finds a vehicle standing upon a highway in violation of subsection B, of this section, the officer may move the vehicle or require the driver or other person in charge of the

vehicle to move it, or may remove and store the vehicle at the expense of the registered owner.

D. No person shall throw or deposit or cause to be thrown or deposited upon a highway any snow or ice in an amount or manner likely to constitute a hazard to vehicular traffic."

SECTION III: This Ordinance shall become effective thirty (30) days from the date of final passage, pursuant to Government Code Section 25123.

PASSED AND ADOPTED this 20th day of May, 1986 by the Board of Supervisors of Mariposa County by the following vote:

AYES:	BARRICK, ERICKSON, RADANOVICH, TABER
NOES:	NONE
ABSENT:	DALTON
ABSTAINING:	NONE

Beverly Barrick
BEVERLY BARRICK, Chairman
Board of Supervisors

ATTEST:

Gerald McCarthy
GERALD MC CARTHY, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN, County Counsel

Mariposa County
Department of Public Works

Snow Removal Policy

A. PURPOSE

The Mariposa County Public Works Department has developed this Snow Removal Policy to safeguard the public health, safety, and general welfare by prohibiting parking of vehicles on public highways, roads, and streets in certain areas of the county to permit effective and speedy removal of snow by Mariposa County staff, the California Department of Transportation (Caltrans) or other persons engaged, hired, contracted, or otherwise authorized to remove snow from public highways.

Parking restrictions in the county right-of-way during snow removal season are strictly enforced; your vehicle **will be towed**. The county shall not assume liability for any damage caused to vehicles left in the county right-of-way during snow removal operations.

B. SCOPE

This document encompasses the procedures and regulations governing prioritization for Mariposa County Road Services, as well as the protocols for chain controls, snow removal operations, and parking restrictions. It provides a comprehensive framework for the maintenance of county roadways, outlining prioritization criteria based on traffic volume, population density, and support for emergency agency response, ensuring a structured and efficient approach to handling snow-related challenges in Mariposa County.

C. DEFINITIONS

1. “Bare Pavement Condition” - a state in which a road or surface has been cleared of all snow and ice, leaving the underlying pavement visible and free from any significant accumulation of snow and ice.

2. “Snow Removal Condition” – the accumulation or potential accumulation of three (3) or more inches of snow, which requires proactive measures to clear the snow from roadways and other affected areas. This condition remains in effect until the roadways and other affected areas have been adequately cleared to ensure safe passage for regular traffic.

3. “Tire Traction Device” – devices or mechanisms having a composition and design capable of improving vehicle traction, braking, and cornering ability upon snow and ice-covered surfaces.

D. CHAIN CONTROLS

1. **California Vehicle Code Section 27459 - Tire Traction Devices**

   No person shall operate any motor vehicle, trailer, or semitrailer upon any portion of a highway without tire traction devices when that portion of the highway is signed for the requirement of tire traction devices.

2. There are Three Levels of Chain Requirements in California:

   a. **Requirement 1 (R-1):** Chains are required on all vehicles **except** passenger vehicles and light-duty trucks under 6,000 pounds gross weight and equipped with snow tires on at least two drive wheels. Chains must be carried by vehicles using snow tires. All vehicles towing trailers must have chains on one drive axle. Trailers with brakes must have chains on at least one axle.

   b. **Requirement 2 (R-2):** Chains or traction devices are required on all vehicles **except** four-wheel/all-wheel drive vehicles with snow-tread tires on all four wheels.

   c. **Requirement 3 (R-3):** Chains or traction devices are required on **all** vehicles, no exceptions.

3. In all areas where chain control signs are posted, the speed limit is set at 25 MPH or a lower speed that is deemed safe for the prevailing road conditions.

R-1

R-2

R-3

E. PRIORITIZATION FOR COUNTY ROAD SERVICES

1. The Mariposa County Public Works Roads Division is responsible for maintaining 560+ miles of county roadways. Snow removal services on roads maintained by the county are carried out through a collaboration between Mariposa County personnel and contracted service providers. County staff is not available for snow removal services on private roads. Residents living along private roads are accountable for organizing their own snow removal efforts. In rare situations, county resources may be mobilized on private roads to assist emergency personnel, but solely at their request and subject to the approval of the Roads & Bridges Manager.

2. County roads are prioritized based on traffic volume, population density, and support for emergency agency response.

3. **Priority 1 Roads**

   Paved roads that provide the main access for communities to the State Highway System, county roads that access fire stations, paramedics, and Mariposa County Sheriff Offices. These roads will generally receive snow removal resources first and more frequently than subordinate road classifications, and it is Public Works' goal to keep them open continuously. While roads in this classification may close temporarily for public safety reasons, they will typically be the first to be re-opened.

4. **Priority 2 Roads**

   Paved roads that serve communities and government offices but carry less traffic than Priority 1 Roads. These are the second priority to receive snow removal resources.

5. **Priority 3 Roads**

   Residential streets, subdivisions, cul-de-sacs, and other paved roads within communities. As the third priority designation, these roads generally receive snow removal as soon as all the Priority 1 and Priority 2 roads have been cleared and opened.

6. **Priority 4 Roads**

   Remote roads serving single residences and maintained dirt roads have the last priority as they require special equipment to remove the snow.

7. **Roads Not Maintained During Winter Months**

   Certain roads in Mariposa County receive no maintenance throughout the winter months and are clearly marked with yellow and black signs that read, "NOT MAINTAINED DURING WINTER NOV-MAY." These specific roads are rigorously left untouched and unplowed during the winter season. Attached as Exhibit 1 is a list of roads not maintained during winter months.

F. SNOW REMOVAL OPERATIONS

1. The Mariposa County Public Works Roads Division oversees the maintenance of over 560 miles of county roadways. Information regarding road closures and chain control for these maintained roadways can be accessed on the Mariposa County website at https://mariposacounty.org

2. Caltrans performs snow removal services on state highways/routes such as SR 140, SR 120, SR 132, SR 41, and SR 49. Check current highway conditions on the internet: https://roads.dot.ca.gov/

3. Given existing resources, the Mariposa County Roads Division is equipped to effectively manage most snowstorms occurring above an elevation of 3,500 feet, assuming there are minimal concerns at lower elevations like downed trees and flooding.

4. Resource constraints do not permit a "bare pavement condition" snow removal policy.

5. Normal snow and ice control operations are performed during an 8-to-14-hour shift.

6. Snow removal operations will begin when snow depths on the pavement accumulate to three (3) inches during regular work shifts.

7. In the event of snowfall occurring outside of regular work hours, snow removal operations will commence during the subsequent shift, unless the roads become impassable or pose a risk due to hazardous conditions.

8. During snowplow operations, a snow berm will be formed in front of driveways, and it is the resident's responsibility to clear it.

    a. Do not shovel or blow snow back into the roadway as this is illegal and you could be cited or expose yourself to liability if an accident or property damage occurs.

    b. Snow that is shoveled or blown back into the roadway will be returned onto the driveway during the next pass of the snowplow.

    c. Parking vehicles as close to the road as possible at the end of driveways does not reduce snow accumulation and increases the risk of vehicle damage.

9. Each piece of snow removal equipment has an assigned route. Operators will begin plowing from the initial point of their assigned area, continue until they reach the conclusion of that section, and then return to the starting point to resume plowing.

10. As the snow accumulates, plowing endeavors can create snowbanks encroaching onto the roadway, limiting the available travel space. To increase the available travel space, operators will continue plowing, pushing snow onto the road shoulders (which extend ten feet from the edge of the pavement for snow storage purposes), turnouts, and parking areas.

11. Mariposa County opts not to use salt for de-icing to safeguard the environment and prevent potential corrosion to infrastructure.

12. Roads will be sanded as needed after the snowfall has ceased. Please remember, sand is not a substitute for tire traction devices and does not guarantee traction for tires.

****NOTE****

Mariposa County does NOT sand R-2 conditions unless an emergency exists and the Roads & Bridges Manager authorizes it.

13. Efforts to scrape ice under freezing conditions have been unsuccessful and tend to smooth the surface, increasing slipperiness. Standard ice removal procedures will be implemented once the ice has partially thawed.

14. If conditions such as extended heavy snowfall, low elevation snowfall, reduced equipment availability, lack of personnel or major problems elsewhere to the county-maintained road system are present, a request for a declaration of a “storm emergency” may be made by the Director of Public Works in accordance with Chapter 2.80 of the Mariposa County Code. When a storm emergency is declared, snow removal operations may be prioritized to assist emergency responders.

G. PARKING RESTRICTIONS

1. Mariposa County Code Section 10.08.110 “Snow Removal—Parking Restricted” prohibits parking on the pavement or road shoulder during snow removal operations.
2. In the areas of the county above an elevation of twenty-five hundred (2500) feet, no person shall park any vehicle on a county-maintained public road, highway, or right-of-way, which is posted with signs stating that no person shall stop, park, or leave standing any vehicle within the areas marked by the signs, during the period for which a “snow removal condition” exists.
3. Any additional items, such as basketball hoops, wood splitters, trash bins, construction materials, and trailers, must be cleared from a county-maintained public road, highway, or right-of-way for the duration of a "snow removal condition."
4. If vehicles or other obstructions on the roadway pose a safety risk to snowplow operations, the road may be left unattended until the responsible party addresses the safety concern.
5. A warning sticker will be affixed to the vehicle window or residence door of the responsible party for violations of this policy. An illustrative sticker is provided as Exhibit 2.

H. HELPFUL TIPS

1. Please keep children and pets from playing on or near roads and snow berms as this is very dangerous. Due to limited visibility and road conditions during winter storms, drivers may not see them or be able to stop in time to avoid hitting them.
2. Plan ahead and don't travel unless necessary. Carry a survival kit consisting of blankets or sleeping bags, water, and a flashlight in case of vehicle breakdown or becoming stuck in the snow.
3. Always carry tire traction devices and know how to apply them to your vehicle.
4. Do not shovel or push snow from driveways into the roadway, as this creates a hazard for other drivers, a liability for you, and is illegal.
5. Exercise caution around snowplows, as they often make frequent stops and backup maneuvers, sometimes with limited visibility. Avoid driving directly behind a snowplow, as the driver may not be able to see you and could inadvertently back into your vehicle. If you are behind a plow that stops, stop your vehicle in such a way that you can see the snowplow driver's eyes, and please give them extra room.

I. CONTACT INFORMATION

The Department of Public Works office is open Monday through Friday from 8:00 a.m. to 4:30 p.m. and can be reached at (209) 966-5356; the Public Works counter at 4639 Ben Hur Road is open to the public Monday through Friday from 8:00 a.m. to 4:30 p.m. In the event of an emergency, weekends, evenings, or holidays, please contact the Sheriff's Office at (209) 966-3615 or 911, who will then dispatch the appropriate Public Works Road Supervisor.

EXHIBIT 1

Not Maintained During Winter Months
November 1st Through May 31st

NORTH AREA:

Bondurant Road
At the intersection of Dogtown Road.

Cuneo
From Jackass Creek Access Road to Priest Coulterville Road.

Dogtown
Approximately ½ mile east of Bondurant Road to Greeley Hill Road.

Old Yosemite
Approximately 4 miles east of Bull Creek Road.

Schilling
From the End of pavement in Greeley Hill to SR49

Texas Hill
At the intersection of Quail Mine Road

EAST AREA:

Chowchilla Mountain Road (Harris Cutoff-Basin)
At Harris Cutoff Road to end of pavement Chowchilla Mountain Road (Basin side).

Chowchilla Mountain Road (Last residence on dirt portion)
Dirt Portion (above Basin) at 6185 Chowchilla Mountain (last residence) to Summit Road intersection.

Summit Road
Chowchilla Mountain Road to the community of Fish Camp at Egan's way.

Miami Mountain
SR41 to Worman Road.

Foresta Road
From the intersection of Foresta Road and Dana Way to El Portal (Road is impassible due to two bridge failures also has locked gate).

Oak Road
Yosemite Oak Road to just west of the address 5222/5267.

Slaughterhouse Road
SR140 to All Red Road.

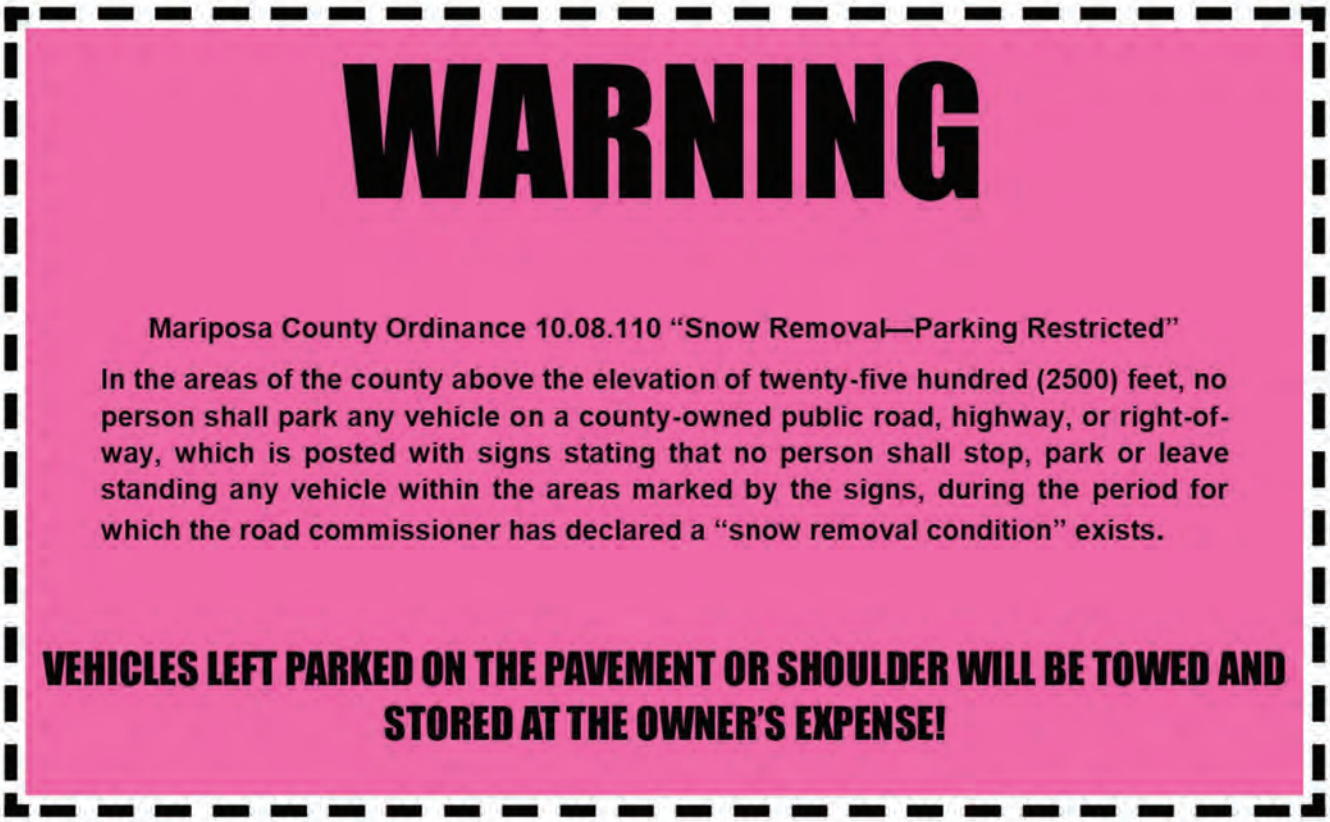
WEST AREA:

Cotton Creek Road
Bear Valley Road to Hunters Valley Road.

Indian Gulch Extension
End of Waltz Road (Merced County) JWO Santa Cruz Cemetery.

Spur Road
County Line at SR140

EXHIBIT 2


WARNING
Mariposa County Ordinance 10.08.110 "Snow Removal—Parking Restricted"
In the areas of the county above the elevation of twenty-five hundred (2500) feet, no person shall park any vehicle on a county-owned public road, highway, or right-of-way, which is posted with signs stating that no person shall stop, park or leave standing any vehicle within the areas marked by the signs, during the period for which the road commissioner has declared a "snow removal condition" exists.
VEHICLES LEFT PARKED ON THE PAVEMENT OR SHOULDER WILL BE TOWED AND STORED AT THE OWNER'S EXPENSE!

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Discussion and Direction on Weights and Measures Device Registration and Fees

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RECOMMENDATION AND JUSTIFICATION

Discussion and Direction regarding Weights and Measures Device Fee's

Mariposa County Department of Agriculture & Weights and Measures inspects, tests, and seals 374 weighting and measuring devices throughout the county. The weighing devices range from small counter scales at the grocery store to large cattle scales. The measuring devices include retail fuel meters to retail propane meters.

California Business and Professions code section 12240 allows for County Weights & Measures programs to register devices and charge device fees to assist with recuperating costs associated with testing commercial weighting and measuring devices. Mariposa County is the only county in the State of California not currently registering devices and charging device fees. Most other counties are charging the max device fee allowed by Business and Professions code section 12240 to offset program costs.

Mariposa County Department of Agriculture & Weights and Measures does not own all the necessary equipment to perform the required tests on all commercial weighting and measuring devices as required by state law. Without possessing the required testing equipment to test all commercial weighting and measuring devices, we must contract with a neighboring county to use their testing equipment. We have currently contracted for testing retail propane meters, high volume fuel meters, and large scales over five hundred pounds. Contracting with neighboring counties' cost Mariposa County mileage and staff hours.

Mariposa County Department of Agriculture has been contracting with Merced County for several years. This past year Merced County Weights and Measures spent twelve days assisting Mariposa County Standards Inspector testing and invoiced Mariposa County $10,253.59. For fiscal year 2022/2023 the Mariposa County Department of Agriculture & Weights and Measures spent $53,576.69 of general funds on the weights and measures program. The weights and measures programs does not receive unclaimed gas tax or reimbursement funds for testing and sealing devices or work performed in quality control programs.

California Business and Professions Code 12240 (a) Except as otherwise provided in this section, the county board of supervisors, by ordinance, may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the county sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211.

Option1

No current change on how Mariposa County Department of Agriculture & Weights and Measures inspects, tests and seals commercial weighting devices. Continue to not require businesses to register

devices within Mariposa County.

Option 2
Create and implement a Weights and Measures device registration and device fee schedule program. Create multiple county ordinances as required by California Business and Profession Codes that meet device fee, location fee, and state fee requirements. Create a county ordinance that would allow for adjustments in fee schedules in the future based on California Business and Professions code changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

County Ordinance 808 for annual registration for Pesticide Use Enforcement Program and Apriary Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No current change on how Mariposa County Department of Agriculture & Weights and Measures inspects, tests and seals commercial weighting devices. Continue to not require businesses to register devices within Mariposa County.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Device Fee breakdown through 12 2023**
2. **Device Fees breakdown effective 01 2024**
3. **B&P Code 12240**
4. **AB1304**
5. **2023 WM Finacial Statement**
6. **Device Fee PowerPoint - AG**
7. **K.2 sheet**

Weights and Measures Device Fee

** Fees are not access to Federal, State or County Equipment

***Location fees are not charged for scales brought into the Ag and W&M Office

FEES ARE VALID THROUGH 12/31/2023

		# of Devices or Locations	County Rate	CDFA DMS Fee	Total Fee Charged per Device	Total
	All Location for devices tested at the place of business	50	$ 100.00		$ 100.00	$ 5,000.00
	Devices brought to the office	10	$ -			
	County/State/School District Devices					
BP 12240(n)	Computing/Counter/Hanging	34	$ 20.00	$ 2.20	$ 22.20	$ 754.80
	Platform Scales/Hopper/Tank less than 2,000lbs	3	$ 20.00	$ 2.20	$ 22.20	$ 66.60
	Platform Scales/Hopper/Tank 2,000-10,000 lbs	2	$ 150.00	$ 16.00	$ 166.00	$ 332.00
	Platform Scales/Hooper/Tank 10,000+ Lbs	2	$ 250.00	$ 24.00	$ 274.00	$ 548.00
	Livestock/Animal Scales less than 2,000 lbs	0	$ 20.00	$ 2.20	$ 22.20	$ -
BP 12240 (k)	Livestock/Animal Scales 2,000-10,000 lbs	8	$ 100.00	$ 16.00	$ 116.00	$ 928.00
	Livestock/Animal Scales 10,001+ lbs	19	$ 150.00	$ 24.00	$ 174.00	$ 3,306.00
	Vehicle Scale	1				
BP 12240(t)	Misc Weighing Devices	0	$ 20.00	$ 2.20	$ 22.20	$ -
	Cordage Meters	4	$ 20.00	$ 2.20	$ 22.20	$ 88.80
	Retail Water Meters	1	$ 20.00	$ 2.20	$ 22.20	$ 22.20
	Retail Fuel Meters	275	$ 20.00	$ 2.20	$ 22.20	$ 6,105.00
	Electric Vechicle Charging Meters		$ 20.00	$ 2.20	$ 22.20	
BP 12240(l)(1)	LPG Meters	15	$ 185.00	$ 16.00	$ 201.00	$ 3,015.00
BP 12240(m)	Wholesale Meters-Fuel	10	$ 75.00	$ 16.00	$ 91.00	$ 910.00
	Water Submeters	0	$ 2.00	$ 0.50	$ 2.50	
	Electric Submeters	111	$ 3.00	$ 0.50	$ 3.50	$ 388.50
	Vapor Submeters	0	$ 4.00	$ 0.50	$ 4.50	

Estimated total revenue	$ 21,464.90
State Fees Due to CDFA DMS	$ 1,816.90
Adminstration of program	$ 4,912.00
Estimated Revenue	**$ 14,736.00**

Weights and Measures Registraton and Device Fee

** Fees are not access to Federal, State or County Equipment

***Location fees are not charged for scales brought into the Ag and W&M Office

NEW FEES PER AB1304 effective 01 2024

		# of Devices or Locations	County Rate	CDFA DMS Fee	Total Fee Charged per Device	Total
	All Location for devices tested at the place of business	50	$ 100.00		$ 100.00	$ 5,000.00
	Devices brought to the office	10	$ -			
	County/State/School District Devices					
BP 12240(n)	Computing/Counter/Hanging	34	$ 25.00	$ 2.20	$ 27.20	$ 924.80
	Platform Scales/Hopper/Tank less than 2,000lbs	3	$ 20.00	$ 2.20	$ 22.20	$ 66.60
	Platform Scales/Hopper/Tank 2,000-10,000 lbs	2	$ 150.00	$ 16.00	$ 166.00	$ 332.00
	Platform Scales/Hooper/Tank 10,000+ Lbs	2	$ 250.00	$ 24.00	$ 274.00	$ 548.00
	Livestock/Animal Scales less than 2,000 lbs	0	$ 20.00	$ 2.20	$ 22.20	$ -
BP 12240 (k)	Livestock/Animal Scales 2,000-10,000 lbs	8	$ 100.00	$ 16.00	$ 116.00	$ 928.00
	Livestock/Animal Scales 10,001+ lbs	19	$ 150.00	$ 24.00	$ 174.00	$ 3,306.00
	Vehicle Scale	1				
BP 12240(t)	Misc Weighing or Measuring Devices (ESVE)	0	$ 26.00	$ 2.20	$ 28.20	$ -
	Cordage Meters	4	$ 20.00	$ 2.20	$ 22.20	$ 88.80
	Retail Water Meters	1	$ 20.00	$ 2.20	$ 22.20	$ 22.20
	Retail Fuel Meters	275	$ 20.00	$ 2.20	$ 22.20	$ 6,105.00
	Electric Vechicle Charging Meters		$ 20.00	$ 2.20	$ 22.20	
BP 12240(l)(1)	LPG Meters	15	$ 185.00	$ 16.00	$ 201.00	$ 3,015.00
BP 12240(m)	Wholesale Meters-Fuel	10	$ 75.00	$ 16.00	$ 91.00	$ 910.00
	Water Submeters	0	$ 6.00	$ 0.50	$ 6.50	
	Electric Submeters	111	$ 3.00	$ 0.50	$ 3.50	$ 388.50
	Vapor Submeters	0	$ 10.00	$ 0.50	$ 10.50	

Estimated total revenue	$ 21,634.90
State Fees Due to CDFA DMS	$ 1,816.90
Adminstration of program	$ 4,954.50
Estimated Revenue	$ 14,863.50

BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 5. WEIGHTS AND MEASURES [12001 - 13800] *(Division 5 added by Stats. 1939, Ch. 43.)*

CHAPTER 2. Administration [12100 - 12246] *(Chapter 2 added by Stats. 1939, Ch. 43.)*

ARTICLE 2.1. Fees and Charges [12240 - 12246] *(Article 2.1 added by Stats. 1982, Ch. 1380, Sec. 4.)*

12240. (a) Except as otherwise provided in this section, the county board of supervisors, by ordinance, may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the county sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211.

(b) Except as otherwise provided in this section, the annual registration fee shall not exceed the amount set forth in subdivisions (f) to (r), inclusive.

(c) The county may collect the fees biennially, in which case they shall not exceed twice the amount of an annual registration fee. The ordinance shall be adopted pursuant to Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code.

(d) Retail gasoline pump meters, for which the above fees are assessed, shall be inspected as frequently as required by regulation, but not less than once every two years.

(e) Livestock scales, animal scales, and scales used primarily for weighing feed and seed, for which the above fees are assessed, shall be inspected as frequently as required by regulation.

(f) For purposes of this section, the annual registration fee for a business that uses a commercial weighing or measuring device or devices shall consist of a business location fee, a department administrative fee, as specified in Section 12241, and a device fee, as specified in subdivisions (g) to (r), inclusive. The business location fee and device fee shall not exceed one hundred dollars ($100) per business location, plus 100 percent of the maximum applicable device fee listed in subdivisions (g) to (r), inclusive.

(g) (1) For marinas, mobilehome parks, recreational vehicle parks, and apartment complexes, where the owner of the marina, park, or complex owns and is responsible for the utility meters, the device fee shall not exceed the following:

(A) For water submeters, two dollars ($2) per device per space or apartment.

(B) For electric submeters, three dollars ($3) per device per space or apartment.

(C) For vapor submeters, four dollars ($4) per device per space or apartment.

(2) Marinas, mobilehome parks, recreational vehicle parks, and apartment complexes for which the above fees are assessed shall be inspected and tested as frequently as required by regulation.

(h) For weighing devices, other than livestock, with capacities of 10,000 pounds or greater, the device fee shall not exceed two hundred fifty dollars ($250) per device; for weighing devices, other than livestock scales, with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred fifty dollars ($150) per device.

(i) This section does not apply to farm milk tanks.

(j) A scale or device used in a certified farmers' market, as defined by Section 113742 of the Health and Safety Code, is not required to be registered in the county where the market is conducted, if the scale or device has an unexpired seal for the current year, issued by a licensed California county sealer.

(k) For livestock scales with capacities of 10,000 pounds or greater, the device fee shall not exceed one hundred fifty dollars ($150) per device; for livestock scales with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred dollars ($100) per device.

(l) (1) For liquefied petroleum gas (LPG) meters, truck mounted or stationary, the device fee shall not exceed one hundred eighty-five dollars ($185) per device.

(2) For compressed natural gas (CNG) and liquified natural gas (LNG) meters, truck mounted or stationary, the device fee shall not exceed seventy-five dollars ($75) per device in 2019, one hundred twenty-five dollars ($125) per device in 2020, and one hundred eighty-five dollars ($185) per device beginning in 2021.

(m) For wholesale and vehicle meters, the device fee shall not exceed seventy-five dollars ($75) per device.

(n) For computing scales, the device fee shall not exceed twenty-three dollars ($23) per device. For purposes of this subdivision, a computing scale shall be a weighing device with a capacity of less than 100 pounds that indicates the money value of any commodity weighed, at predetermined unit prices, throughout all or part of the weighing range of the scale. For purposes of this subdivision, the portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand dollars ($1,000) for each business location.

(o) For jewelry and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, the device fee shall not exceed eighty dollars ($80) per device. For purposes of this subdivision, a jewelry or prescription scale or a scale marked as, or meeting the design and performance requirements of, a Class II weighing device shall be a scale that meets the specifications, tolerances, and sensitivity requirements established or adopted by the secretary applicable to those devices in accordance with Section 12107.

(p) For weighing devices, other than computing, jewelry, and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, as defined in subdivisions (n) and (o), with capacities of at least 100 pounds but less than 2,000 pounds, the device fee shall not exceed fifty dollars ($50) per device.

(q) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions or in computing other charges for service, including, but not limited to, ambulance, towing, or limousine services, the device fee shall not exceed sixty dollars ($60) per device.

(r) This section does not apply to odometers in rental passenger vehicles, as defined in Section 465 of the Vehicle Code, that are subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code. If a person files a complaint with the county sealer regarding the accuracy of a rental passenger vehicle odometer, the county sealer may charge a fee to the operator of the vehicle rental business sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.

(s) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions involving nonpassenger vehicles that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, the portion of the annual registration fee consisting of the business location fee and the device fee authorized pursuant to subdivision (q) shall not exceed the sum of three hundred forty dollars ($340) for each business location.

(t) For all other commercial weighing or measuring devices not listed in subdivisions (g) to (r), inclusive, the device fee shall not exceed twenty dollars ($20) per device. For purposes of this subdivision, the total portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand dollars ($1,000), for each business location.

(u) For purposes of this section, a single business location is defined as:

(1) Each business location that uses one or more categories or types of commercial devices as set forth in subdivisions (g) to (p), inclusive, and in subdivision (t), that require the use of specialized testing equipment and that necessitates not more than one inspection trip by a weights and measures official.

(2) Each vehicle, except for those vehicles that are employed in vehicle rental transactions, in which one or more commercial devices is installed and used.

(3) (A) For vehicles that are employed in vehicle rental transactions and that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, each business location at which vehicles are stored or maintained by a vehicle rental company for the purposes of renting vehicles to customers.

(B) A facility that meets all of the following criteria shall not be considered a business location for the purposes of this paragraph:

(i) The facility is not wholly, or in any part, owned, leased, or operated by the vehicle rental company.

(ii) The facility is not operated or staffed by an employee of the vehicle rental company.

(iii) The facility stores or maintains, on a temporary basis, vehicles at the location for customer convenience.

(C) If a person files a complaint with the county sealer regarding the accuracy of an odometer in a vehicle found or located at a facility described in subparagraph (B), the county sealer may charge a fee to the operator of the vehicle rental company sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.

(Amended by Stats. 2019, Ch. 497, Sec. 16. (AB 991) Effective January 1, 2020. Repealed as of January 1, 2027, pursuant to Section 12246.)

12241. The secretary shall establish by regulation an annual administrative fee to recover reasonable administrative and enforcement costs incurred by the department for exercising supervision over and performing investigations in connection with the activities performed pursuant to Sections 12210 and 12211 and to recover reasonable costs incurred by the department for the safekeeping and certification of the state standards pursuant to Section 12304 and for certification services provided pursuant to Sections 12305 and 12310. This administrative fee shall be collected for every device registered with each county office of weights and measures, and paid to the Department of Food and Agriculture Fund.

(Amended by Stats. 2017, Ch. 429, Sec. 73. (SB 547) Effective January 1, 2018. Repealed as of January 1, 2027, pursuant to Section 12246.)

12242. The revenue from any fee charged pursuant to Section 12240 shall be deposited in the general fund of the county and used solely for the activities required by Sections 12210 and 12211.

(Amended by Stats. 1993, Ch. 1050, Sec. 2. Effective January 1, 1994. Repealed as of January 1, 2027, pursuant to Section 12246.)

12243. In addition to providing notice as otherwise required, before adopting an ordinance charging fees pursuant to Section 12240, the board of supervisors shall hold at least one public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the information required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the board of supervisors. Any written request for the mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for the mailed notices shall be filed on or before April 1 of each year. The board of supervisors may establish a reasonable annual charge for sending the notices based on the estimated cost of providing that service. At least 10 days prior to the meeting, the board of supervisors shall make available to the public information indicating the amount of cost, or estimated cost, required to provide the service for which the fee is charged and the revenue sources anticipated to provide the service, including general fund revenues. If the fees create revenues in excess of actual cost, those revenues shall be used to reduce the fee creating the excess.

(Amended by Stats. 1983, Ch. 1245, Sec. 6. Repealed as of January 1, 2027, pursuant to Section 12246.)

12244. Any costs incurred by the board of supervisors in conducting the required meeting may be recovered from fees charged for the services which were the subject of the meeting.

(Added by Stats. 1982, Ch. 1380, Sec. 4. Repealed as of January 1, 2027, pursuant to Section 12246.)

12246. This article shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

(Amended by Stats. 2021, Ch. 525, Sec. 1. (AB 694) Effective January 1, 2022. Repealed as of January 1, 2027, by its own provisions. Note: Repeal affects Article 2.1, commencing with Section 12240.)

AB-1304 Weights and measures: inspection fees. (2023-2024)

As Amends the Law Today

SECTION 1. Section 12240 of the Business and Professions Code is amended to read:

12240. (a) Except as otherwise provided in this section, the county board of supervisors, by ordinance, may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the county sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211.

(b) Except as otherwise provided in this section, the annual registration fee shall not exceed the amount set forth in subdivisions (f) to (r), inclusive.

(c) The county may collect the fees biennially, in which case they shall not exceed twice the amount of an annual registration fee. The ordinance shall be adopted pursuant to Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code.

(d) Retail gasoline pump meters, for which the above fees are assessed, shall be inspected as frequently as required by regulation, but not less than once every two years.

(e) Livestock scales, animal scales, and scales used primarily for weighing feed and seed, for which the above fees are assessed, shall be inspected as frequently as required by regulation.

(f) For purposes of this section, the annual registration fee for a business that uses a commercial weighing or measuring device or devices shall consist of a business location fee, a department administrative fee, as specified in Section 12241, and a device fee, as specified in subdivisions (g) to (r), inclusive. The business location fee and device fee shall not exceed one hundred *twenty* dollars ~~($100)~~ *($120)* per business location, plus 100 percent of the maximum applicable device fee listed in subdivisions (g) to (r), inclusive.

(g) (1) For marinas, mobilehome parks, recreational vehicle parks, and apartment complexes, where the owner of the marina, park, or complex owns and is responsible for the utility meters, the device fee shall not exceed the following:

(A) For water submeters, ~~two~~ *six* dollars ~~($2)~~ *($6)* per device per space or apartment.

(B) For electric submeters, three dollars ($3) per device per space or apartment.

(C) For vapor submeters, ~~four~~ *ten* dollars ~~($4)~~ *($10)* per device per space or apartment.

(2) Marinas, mobilehome parks, recreational vehicle parks, and apartment complexes for which the above fees are assessed shall be inspected and tested as frequently as required by regulation.

(h) For weighing devices, other than livestock, with capacities of 10,000 pounds or greater, the device fee shall not exceed two hundred fifty dollars ($250) per device; for weighing devices, other than livestock scales, with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred fifty dollars ($150) per device.

(i) This section does not apply to farm milk tanks.

(j) A scale or device used in a certified farmers' market, as defined by Section 113742 of the Health and Safety Code, is not required to be registered in the county where the market is conducted, if the scale or device has an unexpired seal for the current year, issued by a licensed California county sealer.

(k) For livestock scales with capacities of 10,000 pounds or greater, the device fee shall not exceed one hundred fifty dollars ($150) per device; for livestock scales with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred dollars ($100) per device.

~~(l)~~ *(l)* (1) For liquefied petroleum gas (LPG) meters, truck mounted or stationary, the device fee shall not exceed one hundred eighty-five dollars ($185) per device.

(2) For compressed natural gas (CNG) and liquified natural gas (LNG) meters, truck mounted or stationary, the device fee shall not exceed seventy-five dollars ($75) per device in 2019, one hundred twenty-five dollars ($125) per device in 2020, and one hundred eighty-five dollars ($185) per device beginning in 2021.

(m) For wholesale and vehicle meters, the device fee shall not exceed seventy-five dollars ($75) per device.

(n) For computing ~~scales,~~ *scales and electronic counter scales interfaced with a cash register or any point-of-sale system,* the device fee shall not exceed ~~twenty-three~~ *twenty-five* dollars ~~($23)~~ *($25)* per device. For purposes of this subdivision, a computing scale *or interfaced electronic counter scale* shall be a weighing device with a capacity of less than 100 pounds that ~~indicates~~ *indicates, through its indicator or a point-of-sale system indicator,* the money value of any commodity weighed, at predetermined unit prices, throughout all or part of the weighing range of the scale. For purposes of this subdivision, the portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand *two hundred* dollars ~~($1,000)~~ *($1,200)* for each business location.

(o) For jewelry and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, the device fee shall not exceed eighty dollars ($80) per device. For purposes of this subdivision, a jewelry or prescription scale or a scale marked as, or meeting the design and performance requirements of, a Class II weighing device shall be a scale that meets the specifications, tolerances, and sensitivity requirements established or adopted by the secretary applicable to those devices in accordance with Section 12107.

(p) For weighing devices, other than computing, *interfaced electronic counter,* jewelry, and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, as defined in subdivisions (n) and (o), with capacities of at least 100 pounds but less than 2,000 pounds, the device fee shall not exceed fifty dollars ($50) per device.

(q) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions or in computing other charges for service, including, but not limited to, ambulance, towing, or limousine services, the device fee shall not exceed sixty dollars ($60) per device.

(r) This section does not apply to odometers in rental passenger vehicles, as defined in Section 465 of the Vehicle Code, that are subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code. If a person files a complaint with the county sealer regarding the accuracy of a rental passenger vehicle odometer, the county sealer may charge a fee to the operator of the vehicle rental business sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.

(s) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions involving nonpassenger vehicles that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, the portion of the annual registration fee consisting of the business location fee and the device fee authorized pursuant to subdivision (q) shall not exceed the sum of three hundred forty dollars ($340) for each business location.

(t) For all other commercial weighing or measuring devices not listed in subdivisions (g) to (r), inclusive, the device fee shall not exceed ~~twenty~~ *twenty-six* dollars ~~($20)~~ *($26)* per device. For purposes of this subdivision, the total portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand *two hundred* dollars ~~($1,000),~~ *($1,200),* for each business location.

(u) For purposes of this section, a single business location is defined as:

(1) Each business location that uses one or more categories or types of commercial devices as set forth in subdivisions (g) to (p), inclusive, and in subdivision (t), that require the use of specialized testing equipment and that necessitates not more than one inspection trip by a weights and measures official.

(2) Each vehicle, except for those vehicles that are employed in vehicle rental transactions, in which one or more commercial devices is installed and used.

(3) (A) For vehicles that are employed in vehicle rental transactions and that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, each business location at which vehicles are stored or maintained by a vehicle rental company for the purposes of renting vehicles to customers.

(B) A facility that meets all of the following criteria shall not be considered a business location for the purposes of this paragraph:

(i) The facility is not wholly, or in any part, owned, leased, or operated by the vehicle rental company.

(ii) The facility is not operated or staffed by an employee of the vehicle rental company.

(iii) The facility stores or maintains, on a temporary basis, vehicles at the location for customer convenience.

(C) If a person files a complaint with the county sealer regarding the accuracy of an odometer in a vehicle found or located at a facility described in subparagraph (B), the county sealer may charge a fee to the operator of the vehicle rental company sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.

SEC. 2. Section 12246 of the Business and Professions Code is amended to read:

12246. This article shall remain in effect only until January 1, ~~2027,~~ *2029,* and as of that date is ~~repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.~~ *repealed.*

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
DIVISION OF MEASUREMENT STANDARDS

COUNTY ANNUAL REPORT

COUNTY NAME
Mariposa
FISCAL YEAR
22/23

FINANCIAL REPORT					
	% A	TOTAL HOURS B	EXPENDITURES C	REVENUE D	REIMBURSEMENT E
1. METROLOGY	**0**		$	$	$
2. SERVICE AGENCY	**10.3**	47.5	$ 5639.14	$ 0	$ 149.44
3. DEVICES	**72.1**	334	$ 39655.25	$ 0	$ 0
4. QUANTITY CONTROL	**4.3**	20	$ 2374.07	$ 0	$ 0
5. WEIGHMASTER	**0.3**	1.5	$ 178.1	$ 0	$ 0
6. PETROLEUM	**12.7**	59	$ 7004.57	$ 0	$ 1125
7. **TOTAL**	**100**	**463**	$ **54851**	$ **0**	$ **1274**

COLUMN D: Revenue includes monies collected for inspection ordinances (e.g., device registration, price verification, or package inspection), RSA funds distributed per Business and Professions Code Section 12537, cy pres funds given directly to the county as part of a legal settlement, and for conducting inspections related to cooperative agreements (i.e., Weighmaster and Petroleum Agreements).

COLUMN E: Reimbursements may include being paid for standby time, inspection of noncommercial devices, time spent assisting with type approvals, reimbursements for investigative time awarded by a court decision (Business and Professions Code Sections 12210, 12210.5 and 12500, etc.), cost recovery of up to 12 % for collecting Device Administrative Fees, or payments for an administrative civil penalty/Notice of Proposed Action, i.e., NOPA funds.

ALL TOTALS SHOULD BE ROUNDED TO THE NEAREST WHOLE FIGURE.

BUDGET REPORT	
8. AUTHORIZED BUDGET POSITIONS	0.25
9. TOTAL WEIGHTS AND MEASURES BUDGET	$ 54000

DIRECTOR
Monica L. Nielsen

WEIGHING AND MEASURING DEVICES			
MEASURING DEVICES	NO. OF DEVICES IN COUNTY	**WEIGHING DEVICES**	NO. OF DEVICES IN COUNTY

1. CNG METERS	0	21. CLASS II	0
2. ELECTRIC SUBMETERS	111	22. COMPUTING	43
3. EVSE	6	23. COUNTER	6
4. FABRIC, CORDAGE, WIRE	3	24. CRANE	0
5. GREASE & LUBE METERS	0	25. DORMANT/PORT. PLATFORM	3
6. HYDROGEN METERS	0	26. HOPPER AND TANK	3
7. LNG METERS	0	27. HANGING	6
8. LPG METERS	14	28. LIVESTOCK AND ANIMAL	27
9. MILK TANKS (LIQUID)	0	29. MONORAIL & MEAT	0
10. ODOMETERS	0	30. PRESCRIPTION/JEWELERS	0
11. RETAIL MOTOR FUEL	275	31. RAILWAY	0
12. RETAIL METERS	0	32. VEHICLE	1
13. RETAIL WATER METERS	1	33. MISC. WEIGHING DEVICES	11
14. TANKS (LIQUID TEST)	0		
15. TAXIMETERS	0		
16. VAPOR SUBMETERS	0		
17. VEHICLE METERS	0		
18. WATER SUBMETERS	0		
19. WHOLESALE METERS	10		
20. MISC. MEASURING DEVICES	8		
TOTAL	**428**	**TOTAL**	**100**

Enter the total device population for each category as of July 1st.

PRICE VERIFICATION REGISTRATION				PETROLEUM	
NO. OF REGISTERED LOCATIONS IN COUNTY	0	NO. OF REGISTERED CHECKOUT DEVICES IN COUNTY	0	NO. OF FUELING STATIONS IN COUNTY	15

Finalized

View Menu

Weights and Measures

Device Fees

Measuring and Weighting Devices

B&P Code 12210
Business and Professions

- (a) Each sealer shall, within his or her county inspect, try and test all weights, scales, beams, measures of any kind, instruments or mechanical devices for weighing or measurements, and tools, appliances and accessories connected with any or all such instruments or measures, sold, or used by any proprietor, agent, lessee or employee for commercial purposes, as defined in subdivision (e) of Section 12500.

- (b) Each sealer shall, when so directed by the board of supervisors of his or her county, and only upon the written request of any person, firm or corporation, calibrate, test, weigh, and measure, and certify to the accuracy of, noncommercial weights and measures and weighing and measuring devices, and instruments, tools, and accessories connected therewith. The board of supervisors may authorize the sealer to establish from time to time a schedule of fees to cover the cost of such service and to charge and collect the fees.

B&P Code 12240

- (a) Except as otherwise provided in this section, the county board of supervisors, by ordinance, may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the county sealer pursuant to Section. 12210, and to recover the cost of carrying out Section 12211

- (b) Except as otherwise provided in this section, the annual registration fee shall not exceed the amount set forth in subdivisions (f) to (r), inclusive.

- (f) For purposes of this section, the annual registration fee for a business that uses a commercial weighing or measuring device or devices shall consist of a business location fee, a department administrative fee, as specified in Section 12241, and a device fee, as specified in subdivisions (g) to (r), inclusive. The business location fee and device fee shall not exceed one hundred dollars ($100) per business location, plus 100 percent of the maximum applicable device fee listed in subdivisions (g) to (r), inclusive.

B&P Code 12240

- (g)(1)- For marinas, mobile home parks, recreational vehicle parks, and apartment complexes, where the owner of the marina, park, or complex owns and is responsible for the utility meters,
  - (A) Water Submeters - $2 per device
  - (B) Electric Submeters- $3 per device
  - (C) Vapor Submeters- $4 per device
- (h)Platform Scales-
  - Over 10,000 lbs $250
  - 2,000 lbs to 10,000 lbs $150
- (k) Livestock Scales
  - Over 10,000 lbs $150
  - 2,000 lbs to 10,000 lbs $100
- (l)(1) LPG-Propane all meters $185
- (m)Wholesale or Vehicle Meters $75
- (n)Computing scales <100lbs $23
- (p)Weighing devices other than computing, jewelry, or prescription scales 100lbs to 2,000 lbs $50
- (t)all other commercial weighing devices not listed in this subdivision (retail fuel meters, retail water meters, cordage meters, electric vehicle charging stations) $20 max total fee for the location $1,000

- Federal, state, county or city owned can not be charged fees.

B&P Code 12240 changes effective 01/01/2024

- 2023 Location Fee $100 per location
- 2024 Location Fee $120 per location

- 2023 (A) Water Submeters - $2 per device
- 2024 (A) Water Submeters - $6 per device

- 2023 (t)all other commercial weighing devices not listed in this subdivision (retail fuel meters, retail water meters, cordage meters, electric vehicle charging stations)
  $20 max total fee for the location $1,000
- 2024 (t)all other commercial weighing devices not listed in this subdivision (retail fuel meters, retail water meters, cordage meters, electric vehicle charging stations)
  $26 max total fee for the location $1,200

Mariposa Costs
FY 2022/2023

- Total Weighting & Measuring Devices
  - Labor- $21,409
  - Equipment contract with Merced County- $10,613

  - Total direct expenditures -$32,022

Estimated Revenue (2023 rates)

- Location Fees $5,000
- Counter/Computing/Hanging scales $ 755
- Platform/Hopper Scales $ 946
- Livestock Scales $4,234
- Cordage Meters $ 88
- All Fuel Meters $7,015
- LPG Meters $3,015
- Electric Sub Meters $ 38

    - Estimated Revenue $21,464
    - State DMS Fees $ 1816
    - Estimated Administration of Program $ 4912

- **Total Estimated Revenue- Inspector Labor** **$14,736**

K 2

Weights and Measures Registraton and Device Fee

** Fees are not access to Federal, State or County Equipment

***Location fees are not charged for scales brought into the Ag and W&M Office

NEW FEES PER AB1304 effective 01 2024

		# of Devices or Locations	County Rate	CDFA DMS Fee	Total Fee Charged per Device	Total
	All Location for devices tested at the place of business	50	$ 120.00		$ 120.00	$ 6,000.00
	Devices brought to the office	10	$ -			
	County/State/School District Devices					
BP 12240(n)	Computing/Counter/Hanging	34	$ 25.00	$ 2.20	$ 27.20	$ 924.80
	Platform Scales/Hopper/Tank less than 2,000lbs	3	$ 20.00	$ 2.20	$ 22.20	$ 66.60
	Platform Scales/Hopper/Tank 2,000-10,000 lbs	2	$ 150.00	$ 16.00	$ 166.00	$ 332.00
	Platform Scales/Hooper/Tank 10,000+ Lbs	2	$ 250.00	$ 24.00	$ 274.00	$ 548.00
	Livestock/Animal Scales less than 2,000 lbs	0	$ 20.00	$ 2.20	$ 22.20	$ -
BP 12240 (k)	Livestock/Animal Scales 2,000-10,000 lbs	8	$ 100.00	$ 16.00	$ 116.00	$ 928.00
	Livestock/Animal Scales 10,001+ lbs	19	$ 150.00	$ 24.00	$ 174.00	$ 3,306.00
	Vehicle Scale	1				
BP 12240(t)	Misc Weighing or Measuring Devices (ESVE)	0	$ 26.00	$ 2.20	$ 28.20	$ -
	Cordage Meters	4	$ 20.00	$ 2.20	$ 22.20	$ 88.80
	Retail Water Meters	1	$ 20.00	$ 2.20	$ 22.20	$ 22.20
	Retail Fuel Meters	275	$ 20.00	$ 2.20	$ 22.20	$ 6,105.00
	Electric Vechicle Charging Meters		$ 20.00	$ 2.20	$ 22.20	
BP 12240(l)(1)	LPG Meters	15	$ 185.00	$ 16.00	$ 201.00	$ 3,015.00
BP 12240(m)	Wholesale Meters-Fuel	10	$ 75.00	$ 16.00	$ 91.00	$ 910.00
	Water Submeters	0	$ 6.00	$ 0.50	$ 6.50	
	Electric Submeters	111	$ 3.00	$ 0.50	$ 3.50	$ 388.50
	Vapor Submeters	0	$ 10.00	$ 0.50	$ 10.50	

Estimated total revenue	$ 22,634.90
State Fees Due to CDFA DMS	$ 1,816.90
Adminstration of program	$ 4,954.50
Estimated Revenue	$ 15,863.50

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING:	November 21, 2023
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Development Services Permitting Software Project Update

RECOMMENDATION AND JUSTIFICATION

Receive a progress update presentation regarding the Development Services Permiting Software project. Presentation by County staff project core team members.

BACKGROUND AND HISTORY OF BOARD ACTIONS

June 22, 2022- Resolution No. 22-396 - Board Approved Agreement with Tyler Technologies for Land Management Development Permitting Software.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

No financial impact from this item as it is informatiion item only.

ATTACHMENTS

1. **PRESENTATION -TYLER PROJECT UPDATE**

COUNTY PERMITTING SOFTWARE PROJECT UPDATE
(TYLER TECHNOLOGIES PROJECT)

Board of Supervisors Meeting November 21, 2023

Planning Department

Corrina Miranda, Senior Planner
Rachelle Ziegenfuss Planner I
Sarah Hughes, Planner II

November 21, 2023

BACKGROUND

- 2021 March - Request for Proposal for Land Management Software
- 2021 April - RFP Review Team for Land Management Software
- 2021 May/June - RFP review team -three companies submitted
  - Tyler Technologies, Accella,
- 2022 Tyler Technologies was selected by the RFP Review Team.
- 2022 June BOS Resolution 2022-396 approved the contract with Tyler Technologies.
- 2022 July - First Phases of Implementation and Design Initiated
- 2022 August to Present – Plan, Assess and Define, User Permit flows Input, Cashiering, GIS Map Service, Data Conversion Initiated…

PERMITTING/COMPLIANCE/ ENVIRONMENTAL HEALTH

Internal Team comprised of stakeholders from various departments have been reviewing workflows and processes.

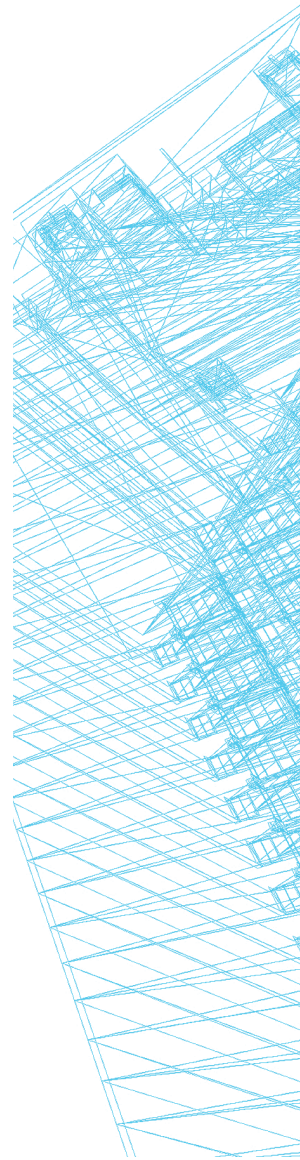
This team has been creating workflows and coordinating with Tyler throughout the implementation stage of the project currently well underway

Includes the conversion of data currently housed in our AS400 system.

Overall project involves:

PWD, Fire, HHSA/EHU, Planning, Building, Assessors, Tax Collector, Administration and others that will ultimately be users on the system.

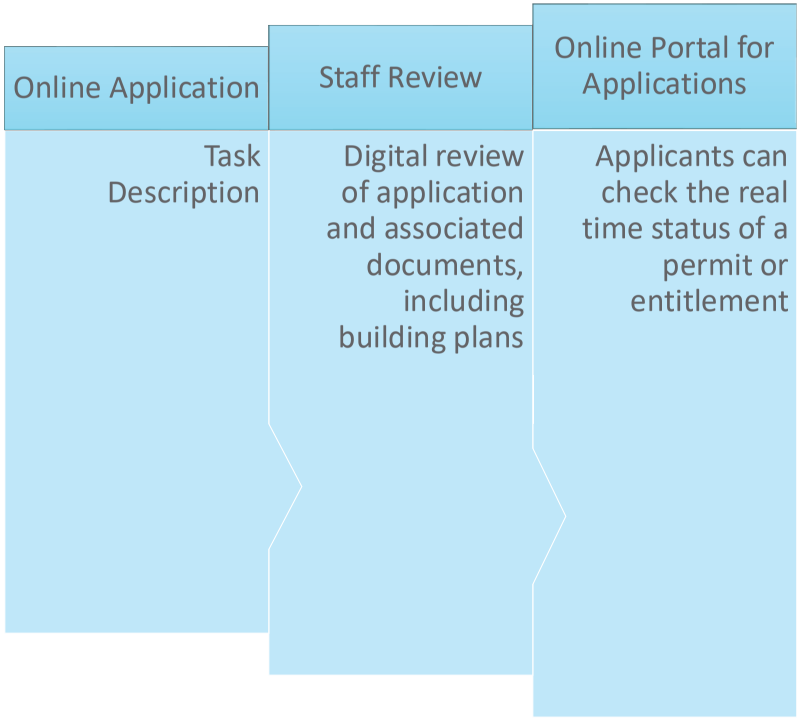
ID	% Comp	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**64%**		**Mariposa Shared Services Implementation Schedule**	**452 days**	**Tue 8/2/22**	**Wed 4/24/24**		
2	**10...**		**Stage 1: Initiate & Plan**	**100 days**	**Tue 8/2/22**	**Mon 12/19/22**		
20	**10...**		**Stage 2: Assess & Define Stage**	**146 days**	**Thu 11/17/22**	**Fri 6/9/23**		
57	**50%**		**Stage 3: Prepare Solution**	**243 days**	**Mon 5/1/23**	**Wed 4/3/24**		
58	**10...**		**Configuration (BMT's, Unique, CSS, eReviews, Geo Rules, Automations, DE)**	**92 days**	**Mon 5/1/23**	**Tue 9/5/23**		
59	10...		Configuration - Tyler Owned / Client Owned	2 wks	Mon 5/1/23	Fri 5/12/23	56	Tyler,Client
60	10...		Config Review	3 days	Mon 5/15/23	Wed 5/17/23	59	Tyler,Client
61	10...		Configuration - Tyler Owned / Client Owned	1 wk	Thu 5/18/23	Wed 5/24/23	60	Tyler,Client
62	10...		Config Review	1 day	Thu 5/25/23	Thu 5/25/23	61	Tyler,Client
63	10...		Configuration - Tyler Owned / Client Owned	1 wk	Fri 5/26/23	Thu 6/1/23	62	Tyler,Client
64	10...		Config Review	1 day	Fri 6/2/23	Fri 6/2/23	63	Tyler,Client
65	10...		Configuration - Tyler Owned / Client Owned	1 wk	Mon 6/5/23	Fri 6/9/23	64	Tyler,Client
66	10...		Config Review	1 day	Mon 6/12/23	Mon 6/12/23	65	Tyler,Client
67	10...		Configuration - Client Owned / Tyler Support	12 wks	Tue 6/13/23	Mon 9/4/23	66	Tyler,Client
68	10...		Prepare Solution Deliverable Month 6 - $17,328	0 days	Tue 6/20/23	Tue 6/20/23	67	
69	10...		Config Review	1 day	Tue 9/5/23	Tue 9/5/23	67	Client
70	10...		Configuration Sign Off (Needed to Proceed to Conversion Pass 1)	3 days	Mon 6/26/23	Wed 6/28/23	75	
71	**59%**		**Add-On Configurations **These will be worked during configuration time as well**	**111 days**	**Mon 5/15/23**	**Tue 10/17/23**		
72	10...		iG	2 wks	Mon 5/15/23	Fri 5/26/23	59	Tyler
73	75%		CSS	2 wks	Mon 5/29/23	Fri 6/9/23	59,72	
74	50%		eReviews	12 wks	Mon 6/12/23	Fri 9/1/23	59,73	Tyler
75	10...		Prepare Solution Deliverable Month 7 - $17,328	0 days	Mon 6/26/23	Mon 6/26/23	74	
76	10...		Prepare Solution Deliverable Month 8 - $17,328	0 days	Tue 10/17/23	Tue 10/17/23	84	Client
77	**0%**		**Data Conversion**	**111 days**	**Mon 10/30/23**	**Mon 4/1/24**		
78	**0%**		**Data Conversion - Pass 1**	**73 days**	**Mon 10/30/23**	**Wed 2/7/24**		
79	10...		Provide Access to get backup of AS400 data	0 days	Mon 10/30/23	Mon 10/30/23		
80	0%		Populate DCT	12 wks	Mon 10/30/23	Fri 1/19/24	79	Tyler
81	0%		Provide EG Database backup to Conversion team (post to Kiteworks)	1 day	Mon 1/22/24	Mon 1/22/24	80	Tyler
82	0%		Provide Mapping Doc / Resolve Issues / Provide updated DCT (if needed)	5 days	Tue 1/23/24	Mon 1/29/24	81	Tyler,Client
83	0%		Run Conversion and Restore to EG	2 days	Tue 1/30/24	Wed 1/31/24	82	Tyler
84	0%		Update DCT and Conversion Script to Resolve Issues	5 days	Thu 2/1/24	Wed 2/7/24	83	Tyer
85	**0%**		**Data Conversion - Pass 2**	**19 days**	**Thu 2/15/24**	**Tue 3/12/24**		
86	0%		Update DCT	1 day	Thu 2/15/24	Thu 2/15/24	84FS+5 days	Tyler
87	0%		Provide EG Database backup to Conversion team (post to Kiteworks)	1 day	Fri 2/16/24	Fri 2/16/24	86	Tyler
88	0%		Provide Mapping Doc / Resolve Issues / Provide updated DCT (if needed)	5 days	Mon 2/19/24	Fri 2/23/24	87	Tyler,Client
89	0%		Run Conversion and Restore to EG	2 days	Mon 2/26/24	Tue 2/27/24	88	Tyler
90	0%		Update DCT and Conversion Script to Resolve Issues	10 days	Wed 2/28/24	Tue 3/12/24	89	Tyler
91	**0%**		**Data Conversion - Pass 3 (Timed for Go Live)**	**14 days**	**Wed 3/13/24**	**Mon 4/1/24**		
92	0%		Update DCT	1 day	Wed 3/13/24	Wed 3/13/24	90	Tyler
93	0%		Provide EG Database backup to Conversion team (post to Kiteworks)	1 day	Thu 3/14/24	Thu 3/14/24	92	Tyler
94	0%		Provide Mapping Doc / Resolve Issues / Provide updated DCT (if needed)	5 days	Fri 3/15/24	Thu 3/21/24	93	Tyler,Client
95	0%		Run Conversion and Restore to EG	2 days	Fri 3/22/24	Mon 3/25/24	94	Tyler
96	0%		Update DCT and Conversion Script to Resolve Issues	5 days	Tue 3/26/24	Mon 4/1/24	95	Tyler
97	**0%**		**Control Point 3: Stage Acceptance Prepare Solution**	**2 days**	**Tue 4/2/24**	**Wed 4/3/24**		
99	**21%**		**Stage 4: Production Readiness**	**105 days**	**Mon 11/6/23**	**Fri 3/29/24**		



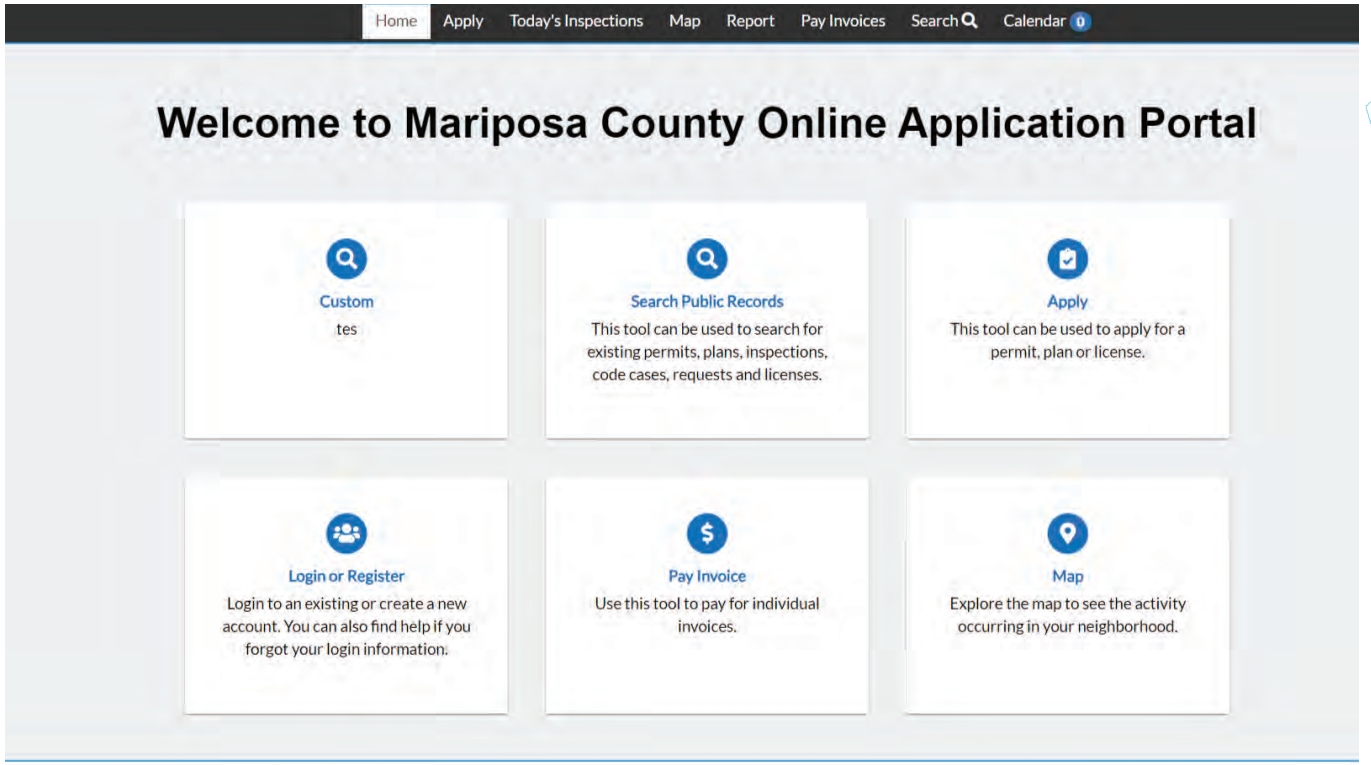
ID	% Comp	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
100	**86%**		**User Acceptance Testing (UAT)**	**29 days**	**Mon 11/6/23**	**Thu 12/14/23**		
101	10...		Deliver UAT Information	1 wk	Mon 11/6/23	Fri 11/10/23		Tyler
102	10...		Identify Testers	2 wks	Mon 11/13/23	Fri 11/24/23	101	Client
103	10...		Provide Agenda for UAT	2 wks	Mon 11/27/23	Fri 12/8/23	102	Tyler
104	0%		Ensure UAT Training Facilities are Ready	0 days	Fri 12/8/23	Fri 12/8/23	103	
105	0%		UAT Training	4 days	Mon 12/11/23	Thu 12/14/23	104	Client,Tyler
106	**0%**		**User Acceptance Testing**	**31 days**	**Mon 12/18/23**	**Mon 1/29/24**		
107	**0%**		**UAT Week 1**	**31 days**	**Mon 12/18/23**	**Mon 1/29/24**		
108	0%		Client Post Issues to Tracker	6 wks	Mon 12/18/23	Fri 1/26/24	105FS+1 day	Client
109	0%		Resolve Issues from UAT	6 wks	Tue 12/19/23	Mon 1/29/24	108SS+1 day	Tyler
110	0%		Production Readiness Deliverable Month 9 - $20,300	0 days	Mon 1/29/24	Mon 1/29/24	109	Client
111	**0%**		**Cutover Planning**	**10 days**	**Fri 1/26/24**	**Fri 2/9/24**		
112	0%		Cutover Planning Sessions	0 days	Fri 1/26/24	Fri 1/26/24	108	Tyler,Client
113	0%		Approve Draft Cutover Plan	1 wk	Mon 1/29/24	Fri 2/2/24	112	Client
114	0%		Go/No Go for Production Cutover	1 wk	Mon 2/5/24	Fri 2/9/24	113	Client,Tyler
115	0%		Production Readiness Deliverable Month 10 - $20,300	0 days	Fri 2/9/24	Fri 2/9/24	114	Client
116	**0%**		**EUT**	**45 days**	**Mon 1/29/24**	**Fri 3/29/24**		
117	0%		Ensure Training Facilities are Identified and Secured	1 wk	Mon 1/29/24	Fri 2/2/24	108	Client
118	0%		Secure Training on all End Users Calendars	1 wk	Mon 2/5/24	Fri 2/9/24	117	Client
119	0%		Perform EUT	2 wks	Mon 3/18/24	Fri 3/29/24		Tyler,Client
120	0%		Production Readiness Deliverable Month 11 - $20,300	0 days	Fri 3/29/24	Fri 3/29/24	119	
121	**0%**		**Control Point 4: Production Readiness**	**0 days**	**Fri 3/29/24**	**Fri 3/29/24**		
122	0%		Production Readiness Sign off	0 days	Fri 3/29/24	Fri 3/29/24	119FS-1 day	
123	**0%**		**Stage 5: Production Activities**	**13 days**	**Mon 4/1/24**	**Wed 4/17/24**		
124	**0%**		**Cutover Activities**	**5 days**	**Mon 4/1/24**	**Fri 4/5/24**		
125	0%		Run final conversion deliver final pass (pre production cutover)	1 day	Mon 4/1/24	Mon 4/1/24	120	Tyler
126	0%		Go Live Activities	4 days	Tue 4/2/24	Fri 4/5/24	125	Client
127	**0%**		**Production Assistance**	**1 day**	**Mon 4/8/24**	**Mon 4/8/24**		
128	0%		Production Activites Deliverable Month 12- $20,350	1 day	Mon 4/8/24	Mon 4/8/24	126	
129	0%		First Day of Production	0 days	Mon 4/8/24	Mon 4/8/24	128	
130	**0%**		**Transition to Tyler Support**	**3 days**	**Thu 4/11/24**	**Mon 4/15/24**	**127**	
134	**0%**		**Control Point 5: Production Stage Acceptance**	**2 days**	**Tue 4/16/24**	**Wed 4/17/24**	**130**	
135	0%		EnerGov - Review and sign Production Stage acceptance form / Work Order	2 days	Tue 4/16/24	Wed 4/17/24		
136	**0%**		**Stage 6: Implementation Close Activities**	**115 days**	**Thu 11/16/23**	**Wed 4/24/24**		
137	0%		Budget Reconciliation Report to Close Project to Client	5 days	Thu 4/18/24	Wed 4/24/24	135	
138	0%		Implementation Close Activites Deliverable Month 13 - $6,572	0 days	Thu 11/16/23	Thu 11/16/23	137	

WORK FLOWS

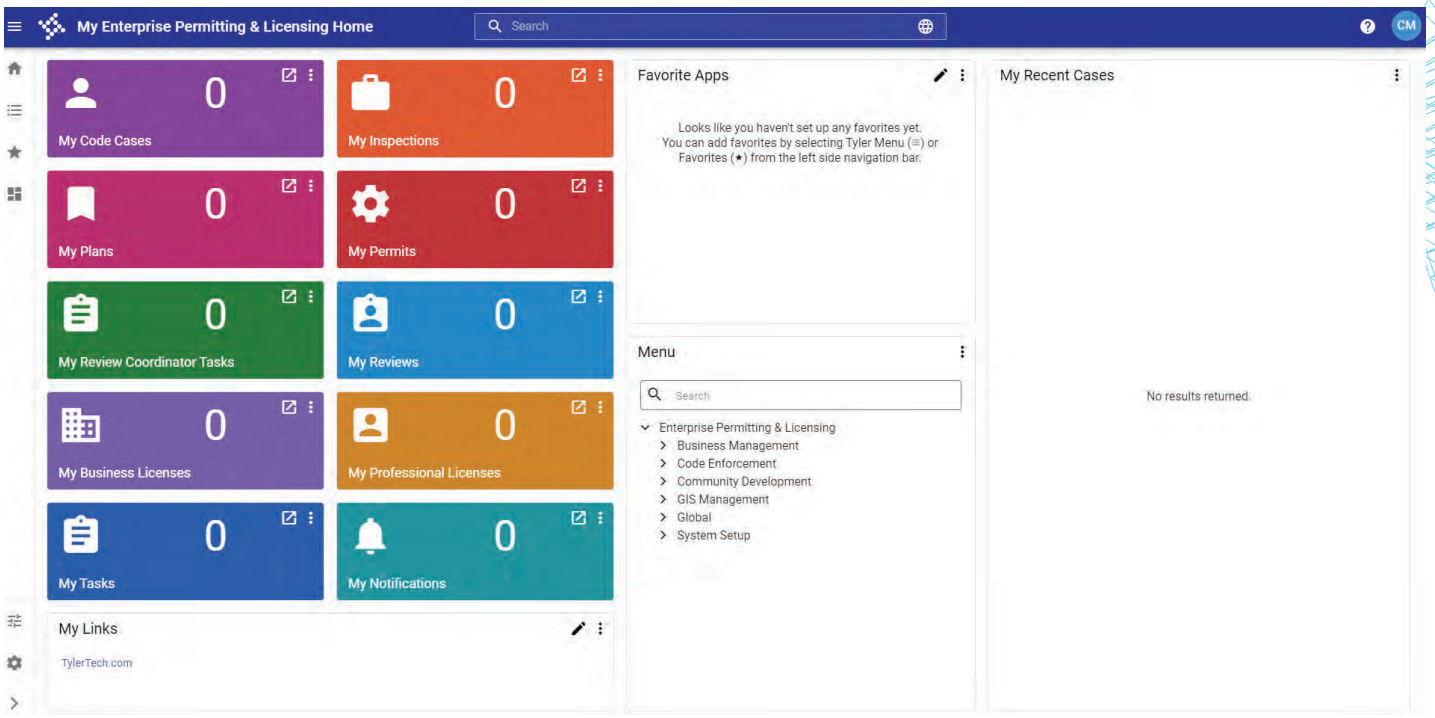
- Building Permits
- Vacation Rentals
- Planning (CUP, AUP, Design Review etc.)
- Digital Plan Review (Bluebeam)
- Status of Compliance Cases
- ROW*
- Encroachments*



ONLINE PERMIT CENTER PUBLIC INTERFACE



ONLINE PERMIT CENTER STAFF INTERFACE



CURRENT TIMELINE

2023 December – Implementation team education (onsite)

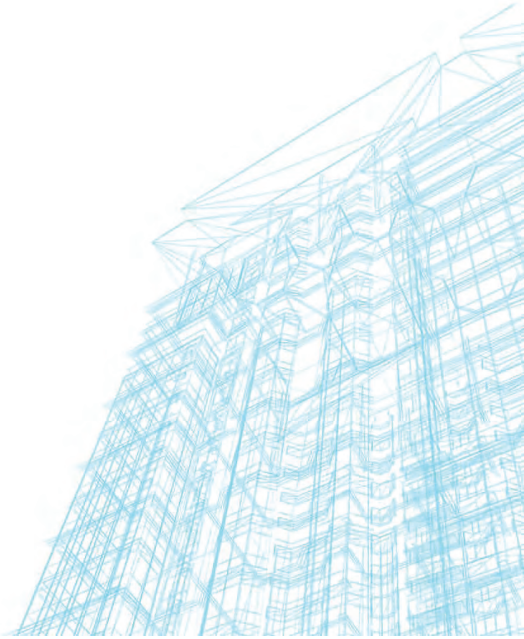
2024 January – First conversion sets of data from AS400

2024 February-March– Beta Testing & Focus Group Engagement (Contractors, Interested Parties, etc.)

2024 March/April – Staff user training on system & go live.

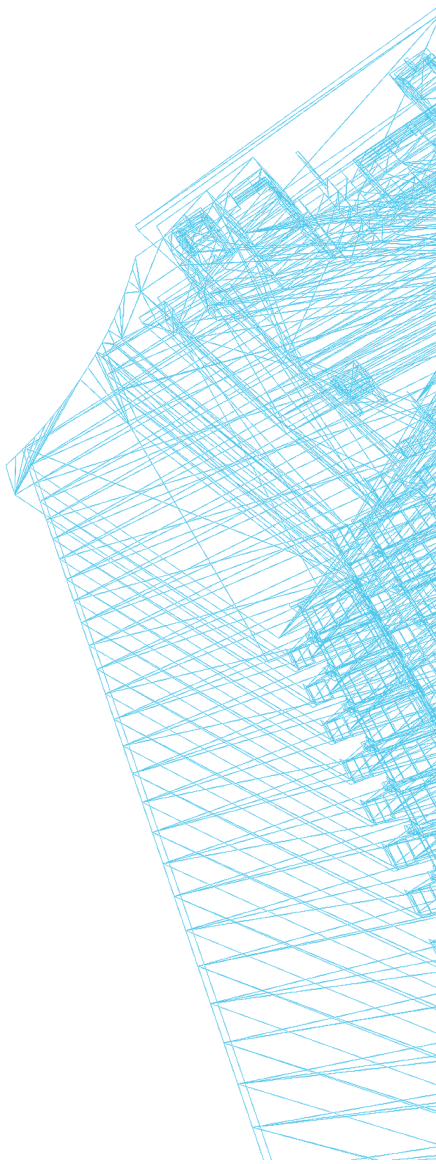
OTHER MODULES

- Environmental Health
- Business Licensing

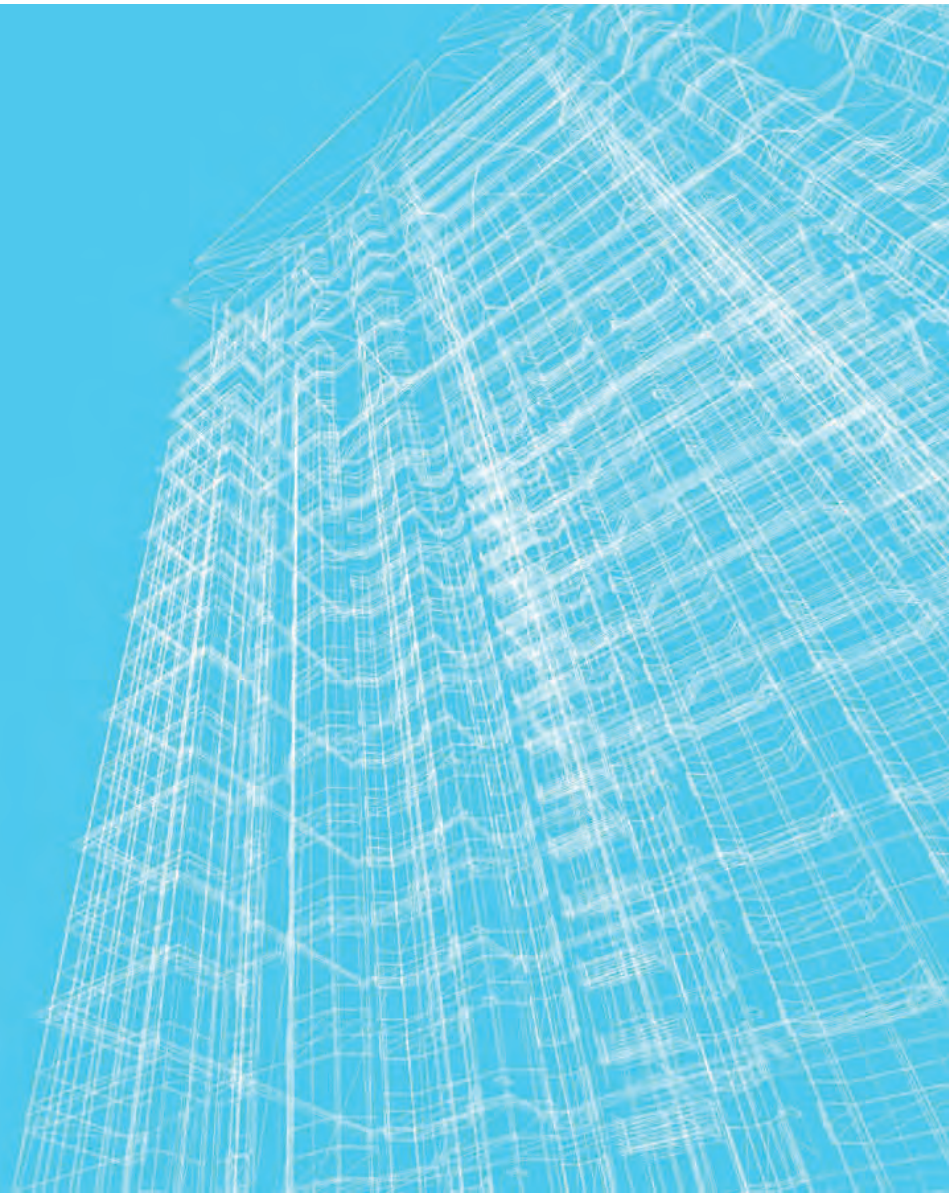


LIVE DEMO OF SYSTEM

Rachelle Ziegenfuss, Planner I
Sarah Hughes, Planner II



QUESTIONS?



MARIPOSA COUNTY

Board of Supervisors

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Discussion and Direction Regarding the Mariposa County Sheriff's Office Headquarters Project

---

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding the Mariposa County Sheriff's Office Headquarters Project.

Receive a presentation regarding the Sheriff's Office Headquarters project discussing facility needs, conceptual designs, cost analysis and financing options.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has heard project presentations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If no direction is given this project will not continue and the Sheriff's Office will continue to be housed in multiple dilapidated locations.

FINANCIAL IMPACT

None at this time

ATTACHMENTS

1. **Mariposa Justice Center Study 9.15.23 FINAL (1)**
2. **Mariposa County - Vanir BOS Presentation Final 110723**

Mariposa County Sheriff's Office

Law Enforcement Headquarters Operations Building Study

September 2023

VANIR

MARIPOSA COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT HEADQUARTERS
OPERATIONS BUILDING STUDY
DRAFT REPORT
September 2023

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BACKGROUND

Recognizing the need to consolidate and improve the facilities and operations of the Mariposa County Sheriff's Office, in 2019, Mariposa County approved a Request for Proposals (RFP) to develop a space program for a new Law Enforcement Headquarters Facility and establish various site development criteria to accommodate the space program. This report, known as the Law Enforcement Headquarters Study, was issued by Vanir in 2020.

With the building and site requirements identified, the Sheriff's Office and County then had the information needed to undertake the next steps in the development process, the ultimate goal being the design and construction of a Law Enforcement Headquarters. The new Law Enforcement Headquarters will include a Sheriff's Operations Building (Building A) and an Evidence and Training Center (Building B).

In 2023, Vanir was tasked with providing the Sheriff's Office and County with two conceptual options for each building. Each option is similar in size and shape, however, their orientation on the site varies as do access and site conditions. Each layout option is explored more thoroughly later in this report.

2020 LAW ENFORCEMENT HEADQUARTERS STUDY

The original Law Enforcement Headquarters Study included three phases:

- **Phase 1:** Needs Assessment/Architectural Program Report
- **Phase 2:** Conceptual design site plan, floor plan, and 3-D renderings identifying the intent of the design
- **Phase 3:** Assisting the County in preparing and submitting the USDA-Rural Loan Application.

Vanir undertook this study with a number of programming sessions that were conducted onsite and through electronic teleconferences. The programming team held a series of programming design workshops. The stakeholders provided oversight, direction, and decisions regarding programming issues. These stakeholders worked with Vanir on a regular basis, coordinating and attending meetings, and assured that pertinent information was provided by the County. Vanir requested and reviewed the following information:

- Sheriff's Data – Organizational chart; staffing by position; unfilled funded positions; volunteers; visiting professional consultants; staffing history; and future staff anticipated.
- Operational – Description of the departments and responsibilities.
- Site Information – Assessor's Parcel Map (APM); general plan; zoning; topographic survey; utilities; and land use (roads, trees, fences, structures).
- Budget Information – Sheriff's annual budget; rental space; and operational costs.
- Existing Buildings – Condition assessment reports (if available); deferred maintenance logs; Grand Jury reports; and reuse ideas for existing Sheriff's Office facilities.

In addition, Vanir solicited feedback from all Sheriff's personnel in the form of a questionnaire regarding their current facility and new facility and operations input. It should be noted that the information gathered through the survey responses were subsequently integrated into the facility programming process, if relevant, and translated into the conceptual layouts referenced later in this report.

For the purposes of the 2023 update, Vanir has included pertinent information from the original 2020 report in the pages that follow.

Existing Sheriff's Facilities

The Sheriff's operations are currently conducted in multiple facilities located in the town of Mariposa, CA. The two main office facilities are situated on a hillside as are most of the town's buildings and are located directly across the street from each other. Minimal parking is available onsite, with additional parking on the roadside.

Facility One

The Sheriff's Office building, which is a single-story building, constructed in 1988 for the Sheriff, Patrol, and Civil functions is located at 5099 Old Highway in Mariposa. The overall building area is 3,088 square feet.

Facility Two

The Evidence Storage building is a single-story building located at 4963 10th Street. It was originally constructed as a jail facility in 1967 and contains barred jail cells which have been minimally modified for use as an evidence storage facility. It currently houses evidence storage, 911-Dispatch, and office space for the Office, but evidence occupies most of the building's interior. The overall building area, including IT offices, is 7,078 SF square feet. The overall area of the exterior support buildings for storage, generator, and Search and Rescue is an additional 1,252 square feet.

Facility Three

Mariposa County Sheriff's Detective Unit and Office of Emergency Services (OES) are located at the third town facility site at 5080 and 5082 Bullion St. This location is 2,080 SF.

Facility Four

The new Sheriff's Business Office, located at at 5284 Hwy 49 North is approximately 1,200 SF. It provides civil, Concealed Carry Weapon (CCW) permitting, Coroner, background checks, and Live Scan fingerprinting services.

Miscellaneous Buildings

The Sheriff's Annex building is located at 4802 Highway 140 and is approximately 1,000 SF. The Search and Rescue (SAR) Headquarters and Metal Building are located at 5379 Highway 49 North on a County Jail parcel. This is a combination of a doublewide and metal building. Although exact measurements are not available, they are estimated to be 2,000-4,000 SF between the two.

See Exhibit Document 01: A101 Site Plan showing two Google site diagrams, configuration, orientation and location of Facilities One and Two. See Exhibit Document 02: A105 Sheriff's Center Existing Room Plan and Document 03: A106 Sheriff's Evidence Storage Existing Room Plan for basic floor plans of Facilities One and Two.

Need for New Law Enforcement Headquarters

From the data and analysis revealed within the 2020 Law Enforcement Headquarters Study, the Sheriff's Office is in need of new, expanded, and consolidated office space. The various divisions of the Sheriff's Office are currently located in deficient spaces and are separated geographically. This separation of the various functions of the Sheriff's Office limits its ability to communicate effectively, maintain cost effective operations, expand technology infrastructure according to needs, and provide adequate access and service to the public.

Due to site constraints and budgetary limitations, Mariposa County has re-evaluated the scope of the project. They are currently reviewing two options for a new Law Enforcement Headquarters located on Sheriff's property near the County Jail which will relocate all the functions currently in the old facilities with expanded and properly arranged space to facilitate a modern organization.

PHASE 1: FACILITY NEEDS ASSESSMENT

Physical and Operational Evaluation

The 2020 physical and operational evaluation was implemented through an interactive information-gathering process which consisted of administering survey questionnaires to Sheriff's staff and a series of meetings with key representatives/stakeholders from the County and Sheriff's Office. The programming team approached the project in a collaborative effort with key stakeholders to build consensus regarding the facilities program.

Survey Instrument – Questionnaire

A six-page survey questionnaire with 14 questions was administered to each division at the Sheriff's Office to glean information regarding functional space needs/requirements for each position within each division; general satisfaction with existing facilities; and suggestions for improvements to functional adjacencies and spaces to improve operational efficiency, safety, and security. A write-in section was provided for information outside of the survey. Also, there were 34 building design items that required ranking as to importance. From the 89 surveys sent out, 25% responded and were incorporated into the programming and design process, if it was deemed appropriate.

Mariposa County Sheriff's Office Law Enforcement Headquarters Facility Study 2020 Office Personnel's Most Important Design Considerations		
Design Features	**Score**	**Rating**
Private Staff Parking	4.8	1
Separated Staff / Public Restrooms		
Client Interview / Counseling Rooms		
Staff Only Entrance	4.7	4
Staff Lunch / Breakroom(s)	4.6	5
Conference Rooms		
Video Surveillance System	4.4	7
Public Lobby		

The table above depicts the most important design considerations for the new facility as ranked by Sheriff's personnel. See Exhibit Document 07: Mariposa County Sheriff's Office Law Enforcement Headquarters Facility Study 2020 Personnel Questionnaire.

The following table represents personnel survey responses on 34 building design features. Each design feature can be rated from one through five (1-5), depending upon personnel importance, thus five being the highest score. Each ranked item is weighted by the number of responses, then all responses are averaged for a final rating.

Mariposa County Sheriff's Office Law Enforcement Headquarters Facility 2020 Office Personnel Survey Results						
Design Features	**1**	**2**	**3**	**4**	**5**	**Total**
Building Esthetics	3	3	6	4	1	17
	3	6	18	16	5	**2.8**
Non-Institutional Design	4	4	3	4	1	16
	4	8	9	16	5	**2.6**
Single Complex (Under One Roof)	3	3	2	6	5	19
	3	6	6	24	25	**3.4**
Campus Plan (Multiple Buildings)	3	5	6	1	3	18
	3	10	18	4	15	**2.8**
Multi-Story Building	2	3	5	3	5	18
	2	6	15	12	25	**3.3**
Natural Lighting	2	1	4	5	7	19
	2	2	12	20	35	**3.7**
Operable Windows	0	1	4	5	7	17
	0	2	12	20	35	**4.1**
Public Lobby	1	0	1	6	11	19
	1	0	3	24	55	**4.4**
Staff Only Entrance	0	0	1	3	15	19
	0	0	3	12	75	**4.7**
Private Offices	1	1	2	3	12	19
	1	2	6	12	60	**4.3**
Standardized Furniture	0	1	8	2	7	18
	0	2	24	8	35	**3.8**
Staff Lunch / Break Room(s)	0	1	0	5	12	18
	0	2	0	20	60	**4.6**
Conference Room(s)	0	0	1	6	13	20
	0	0	3	24	65	**4.6**
Client Interview / Counseling Room(s)	0	0	0	3	15	18
	0	0	0	12	75	**4.8**
Multi-Purpose Room(s)	1	2	0	8	8	19
	1	4	0	32	40	**4.1**
Storage Rooms	0	3	1	6	9	19
	0	6	3	24	45	**4.1**
Copy/Supplies/Mail Room(s)	0	1	3	7	8	19
	0	2	9	28	40	**4.2**
Separated Staff and Public Restroom	0	0	1	2	16	19
	0	0	3	8	80	**4.8**
Exercise / Weight Room	1	2	2	3	11	19
	1	4	6	12	55	**4.1**

Mariposa County Sheriff's Office Law Enforcement Headquarters Facility 2020 Office Personnel Survey Results (Continued)						
Design Features	**1**	**2**	**3**	**4**	**5**	**Total**
Sound Control / Acoustics	3	0	0	5	9	17
	3	0	0	20	45	**4.0**
Carpeting	12	1	4	1	0	18
	12	2	12	4	0	**1.7**
Interior Design Color Scheme	3	5	9	0	1	18
	3	10	27	0	5	**2.5**
Vending Machines	6	0	7	2	4	19
	6	0	21	8	20	**2.9**
Ice Machine	2	1	2	4	10	19
	2	2	6	16	50	**4.0**
Coffee Service	1	3	1	4	10	19
	1	6	3	16	50	**4.0**
Landscaping	3	2	6	2	5	18
	3	4	18	8	25	**3.2**
Courtyards	4	3	4	0	6	17
	4	6	12	0	30	**3.1**
Private Staff Parking	0	0	0	3	15	18
	0	0	0	12	75	**4.8**
Building Paging System	3	0	3	5	6	17
	3	0	9	20	30	**3.6**
Staff Duress Alarm System	2	0	6	4	5	17
	2	0	18	16	25	**3.6**
Video Surveillance System	0	0	3	5	9	17
	0	0	9	20	45	**4.4**
Staff Key-Card Lock System	0	0	5	3	9	17
	0	0	15	12	45	**4.2**
Ergonomic Considerations	4	0	7	1	5	17
	4	0	21	4	25	**3.2**
Co-Ed Locker Room w/Private Changing Rooms	6	3	2	2	2	**15.0**
	6	6	6	8	10	**2.4**

CONDITION ASSESSMENT OF EXISTING FACILITIES

A comprehensive condition assessment including employee survey identified numerous reasons to replace the current Sheriff's facilities. A sampling of the critical reasons included:

- Sheriff's operations are conducted in poor facility conditions.
- The age of the current Evidence building is 56 years old, the oldest facility operated and designed as a jail which now houses Evidence, IT and 911-Dispatch. This building is beyond its life cycle.

- The Sheriff's Office building is 35 years old, was designed for Sheriff and support staff including Patrol, Civil, Records, and Administration, is extremely cramped, and does not support the personnel working there.
- Lack of security for Sheriff's Office and staff vehicles and insufficient parking;
- Non-ADA compliant buildings;
- Inadequate HVAC, electrical, plumbing;
- No break/lunch space for staff during inclement weather;
- Lack of sufficient locker room facilities for staff;
- Lack of meeting and conference room/training space for Sheriff's operations;

Refer to Exhibit Document 07: Mariposa Sheriff's Law Enforcement Headquarters Facility Study 2020 Office Personnel Questionnaire Responses for a thorough response to the conditions of the Sheriff's Office facilities.

Facility Assessment Criteria

Multiple visits by Vanir staff were conducted to assess their condition and usefulness as Sheriff's facilities and site. The assessment was conducted over several months and involved discussions with Office management and personnel. The intent of the assessment was to provide a broad-based understanding of the physical site and space conditions, adequacy of each facility, and future site for the adaptation of any new facilities.

Our assessment included review and evaluation of the following:

- **Space** – Review for appropriate size and efficiency, expansion capabilities, location and adjacencies of departments;
- **Systems** – Assess any deficiencies in heating, ventilation, air conditioning, (HVAC), plumbing, electrical and lighting;
- **Fire, Life and Safety** – Assess any deficiencies in fire sprinklers, smoke detectors, alarms and panels, doors, emergency lighting, fire resistive materials, furniture and equipment;
- **Americans with Disabilities Act (ADA) Standards** – Assess any deficiencies in ramps, elevators, toilet rooms, circulation, and physical reaches;
- **Structure** – Assess any deficiencies in exterior/interior walls, roof, foundations, windows, doors, overhangs and flues, floors, ceilings, finishes, stairs, and handrails;
- **Security** - Assess any deficiencies in locks, hardware, keying, cameras, monitors, glazing, and site lighting;
- **Site** – Assess any deficiencies in walks, landscaping, parking, lighting, ADA accessibility, expansion capabilities, location, drainage, paving, curbs, gutters, and vehicle/public access.

Facility Assessment Results and Office Information

Subsequent to the assessment, Vanir prepared a report card of the Sheriff's Office and Evidence Building facilities. Based on Vanir's onsite assessment of the building space and systems outlined below, both the Evidence Building and the Sheriff's Office building have been rated "inadequate".

Building Space/Systems Quality Evaluation Ratings		
Building Space/Systems	**Evaluation Ratings/Sheriff Facilities**	
	Sheriff's Dept. 5099 Old Hwy N	*Evidence Building* 4963 10th St
Space	1	1
HVAC	2	1
Plumbing	1	1
Elect/Lighting	2	2
Noise Control	2	2
Fire Safety	1	0
Handicapped/ADA	0	0
Structures	2	1
Security	1	2
Site	1	1
Total	**13**	**11**
Average Rating	**1.3**	**1.1**

Building Space/System Rating Scale: 0 – Very Inadequate; 1 - Inadequate; 2 - Adequate; 3 - Very Adequate

CONDITION OF EXISTING FACILITIES

SHERIFF'S OFFICE BUILDING

Architectural

Envelope

- Standing seam metal roof is in fair condition with multiple areas needing repairs. There are ongoing issues with leaks at or near valleys and at air conditioning units and roof penetrations. Several areas of water infiltration will likely require replacement of deteriorating roof sheathing and damaged portions of structural roof framing and in particular above the Sergeant's Office #37. See Exhibit Document 02: A105 Sheriff's Center Existing Room Plan.
- Gutter and downspout systems are in fair condition but contain debris and in need of paint.
- Wood framed building with cement plaster exterior walls with brick wainscot are in fair condition; however, some of the plaster is cracking and contains discoloration at the vents.
- Exterior windows are original and are dual pane; however, most are energy inefficient.
- Insulation in attic is in poor condition in several areas.

Interior

- Lobby is very small and has various ADA issues (i.e., door clearance, transaction counter, and reach height at publications racks and boards).
- Public Restroom does not meet ADA requirements.

- Men's Locker Room does not meet ADA requirements.
- Women's Locker Room does not meet ADA requirements.
- Administrative Office is very congested and lacks sufficient amount of space for administrative duties.
- The Sergeant's shared Office is inadequate for the number of people sharing the space. The space is below typical minimal office standards.
- Poor space and location for break area that is located in a circulation hallway. Water bottle filling station and trash cans obstruct hallway access.
- Insufficient space and work surface area for work room and storage.
- Floor finishes, carpet, VCT, and sheet vinyl are showing excessive wear throughout facility.
- Wall surfaces are in need of patching, repair, and painting at numerous locations.
- Ceilings are low for a commercial office environment. Typically, they are 9'-10' in height to allow a greater volume of air circulation given the number of employees in the space. This applies to hallways and offices.
- Locker Room ceilings have evidence of water leaks.

ADA Sampling of Barriers

- Toilet stall: 60" clearance not provided at Locker Rooms.
- Mirror height is less than 40" to bottom of mirror.
- Grab bar and accessory mounting location and heights are not compliant.
- Lavatory knee clearance not provided.
- Locker Rooms are not ADA accessible.
- Shower layout is not ADA accessible.
- Door maneuvering clearances lack 18" on pull side, and 12" on push side.
- Door hardware lack such features as lever hardware, surface mounted panic hardware and actuators, and doorstops mounted to door.
- Door closers exceed the maximum pull pressure of five pounds.
- Exterior door landings not level, and clearance of 60" deep and 24" from edge of door strike not met.
- Restroom signage is non-compliant.
- Room signage is non-compliant.
- Lobby transaction counter is non-compliant. Counter height greater than 34".
- Path of travel exceeds maximum 5% slope and 2% cross-slope at public access walks.
- Truncated domes are not provided at road edge where required.
- There is a total of 14 parking spaces at the Sheriff's Office facility. One of those spaces is designated as accessible; however, it is non-compliant. The accessible parking stall does not meet

the cross slope requirements, access aisle width, signage, length and width stall dimensions, and lacks sufficient space to accommodate a van (see Exhibit Document 01: A101 Site Plan).

Fire, Life, Safety (Exiting, Corridor, Doors, Alarms, etc.)

- Squad Room lacks maximum occupancy signage.
- Trash cans and water bottle station are located within hallways which impede egress.
- Hallways are too narrow and are currently 3'-7" clear. Minimum requirement is 3'-8".
- Exit doors at both ends of hallways do not meet ADA door clearance requirements for 12" clear space to the strike side of door when a closer and latch are used.

Electrical, HVAC, and Plumbing

General Comments

- Building is over 35 years old but has some useful life and fair functionality for future uses. There were no major findings that warrant remodeling or demolition of the building. Site infrastructure and utilities were in usable condition. The roof needs correcting of MEP issues and weatherproofing penetrations.
- See Exhibit Documents 09 – 12 Electrical and HVAC Sheriff's Center and Evidence Building Existing Floor Plan and Roof Plan Markups.

Infrastructure

- Most of the 1988 infrastructure is original to the building with some required modifications to replace HVAC and water heater.
- Life expectancy of the electrical system is approximately 12 years. Two key maintenance elements are missing from the electrical system:
  - 3rd party maintenance labels. Electrical maintenance should occur every five years
  - Arc flash labels at each electrical panel.
- The HVAC systems are configured in a single zone operation. Both roof top packaged units are from 2001 and are four years past useful life. Concerns of risk from furnace burn through (CO poisoning), reliability, and poor energy efficiency are major factors.
- HVAC – both roof top HVAC units need replacement.
- Electrical conduits and devices should be replaced as soon as possible.
- The plumbing is in fair condition. Plumbing fixtures are older, but still functional. The staff restrooms look to be original and in fair condition. Water heater was replaced in 2008 and may be nearing end of useful life.
- Lighting and controls are original to building construction. One light lens was missing in the water heater closet. Otherwise lighting system was functional; however, new LED lighting system and lighting controls should be installed at this location. This will provide energy efficiency, automation, and adjustable settings for employee comfort.

- Fire alarm system does not exist. Two key items should be addressed for this building:
  - new HVAC controls with networking to provide energy management automation and prevent manual takeover;
  - smoke/fire alarm system with centralized reporting.
- Low voltage systems included basic T-Stats for HVAC control, security alarm and door control system, modernized main distribution frame (MDF) near the main point of entry (MPOE).
- Storm Drainage – the roof down spouts, drain, and gutters are in good condition. Storm drain cleanouts are available for servicing. The storm drain catch basins are all in good condition. The storm drain discharge near the fire hydrant was damaged by vehicle traffic and should be corrected.

Utilities

- Electrical is fed from the Jail/Operations main building via underground. Emergency power from Jail emergency generator. A full and extensive audit by a third party electrical testing agency should be performed on each protection device and inspection wiring and connections; including thermal scan.
- Data/Telecom is fed from the Jail/Operations main building via underground.
- Water is provided by the City through a meter. There should be back-flow prevention devices installed after water meter for both the main building and irrigation branch lines.
- Gas is provided by liquid propane: 300 gallon gas tank.
- Sewer is provided by City connection.
- Storm Drain discharged to City roadway.

HAZMAT (Lead, ACM, PCBs)

- Hazardous Material Survey materials were not available at the time of this report for this facility.
- Since this building was constructed in 1988, it is presumed that this building does not contain asbestos or lead paint contaminants.

Site

- Mature landscaping is generally in fair condition.
- Accessible parking stall needs regrading to meet ADA compliance.
- All parking areas contain cracked and failing asphalt.
- Sloping site and terrain makes accessibility compliance difficult to obtain.
- Stairs which are located along 10th Street are not ADA accessible.
- Stairs which are located at the Sergeant's Office are not ADA accessible.
- Parking is extremely limited at the Sheriff's Office building.

Structural Analysis

- Structural integrity of the building appears to be satisfactory.
- There was no evidence of concrete foundation failure.
- Wood framed structure appears to be in good condition.

EVIDENCE BUILDING

Architectural

Envelope

- Single-ply membrane roof sheathing system is in fair condition, is approximately ten years old, and has another five to ten years of life cycle remaining. It has a few repair areas, ongoing issues with leaks at/or near valleys, and at air conditioning units and roof penetrations. Several areas of water ponding were observed on the roof and is a concern. Structural roof system may be sagging and causing this ponding on the roof.
- Approximately 1,000 square feet of the roof system is concrete roof tiles located on the sloped surfaces that are fragile and deteriorating.
- There is no permanent in-place access to the roof.
- HVAC units are located on the roof.
- Due to the lack of ceiling space above the ceiling in the IT Administrative Offices area, all ductwork is mounted on the rooftop. This is inefficient and in poor condition.
- Skylights are at end of their life cycle.
- Gutter and downspout systems are in poor condition.
- Structure is built of concrete masonry unit (CMU), concrete, and steel for the main portion of the Evidence Building. Major structural cracking occurs in several walls near circulation room #52 .
- Exterior windows are original, single pane, and not energy efficient.
- Insulation is in poor condition throughout the building.
- Paint is needed on entire exterior of building.

Interior

- Floor finishes, carpet, VCT, and sheet vinyl are showing excessive wear throughout facility.
- Wall surfaces are in need of patching, repair, and painting at numerous locations.
- Lobby is very small and has various ADA issues (i.e., door clearance, transaction counter, and reach height at publications racks and boards).
- The administrative and office locations lack sufficient windows for natural light.
- The side door egress for three hallways exit to non-accessible stairs and landings.

- Ceilings are low for a commercial office environment. Typically, they are 9'-10' in height to allow a greater volume of air circulation given the number of occupants in the space. This also applies to hallways and offices.
- Evidence Storage contains insufficient storage space and processing area.

ADA Sampling of Barriers

- Mirror height is less than 40" to bottom of mirror.
- Grab bar and accessory mounting location and heights are not compliant.
- Lavatory knee clearance not provided.
- Door maneuvering clearances lack 18" on pull side, and 12" on push side.
- Door hardware lack such features as lever hardware, surface mounted panic hardware and actuators, and doorstops mounted to door.
- Door closers exceed the maximum pull pressure of five pounds.
- Exterior door landings not level, and clearance of 60" deep and 24" from edge of door strike not met.
- Restroom signage is non-compliant.
- Room signage is non-compliant.
- Lobby transaction counter is non-compliant. Counter height greater than 34".
- Contains non-level interior floor surface.
- Path of travel exceeds maximum 5% slope and 2% cross-slope at public access walks.
- Truncated domes are not provided at road edge where required.

Fire, Life, Safety (Exiting, Corridor, Doors, Alarms, etc.)

- Due to the overflow of evidence storage, it also occupies space within the hallways and circulation areas which impede egress.
- Door clearances located within the narrow hallways are insufficient to meet ADA requirements.
- Approximately six doors are narrower than 36" width for ADA accessibility.

Electrical, HVAC, and Plumbing

- General Comments
    - The Evidence Building containing the 911 Operations, Evidence Storage, has many MEP issues that may not be able to be addressed without total overhaul and replacement to prevent large outage or failure. All MEP systems are at near or past useful life.
    - Most of the infrastructure is original to the 1967 Jail building with several HVAC replacements over the past years.

- Infrastructure

- The electrical system is past its 50 year useful life. It should be noted that when the building was originally constructed, the MEP operated 24/7 for 35 years when it changed over to the new uses. It should also be noted that the 911 operations is also a 24/7 use. In typical office use, that would equate to 114 years of use.
- The service feeds both main buildings and is subject to failure due to age. A full maintenance routine by third party testing agency should be performed immediately, including thermal scan of all electrical panels 50 amps and above. Two key maintenance elements are missing from the electrical system, which are:
  - 3rd party maintenance labels. Electrical maintenance should occur every five years;
  - Arc flash labels at each electrical panel.
- Main electrical service entrance and transfer switch should be planned for replacement in the near term.
- Emergency power system is from 1988. Typically, these systems are replaced at 25-30 years. This unit has only 270 operating hours on it. Useful life may be less than five years. Caterpillar GEN Systems Technicians should provide a full analysis for operational use of the generator and transfer switch unit.
- The HVAC systems are configured in a single zone operation with packaged and mini-split systems. The operational AC units all have two to five years remaining, with one failed unit abandoned in place.
- The roof electrical is non-code compliant and subject to failure in the near future.
  - Concerns related to the components of the 911 operations are at risk.
  - The cable systems look to have been placed in service as a temporary method, not permanent.
  - The electrical flex cables to the mechanical units have failed and need to be replaced.
  - Electrical conduits and devices at roof level are failed or non-compliant and should be replaced as soon as possible.
- The roof level plumbing needs immediate attention.
- Gas pipe (LPG) is improperly routed, unsecure, and unsupported and a matter of when it is going to fail.
- Other exterior issues include: non-ground fault interrupter circuit (GFIC) power receptacles; fire riser without tamper/flow switches; water pipes run across walkways; and exterior lighting fixtures.
- The interior plumbing is in fair condition. Plumbing fixtures are older, but still functional. Two issues need immediate resolution: 1) electric water heater in Women's Restroom is laying on the floor posing damage and electrical shock risk; and 2) non-GFIC receptacle at water cooler.
- Underground plumbing will probably have some additional life, but a plan should be developed to remove the old jail piping systems and provide new plumbing to restrooms and break room areas.

- Lighting and lighting controls are original to building construction and are functional; however, do not meet California energy codes.
- Fire alarm control system does not exist. This needs to be addressed immediately to prevent fire code violations.
- The sprinkler system status is unknown and should be removed or fully serviced as required by the use and occupancy designation for this building. Possible fire code violation and risk by water damage exists if left unaddressed.
- Low voltage systems included basic T-Stats for HVAC control and general security system. Both the original and a modernized MDF/MPOE exists at this building. The original MPOE should be addressed for obsolete systems and cable management.
- Storm Drainage – the roof drains and gutters require attention. Roof drain grilles are missing and/or clogged.
- Utilities
  - Electrical is fed from overhead lines. Service lines are in good condition.
  - Data/Telecom – main point of entrance (MPOE) are in good condition. Exterior communication systems need to be addressed to prevent failure and correct code issues.
  - Water is provided by the City via shut off valve (SOV) without meter. Install back-flow prevention devices after water meter for both the main building and irrigation branch lines.
  - Fire sprinkler system service riser does not contain a notification system.
  - Gas is provided via liquid propane contained in a 300 gallon tank in fair condition.
  - Sewer provided via City connection.
  - Storm Drain – the roof drain piping system needs to be addressed for possible failures.

HAZMAT (Lead, ACM, PCBs)

- Hazardous Material Survey materials were not available at the time of this report for this facility.
- Due to the construction date of 1967 for the Evidence Storage Building, it is presumed that this building has a high likelihood of asbestos containing materials (ACM) and lead paint contaminants to occur at the following areas:
  - VCT floor tiles
  - Wall paint throughout the CMU and concrete construction of jail cells and corridors
  - Duct and piping insulation
  - Roof and flooring adhesives

Site

- Mature landscaping is generally in fair condition.
- Accessible parking stall needs regrading to meet ADA compliance.

- All parking areas contain cracked and failing asphalt and need restriping.
- Sloping site and terrain makes accessibility compliance difficult to obtain.
- Outdoor Storage Shed #109 utilized by IT/Communications access stairs are non-code and non-ADA compliant.
- Exterior Storage Room #96 attached to the building is poorly lit and insulated. Its only access is via non-code and non-ADA compliant stairs.
- Parking is extremely limited with 11 spaces at the old jail facility now occupied by Evidence, 911-Dispatch, and IT functions. One of those spaces is designated as ADA accessible; however, is non-compliant. The accessible spot does not meet the cross slope requirements, access aisle, signage, length and width dimensions, and does not accommodate a van. There are two unmarked spaces and overflow parking across the road in a gravel shoulder area.

Structural Analysis

- The structural integrity of the CMU, steel, and concrete construction is in poor condition. There is severe concrete cracking occurring in the upper wall between the Evidence Storage #77 and General Evidence #49, and also at the ceiling in Circulation #52.

Special Considerations

- Search and Rescue Building is a wood framed auxiliary structure in fair condition. It has wood siding that is in need of repair and new paint. It has asphalt shingles on the roof. Cooling and air circulation is through the use of a window air conditioner system.

EXHIBITS

EXISTING DRAWINGS

- Document 01: A101 Site Plan
- Document 02: A105 Mariposa Sheriff's Center Building Existing Room Plan
- Document 03: A106 Mariposa Sheriff's Evidence Storage Existing Room Plan
- Document 04: A102 Area Schedule
- Document 05: A107 Mariposa Sheriff's Center Building Existing Roof Plan
- Document 06: A108 Mariposa Sheriff's Evidence Storage Existing Roof Plan

PERSONNEL QUESTIONNAIRE

- Document 07: Mariposa Sheriff's Law Enforcement Headquarters Study 2020 Office Personnel Questionnaire Responses
- Document 08: Mariposa Sheriff's Law Enforcement Headquarters Study 2020 Office Personnel Questionnaire (Blank)

Electrical and HVAC Markups

- Document 09: A105 Mariposa Sheriff's Center Building Existing Room Plan
- Document 10: A107 Mariposa Sheriff's Center Building Existing Roof Plan
- Document 11: A106 Mariposa Sheriff's Evidence Storage Existing Room Plan
- Document 12: A108 Mariposa Sheriff's Evidence Storage Existing Roof Plan

Photographs

- Document 13: Mariposa Sheriff's Office Building 2020 Photographs
- Document 14: Mariposa Sheriff's Evidence Building 2020 Photographs
- Document 15: Mariposa Sheriff's Office Building 2020 Electrical and HVAC Photographs
- Document 16: Mariposa Sheriff's Evidence Building 2020 Electrical and HVAC Inspection Photographs
- Document 17: Mariposa Sheriff's Office Main Administration Office 2023 Photographs
- Document 18: Mariposa Sheriff's Office Dispatch Center 2023 Photographs
- Document 19: Mariposa Sheriff's Office Detective Unit 2023 Photographs
- Document 20: Mariposa Sheriff's Office of Emergency Services 2023 Photographs
- Document 21: Mariposa Sheriff's Office Annex Building 2023 Photographs
- Document 22: Mariposa Sheriff's Office SAR Headquarters Building 2023 Photographs
- Document 23: Mariposa Sheriff's Office Business Office Building 2023 Photographs

Sheet No. **A101**

Site

1 Mariposa Sheriff's Office & Evidence Storage Site Plan
1" = 60'-0"

SCALE: 1" - 60'-0"

0 60 120 180

Mariposa County Sheriff's Law Enforcement Headquarters Facility

Mariposa County

04.07.20

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Sacramento, CA 95834
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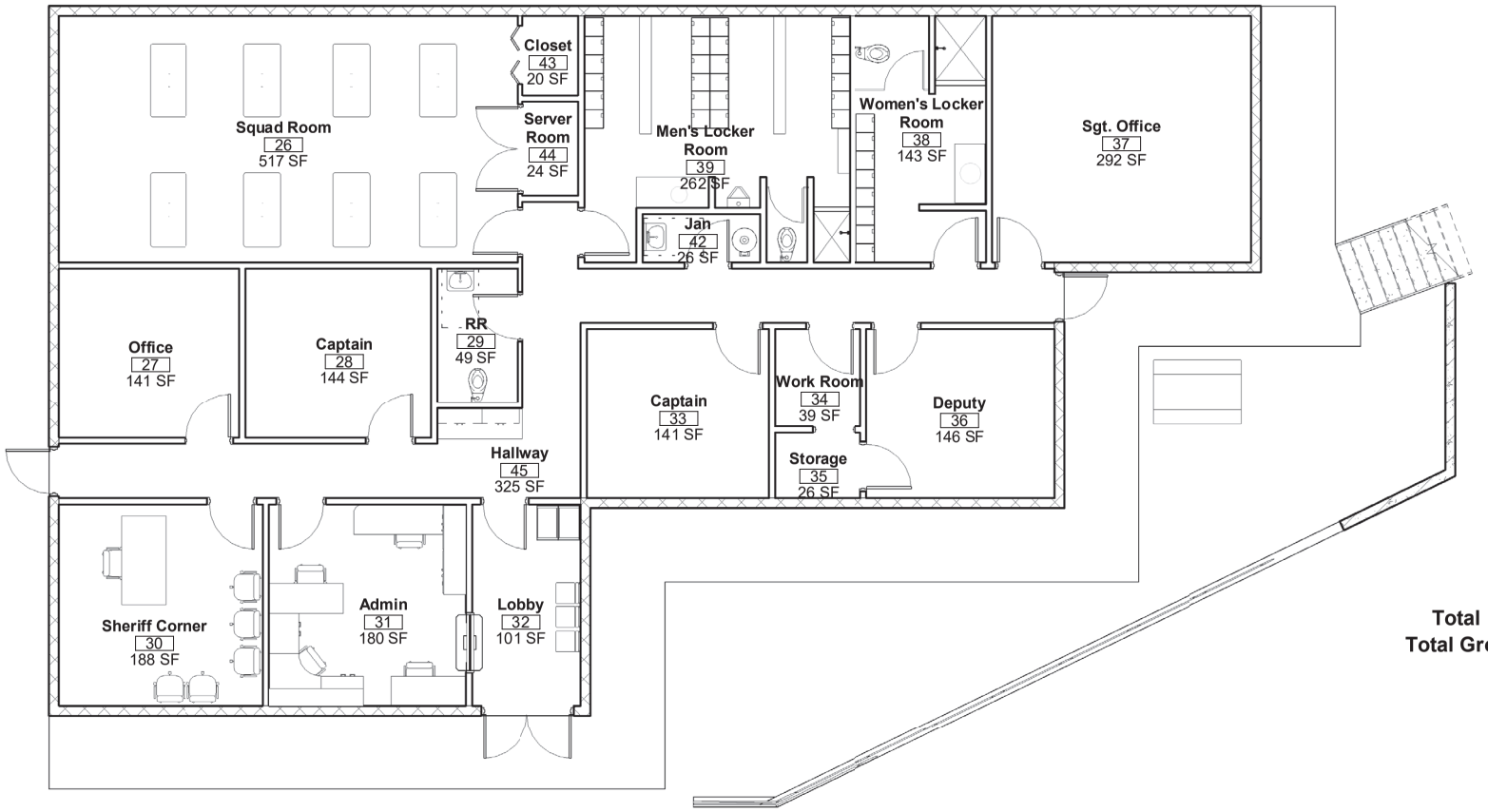
Sheet No. **A105**

Existing SC Floor Plan



Total Net = 2,752 SF
Total Gross = 3,088 SF

1 Floor Plan - Sheriff Center
1/8" = 1'-0"

SCALE: 1/8" - 1'-0"

0 8 16 24

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Mariposa County
04.07.20

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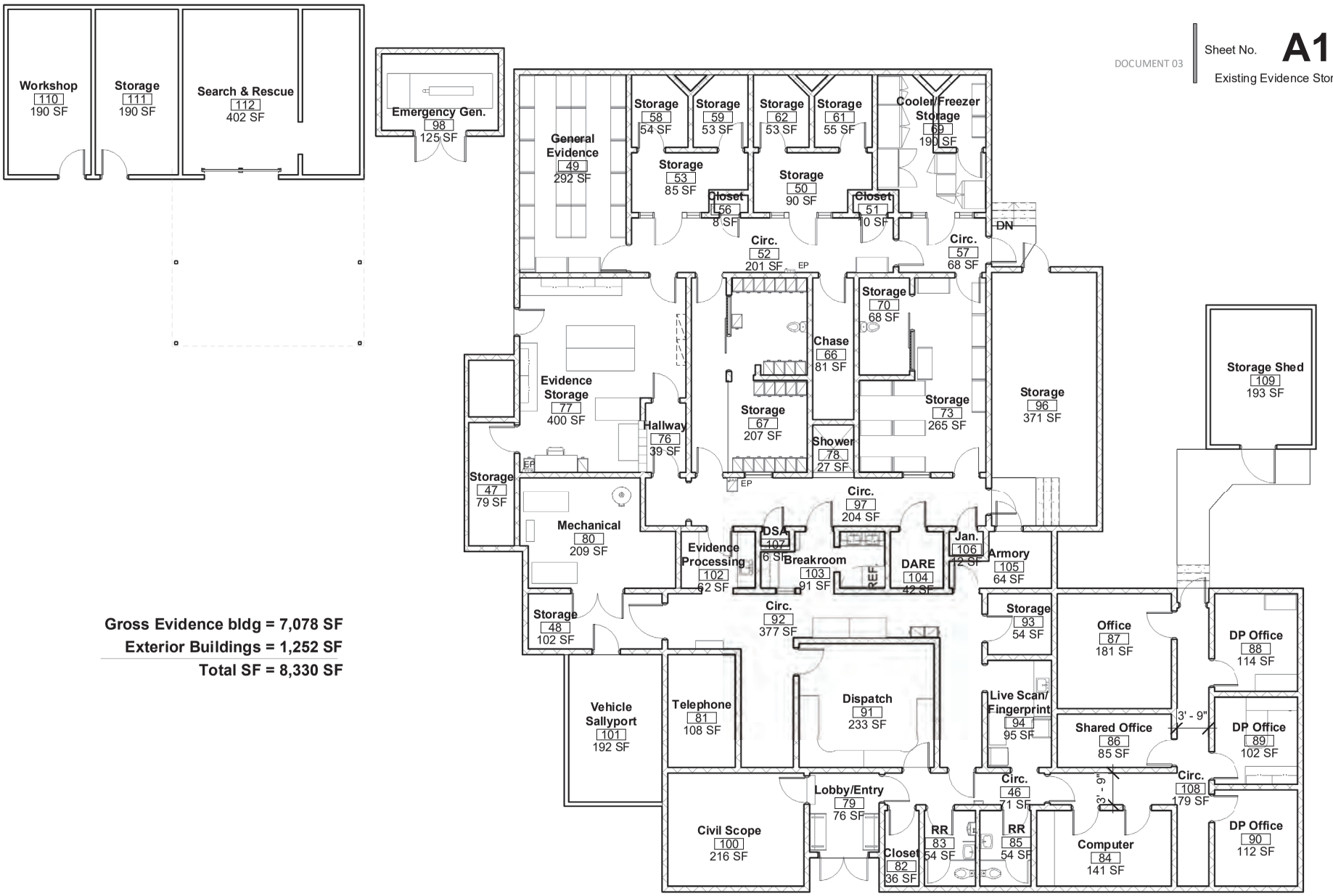
Sheet No. **A106**

Existing Evidence Stor. Floor Plan



Gross Evidence bldg = 7,078 SF
Exterior Buildings = 1,252 SF
Total SF = 8,330 SF

1 Floor Plan - Evidence Storage
3/32" = 1'-0"

SCALE: 3/32" - 1'-0"

0 32 64 96

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Mariposa County Sheriff's Law Enforcement Headquarters Facility
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Sheriff Center Room Schedule	
Name	Area
Sheriff Center	
Squad Room	517 SF
Office	141 SF
Captain	144 SF
RR	49 SF
Sheriff Corner	188 SF
Admin	180 SF
Lobby	101 SF
Captain	141 SF
Work Room	39 SF
Storage	26 SF
Deputy	146 SF
Sgt. Office	292 SF
Women's Locker Room	143 SF
Men's Locker Room	262 SF
Jan	26 SF
Closet	20 SF
Server Room	24 SF
Hallway	325 SF
Total Net:	2762 SF
Total Gross:	3088 SF

Evidence Storage Room Schedule	
Name	Area
Evidence Storage	
Circ.	71 SF
Storage	79 SF
Storage	102 SF
General Evidence	292 SF
Storage	90 SF
Closet	10 SF
Circ.	201 SF
Storage	85 SF
Closet	8 SF
Circ.	68 SF
Storage	54 SF
Storage	53 SF
Storage	55 SF
Storage	53 SF
Chase	81 SF
Storage	207 SF
Cooler/Freezer Storage	190 SF
Storage	68 SF
Storage	265 SF
Hallway	39 SF
Evidence Storage	400 SF
Shower	27 SF
Lobby/Entry	76 SF
Mechanical	209 SF
Telephone	108 SF
Closet	36 SF
RR	54 SF
Computer	141 SF

Evidence Storage Room Schedule	
Name	Area
RR	54 SF
Shared Office	85 SF
Office	181 SF
DP Office	114 SF
DP Office	102 SF
DP Office	112 SF
Dispatch	233 SF
Circ.	377 SF
Storage	54 SF
Live Scan/ Fingerprint	95 SF
Storage	371 SF
Circ.	204 SF
Emergency Gen.	125 SF
Civil Scope	216 SF
Vehicle Sallyport	192 SF
Evidence Processing	62 SF
Breakroom	91 SF
DARE	42 SF
Armory	64 SF
Jan.	12 SF
DSA	6 SF
Circ.	179 SF
Storage Shed	193 SF
Workshop	190 SF
Storage	190 SF
Search & Rescue	402 SF
Total Net:	7065 SF
Total Gross:	8,330 SF

Mariposa County Sheriff's Law Enforcement Headquarters Facility
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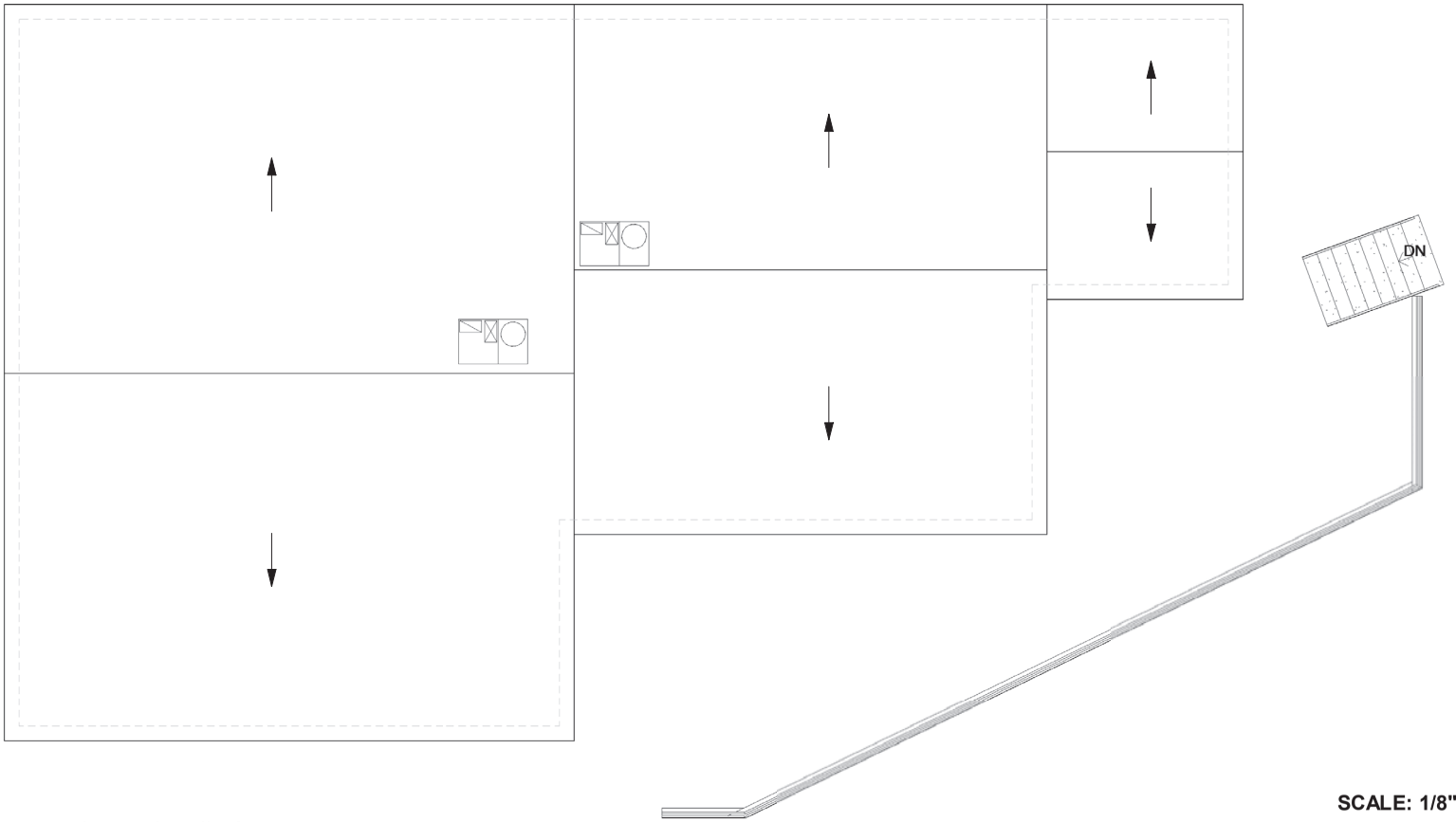
Sheet No. **A107**

Roof Plan - Sheriff's Center



1 Roof Plan - Sheriff's Center
1/8" = 1'-0"

SCALE: 1/8" - 1'-0"

0 8 16 24

Mariposa County Sheriff's Law Enforcement Headquarters Facility

04.07.20

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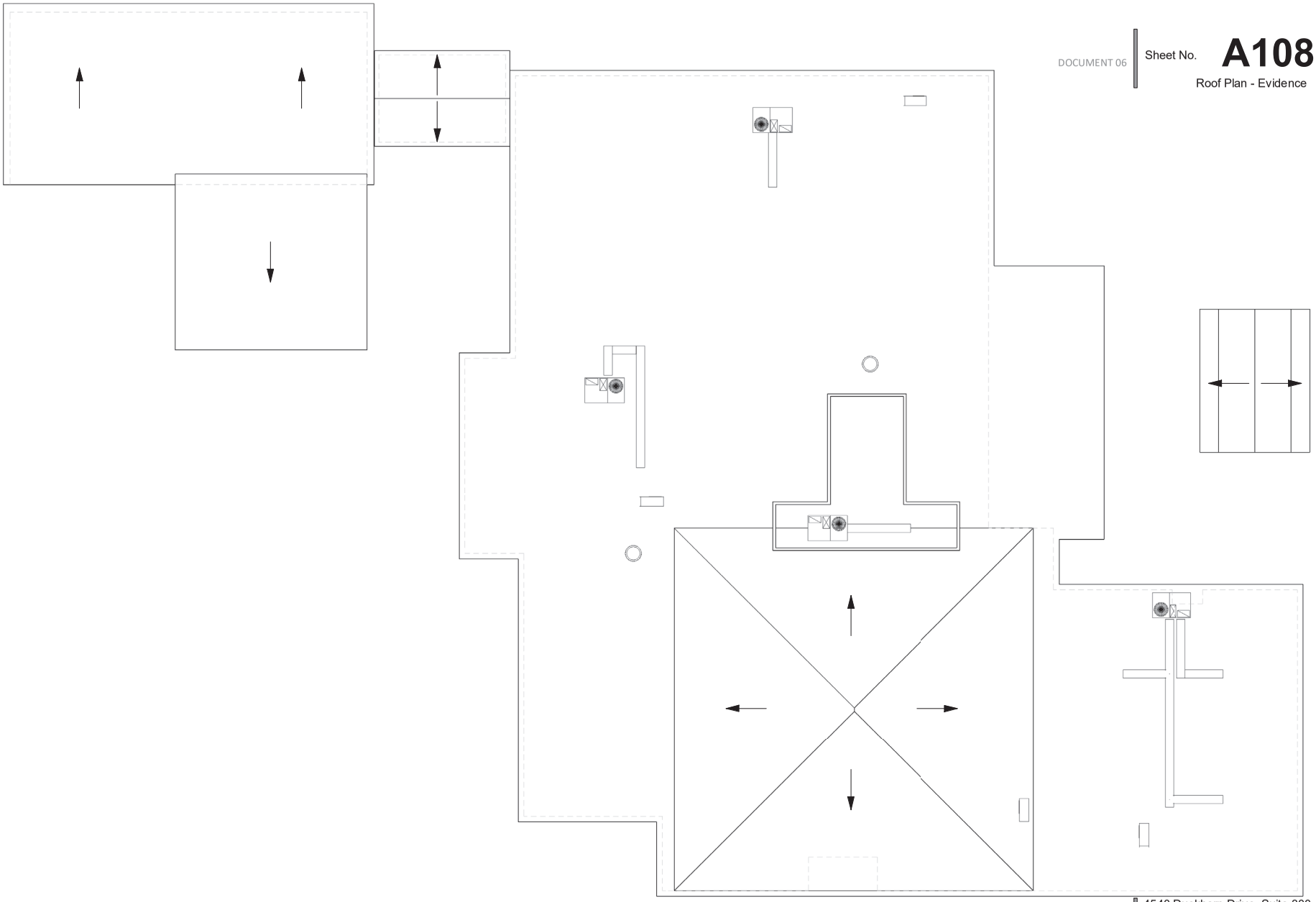
Sheet No. **A108**

Roof Plan - Evidence



SCALE: 3/32" - 1'-0"

0 32 64 96

1 Roof Plan - Evidence
3/32" = 1'-0"

Mariposa County Sheriff's Law Enforcement Headquarters Facility

04.07.20

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Mariposa County Law Enforcement Headquarters Operations Building Project
Summary of Personnel Questionnaire Comments

The information below represents responses that were generally unanimous among a particular Department. Responses that were unique to a particular individual were not included in this list. Those responses will be carried over for consideration in the next phase of the project development.

Administration Building/Sheriff's Office

Location: *5099 Old Highway North, Mariposa, CA 95338*

Overall Staff Comments:

Like (Current Space):

- Location / Proximity to town area.
- Having a window.
- Proximity to other County buildings.
- I like where my office is located. I can see and hear what is going on which helps me with my job duties.
- I like that I have a window in my office and can see who is coming in.
- The location is nice.
- I enjoy not having a shared workspace.
- I cannot think of anything I like about the building.

Dislike (Current Space):

- Lack of desk space.
- Very limited parking and office space.
- Sharing a workspace with so many people. I currently share a 10x12 workspace with 4 people. It gets loud and very cramped. No desk space and not ergonomically correct.
- The floor is dirty and very hard to clean.
- No storage. I have a lot of equipment and give away for the community. I have no place to store it.
- It is always hot – even in the winter. Temp control in this building is very difficult.
- Parking
- Temperature control
- Flooring
- No breakroom so I eat at my desk which isn't professional.
- No central receiving area so boxes line up in the hallway.
- I don't like the split building and having to cross the street to get to the other building.
- No storage.
- It is very loud.
- It is too small for the amount of paperwork I deal with.
- There are too many people in the same room.
- I am connected to the lobby and making private phone calls is very difficult due to the lobby traffic.

- I don't have a space / room for my case property. Currently stacked around my desk.
- I need extra file cabinets for documents and materials.
- We have outgrown the building.
- There is not enough parking for staff and members of the public during business hours.
- It is too loud at times to do work due to the shared workspace.
- It is crowded with 4 desks in the same office.
- Building is too small and no parking.
- I have no windows.
- The roof leaks during heavy rains regardless of how many times we fix it.
- The heating / cooling system does not work properly. Seems like rooms are either too hot or too cold. Our main meeting room / EOC gets very hot when there are more than 6-10 people inside.
- Bathroom ventilation is poor.
- Extremely noisy at times.
- Crowded parking.
- Lacking separate spaces, often interference with volunteers and other visitors to building.

Design Considerations Staff (Future Space):

- Larger secure Lobby.
- Smaller reception window.
- Windows
- Professional
- Storage
- Not being connected to the Lobby. I make lots of phone calls that should not be heard by the general public.
- A storage room.
- Bullet proof glass.
- Larger more comfortable Lobby.
- A more open, less confining office / building floor plan.
- Shower / Locker facilities.
- Break Room
- Gym facility
- Secure parking
- Ability to fuel vehicles.
- Car wash

Design Considerations Clients (Future Space):

- More inviting Lobby.
- Larger public Waiting Room.
- Chairs and maybe a small café style table to sit at when meeting with other people.
- A small private meeting room to meet with families or employees as needed.
- A spacious Lobby for the public.

- A bigger office with a desk where I can have someone sit at to discuss things when needed.
- A larger lobby would be nice.
- More parking for the public and staff.

System Considerations:

- More secure.
- Cameras with sound around all areas of the building.
- Secure parking.
- Overhead paging capabilities throughout the building.
- Card lock
- Cameras
- Paging system
- Surveillance cameras.
- Radio transmissions available throughout.
- Secure areas within building /differing access levels.

Location in 2-Story Building:

- Ground floor location for easy public access
- Wherever the Sheriff is. I think he should be on the ground floor or in an area that is secure but easily accessed by the community or he should have a special meeting area in a less secure part of the building that he can come to so we are not inviting the public into a secure area or into an area that they can overhear or see investigative case info.
- Close proximity to front office staff to assist them when needed.
- Close proximity to the Sheriff.
- On the bottom floor for convenience of the public.
- On the 2nd floor with the rest of the administration. This should be on the Lobby level also.
- Detectives – separate but on same floor as Patrol unit.

Patrol/Sheriff's Office

Location: *5099 Old Highway North, Mariposa, CA 95338*

Overall Staff Comments:

Like (Current Space):

- Nothing
- It's in the middle of town with easy access to the main highways in all directions via back roads so you're not having to drive through the middle of town.
- It's in a convenient location.
- Close proximity to other working supervisors.
- Open space for easy communication with other employees.
- Having other supervisors and subordinates close by for quick decisions.
- It is close to two schools which is ideal in case of a school law enforcement emergency.
- Air conditioning works well.
- Proximity to coworkers.
- No interview / interrogation rooms.
- Deputy room is too small with not enough computers to utilize.

Dislike (Current Space):

- Not enough workspace.
- Building is too small.
- Lack of hot water.
- Inadequate parking.
- Putrid urinal stench from old pipes.
- Small room capacity.
- Close quarters Dispatch area.
- Inadequate storage areas for Deputy equipment, files, evidence, and armory space.
- Parking
- Too small for this department.
- The design of the current building is fine. It is just too small.
- Sergeants office is cramped and cluttered with all with all of the Sergeant's stuff overflowing into other areas. It is used as a Briefing Room. Too much stuff (personnel issues) goes on in the office to continue to allow Patrol staff to sit at Sergeant's desks or use their computers.
- It is an aging building with multiple structural issues.
- There is a Squad Room that is used more as a Meeting Room for other County functions, so it is always occupied. This results in having to conduct briefing in other areas as we have been run out of the Squad Room.
- Lack of privacy.
- Crowded

- Impossible to have confidential conversations.
- Not enough storage space.
- Our office is too close to nearby residences which disturbs them as we are around 24/7.
- Horrible plumbing.
- Windows don't open properly.
- Not enough space between deputies, supervisors, management, and admin staff. This causes lower level employees a feeling of being smothered by supervisors and admin staff.
- Small storage / shop area .
- Small office areas.
- Parking issues.

Design Considerations Staff (Future Space):

- More space for Deputies.
- More room for group interactions.
- Card locks
- There should be a Squad Room, Meeting Room, Training Room, and another room specifically for briefing (computer access / monitors on the wall to review calls for service and training videos).
- Secure parking area.
- Locker Rooms
- Individual offices for supervisors.
- Multiple Briefing Rooms for specialized units.
- Sufficient parking
- Proper locker rooms, gym
- Break / Eating area
- All units of department on one property.
- Designated parking / workspace.

Design Considerations Client (Future Space):

- Comfortable areas that are cool in temperature with nice ventilation.
- Need a Deputy room with sufficient computer terminals for night and day shift to not have to wait for a computer terminal.
- Need an interview room with a specific camera system.
- Private interview room.
- Public restroom in Lobby.
- More comfortable Waiting Room.

System Considerations:

- Card lock for access.
- Passwords
- Security cameras
- Adequate electrical outlets.

- Radio speakers throughout facility.
- Exterior cameras

Location in 2-Story Building:

- 1st floor so we can get to our patrol vehicles more efficiently.
- 2nd floor near the Deputies Room…availability and approachability
- I would like Dispatch, Investigations, and Patrol operations to be on a separate floor from the public Lobby.
- 2nd floor – Not a lot of need to have immediate access to the public (Boating).

Dispatch/Evidence Building

Location: *4963 10th Street, Mariposa, CA 95338*

Overall Staff Comments:

Like:

- Working closely with coworkers.
- Bathrooms are in close proximity to Dispatch.
- Dispatch is easy to get to.

Dislike:

- Pod positions take up too much space in the small room.
- Parking is horrible.
- Equipment is outdated and breaks easily.
- Building is old and does not ventilate very well causing foul odors to linger.
- No windows or adequate natural lighting.
- Bathrooms/Kitchenette is below standards.
- Building is not secure and could easily be broken into through entry ways.
- Rooms are too small for employees to work comfortably.
- Building needs many repairs / maintenance done.
- Outdated public lobby.

Design Considerations Staff:

- Larger workspace.
- More Dispatch pods / positions.
- Adequate filing cabinets.
- New equipment / programs.
- Dispatch lockers / filing drawers for work related paperwork / binders.
- Kitchenette.
- Dispatch restroom with ventilation.
- Larger parking space.
- More electrical outlets.
- Larger work area for Dispatch.
- Updated work consoles with better layout.

Design Considerations Clients:

System Considerations:

- More security measures / cameras.
- Updated CAD and phone systems with headsets that work on all phones.

Location in 2-Story Building:

- Dispatch should be located near Patrol staff since they work closely together on whatever floor is necessary.

General

Location: *Unknown / Multiple*

Overall Staff Comments:

Like:

- Not much.

Dislike:

- Too small.
- Old
- Outdated
- No window.
- Always smells like weed.
- Secluded from main building.
- Heating system does not work properly so it's usually always cold because of the concrete walls.
- Poor layout.
- Plumbing is not great, so it is stinky most of the time.
- Not a secure facility.

Design Considerations Staff:

- More space, storage, unity, windows, unity and togetherness.
- Break Room
- Secure parking area.
- Better perimeter lighting.
- Private bathroom not located in meeting area.
- Tinted control windows.
- Large open locker room / shower facility; gym facility / weight room for employees with exhaust fans.
- Separate Deputy lockers away from other Admin / supervisory lockers. (They should have their own space for open dialogue.)
- Volunteers can wander throughout the facility and into areas that should remain secure at all times.
- A handful of my tasks have information that should not be seen / shared with public. Sharing an office with our volunteers makes that hard at times.
- Secure access and design to allow for public / visitor access to certain areas, such as EOC, but ability to have Sheriff's Office employees access building beyond EOC.
- Large EOC with breakout rooms, dedicated workspace, individual technology capability at each seat, many large TVs, smart boards, central projection.
- Wide hallways so two cops can walk by each other without bumping shoulders or scraping walls.
- A mat room for defensive tactics so that we don't have to use somebody else's facility to train defensive tactics.
- Allow for 25% expansion so that evolving needs / jobs / positions

may be addressed with space.
- It would be nice to have a courtyard off of a kitchen area as we enjoy BBQing for employees during in-house trainings. This way food prep in a kitchen and outside BBQ could be done in one area.

Design Considerations Clients:
- Bigger and more friendly Lobby. We currently have a tiny historical display. We are rich in history and should have a large display area to show our rich history and culture.
- Waiting Room for people who come to get fingerprinted.
- More lockdown cells.
- More food hatches on doors that are tall enough to provide water through.
- No public bathrooms in Lobby. Guests must enter facility to use a restroom.
- More seating.
- Ample visitor / volunteer parking.
- Interview rooms with cameras and sound system.
- Victim Advocate room.

System Considerations:
- Secure facility
- Camera surveillance
- Secure employee parking area
- Better cameras on exterior building / evidence yard areas
- Gated access to employee parking
- Carwash or multiple spigots built near parking lot to allow for trustees to wash lot vehicles.
- Gas pumps onsite
- Card lock and multiple levels of access to certain areas / floors of building. This will help with the multitude of volunteers that currently wander into areas they shouldn't be in.
- CAD screen in certain rooms (locker room, EOC) to view calls for service.
- Dispatch radio calls through speakers throughout the building.

Location in 2-Story Building:
- 2nd floor
- EOC should be on main floor to allow for other department employees and visitors to access EOC but not access other parts of the building. During large scale incidents (wildfires, floods) we have a huge influx of other County department employees entering the facility and working in the EOC.

MARIPOSA COUNTY LAW ENFORCEMENT HEADQUARTERS
OPERATIONS BUILDING STUDY
TARGETED COUNTY AGENCIES

Date: August 2019

To: All Department Staff and Interest Parties

From: Vanir CM, Project Consultants

Subject: Building/Space Survey

As a background, Vanir CM has been retained by Mariposa County to conduct a facility needs assessment and prepare a report referred to as the "Law Enforcement Headquarters' Study". This report is the first phase in exploring the need and economic feasibility of consolidating the targeted agencies/departments into a new headquarters facility. We ask for your assistance in completing this form. The responses provided will aid in the development and direction, of any future facility. Responses will be tallied and included in the final report, and no individual's questionnaire will be distributed. There are 14 subject items that need your input. You may expand your responses on additional pages, if needed. *Note: Please print or write legibly.*

Building Space Survey Form

Name: _____

Title: _____

Agency/Department: _____

Work Division Assignment: _____

Assigned Building Address: _____

1. What do you like about your current space? _____

_____

_____

_____

_____

_____

2. What do you dislike about your current space? _____

3. What do you like about the building you are located in?

4. What do you dislike about this building?

5. What internal work unit or division do you work closest with?

6. What building design considerations would make your job more enjoyable or efficient? *Also see number 11.*

7. What system considerations do you feel should be implemented in the new building (i.e., card lock, cameras, etc.)?

8. What are your client's space needs, and how could they be addressed?

9. If your agency/department were located in a two-story building, where would you recommend locating your department/agency, and why?

10. Please rate the importance of the following building considerations.
(Circle your response)

	Least Important				Most Important
Building Esthetics	1	2	3	4	5
Non-Institutional Design	1	2	3	4	5
Single Complex (under one roof)	1	2	3	4	5
Campus Plan (multiple buildings on same site)	1	2	3	4	5
Multi-Story Building	1	2	3	4	5
Natural Lighting	1	2	3	4	5
Operable Windows	1	2	3	4	5
Public Lobby	1	2	3	4	5
Staff Only Entrance	1	2	3	4	5
Private Offices	1	2	3	4	5
Standardized Furniture	1	2	3	4	5
Staff Lunch/Break Room	1	2	3	4	5
Conference Room(s)	1	2	3	4	5
Client Interview/Counseling Rooms	1	2	3	4	5

Multi-Purpose Rooms	1	2	3	4	5
Storage Rooms	1	2	3	4	5
Central Copy/Supplies/Mail Room	1	2	3	4	5
Separated Staff and Public Restroom	1	2	3	4	5
Exercise/Weight Room	1	2	3	4	5
Sound Control/Acoustics	1	2	3	4	5
Carpeting	1	2	3	4	5
Interior Designer Color Scheme	1	2	3	4	5
Vending Machines	1	2	3	4	5
Ice Machine	1	2	3	4	5
Coffee Service	1	2	3	4	5
Landscaping	1	2	3	4	5
Courtyards	1	2	3	4	5
Private Staff Parking	1	2	3	4	5
Building Paging System	1	2	3	4	5
Staff Duress Alarm System	1	2	3	4	5
Video Surveillance System	1	2	3	4	5
Staff Key-Card Lock System	1	2	3	4	5
Ergonomic Considerations	1	2	3	4	5
Co-Ed Locker Room w/Private Changing Rooms	1	2	3	4	5

Write-In

_____	1	2	3	4	5
_____	1	2	3	4	5
_____	1	2	3	4	5
_____	1	2	3	4	5
_____	1	2	3	4	5
_____	1	2	3	4	5

11. Check the response(s) that apply to you:	Yes	No	Occasionally
Do you car-pool to work?	❑	❑	❑
Do you bike to work?	❑	❑	❑
Do you require a parking space?	❑	❑	❑
Does your job require off-site work?	❑	❑	❑
Does your job allow telecommuting from home?	❑	❑	❑
Do you eat lunch at work?	❑	❑	❑
Do you eat lunch in the lunchroom?	❑	❑	❑
Do you eat lunch at your workstation/ office?	❑	❑	❑

12. Furniture/Equipment Inventory:

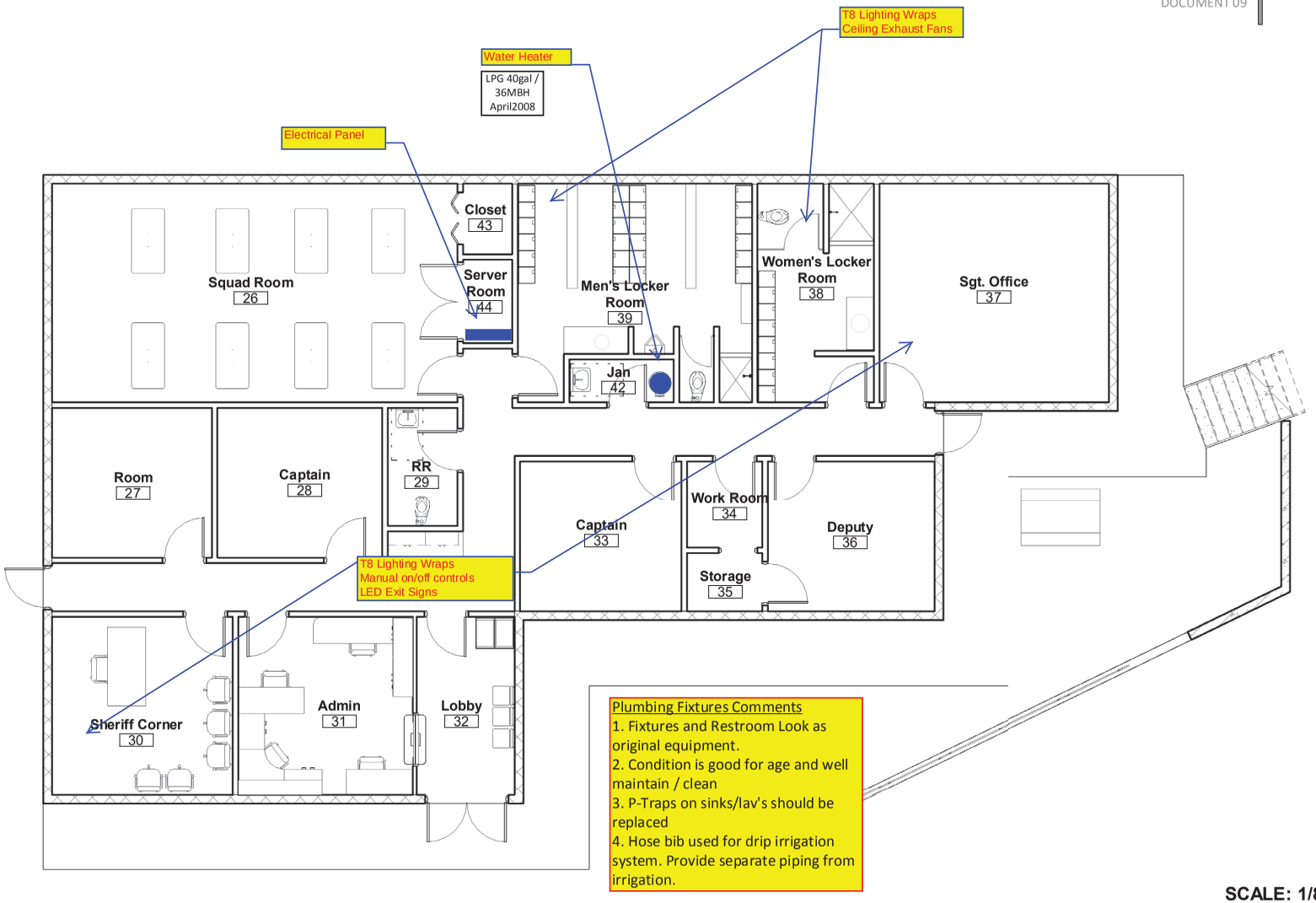
Write-in the number of inventory items that currently applies to your work area. Write-in any inventory not listed.

Desk	Desk Return	Desk Chair
Side Chair	Credenza	Cubicle
File Cabinet – 2-Drawer	File Cabinet – 4-Drawer	File Cabinet – 5-Drawer
File Cabinet – 30" Lateral	File Cabinet – 36" Lateral	Storage Cabinet
Table	Computer Table/Stand	Computer
Fax Machine	Printer	Copier
Telephone	Radio	TV
Conference Table	Conference Chairs	White Board
Bookcase	Waste Basket	Coat Rack

13. Generally, what is the condition of your office furnishings? (Circle one)

Good – Furnishings are in good working order and condition	**Fair** - Furnishings acceptable but need some maintenance	**Not So Great** - Needs a lot of maintenance or is inadequate

14. Please describe or draw your ideal workspace.



1 Floor Plan - Sheriff Center
1/8" = 1'-0"

SCALE: 1/8" - 1'-0"

0 8 16 24

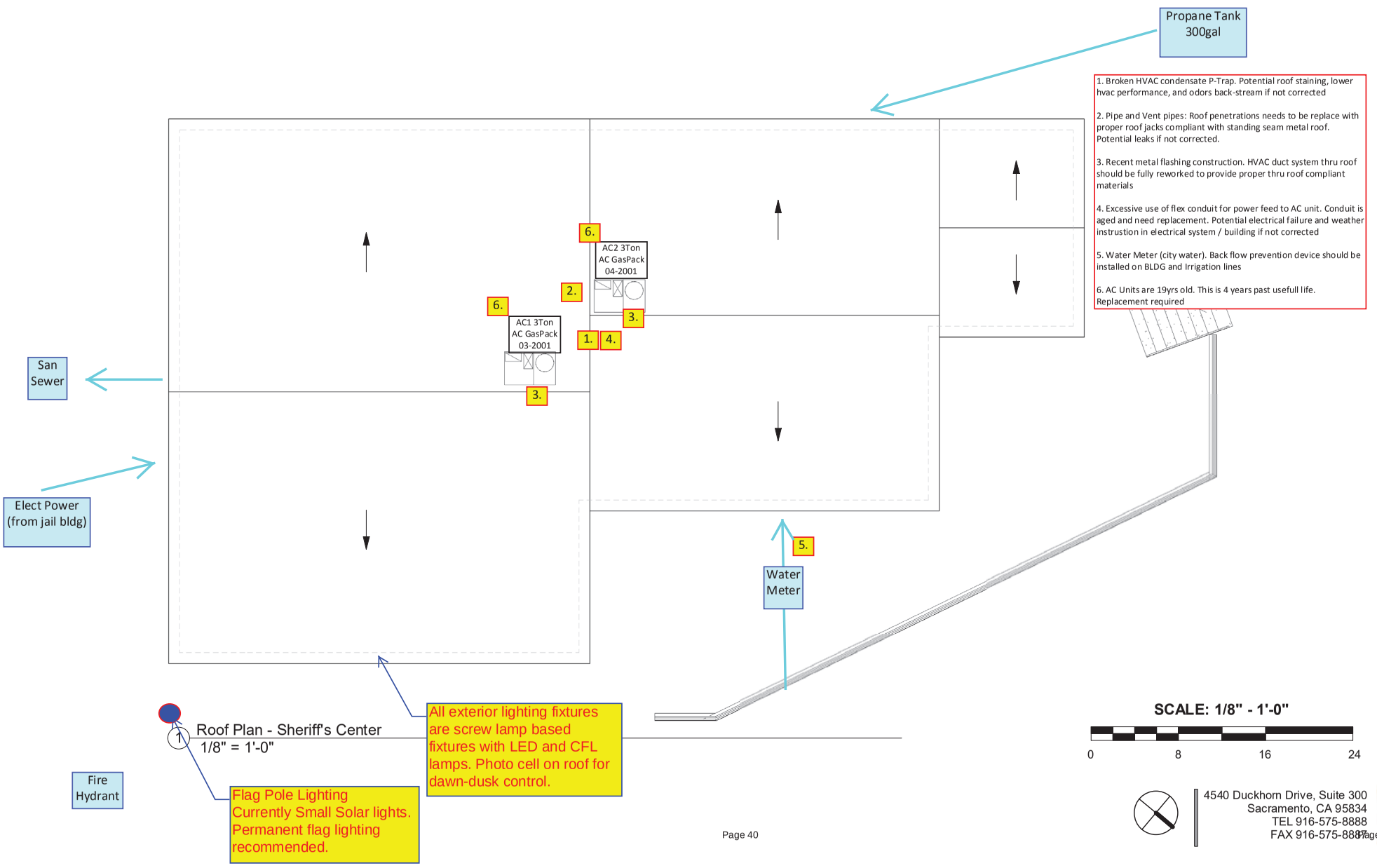
Mariposa County Sheriff's Law Enforcement Headquarters Facility
Mariposa County
04.07.20

4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
TEL 916-575-8888
FAX 916-575-8887

Sheet No. **A107**

Roof Plan - Sheriff's Center

Mariposa County Sheriff's Law Enforcement Headquarters Facility
Mariposa County
04.07.20



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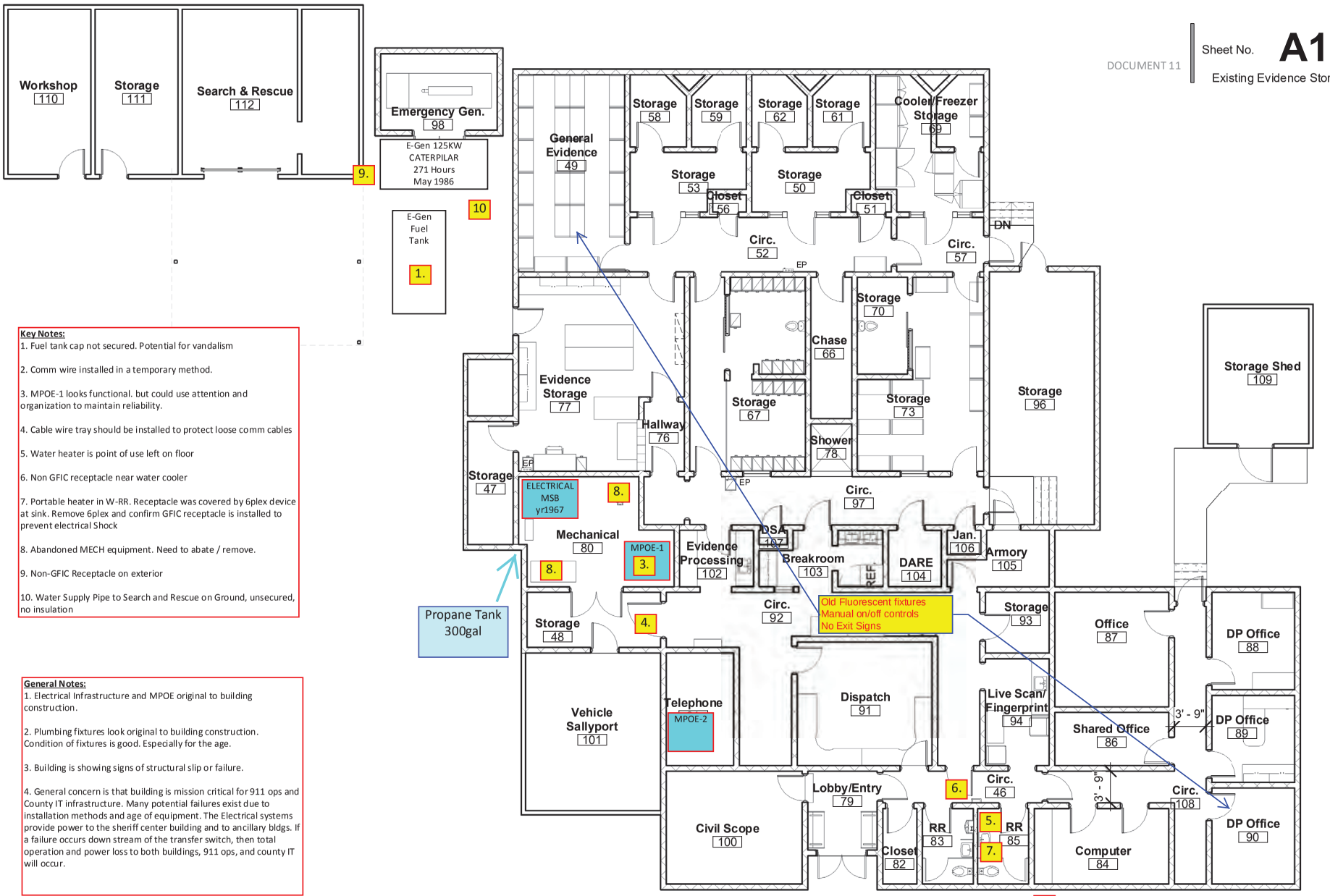

Key Notes:

1. Fuel tank cap not secured. Potential for vandalism
2. Comm wire installed in a temporary method.
3. MPOE-1 looks functional. but could use attention and organization to maintain reliability.
4. Cable wire tray should be installed to protect loose comm cables
5. Water heater is point of use left on floor
6. Non GFIC receptacle near water cooler
7. Portable heater in W-RR. Receptacle was covered by 6plex device at sink. Remove 6plex and confirm GFIC receptacle is installed to prevent electrical Shock
8. Abandoned MECH equipment. Need to abate / remove.
9. Non-GFIC Receptacle on exterior
10. Water Supply Pipe to Search and Rescue on Ground, unsecured, no insulation

General Notes:

1. Electrical Infrastructure and MPOE original to building construction.
2. Plumbing fixtures look original to building construction. Condition of fixtures is good. Especially for the age.
3. Building is showing signs of structural slip or failure.
4. General concern is that building is mission critical for 911 ops and County IT infrastructure. Many potential failures exist due to installation methods and age of equipment. The Electrical systems provide power to the sheriff center building and to ancillary bldgs. If a failure occurs down stream of the transfer switch, then total operation and power loss to both buildings, 911 ops, and county IT will occur.

1 Floor Plan - Evidence Storage
3/32" = 1'-0"

SCALE: 3/32" - 1'-0" 2.

0 32 64 96

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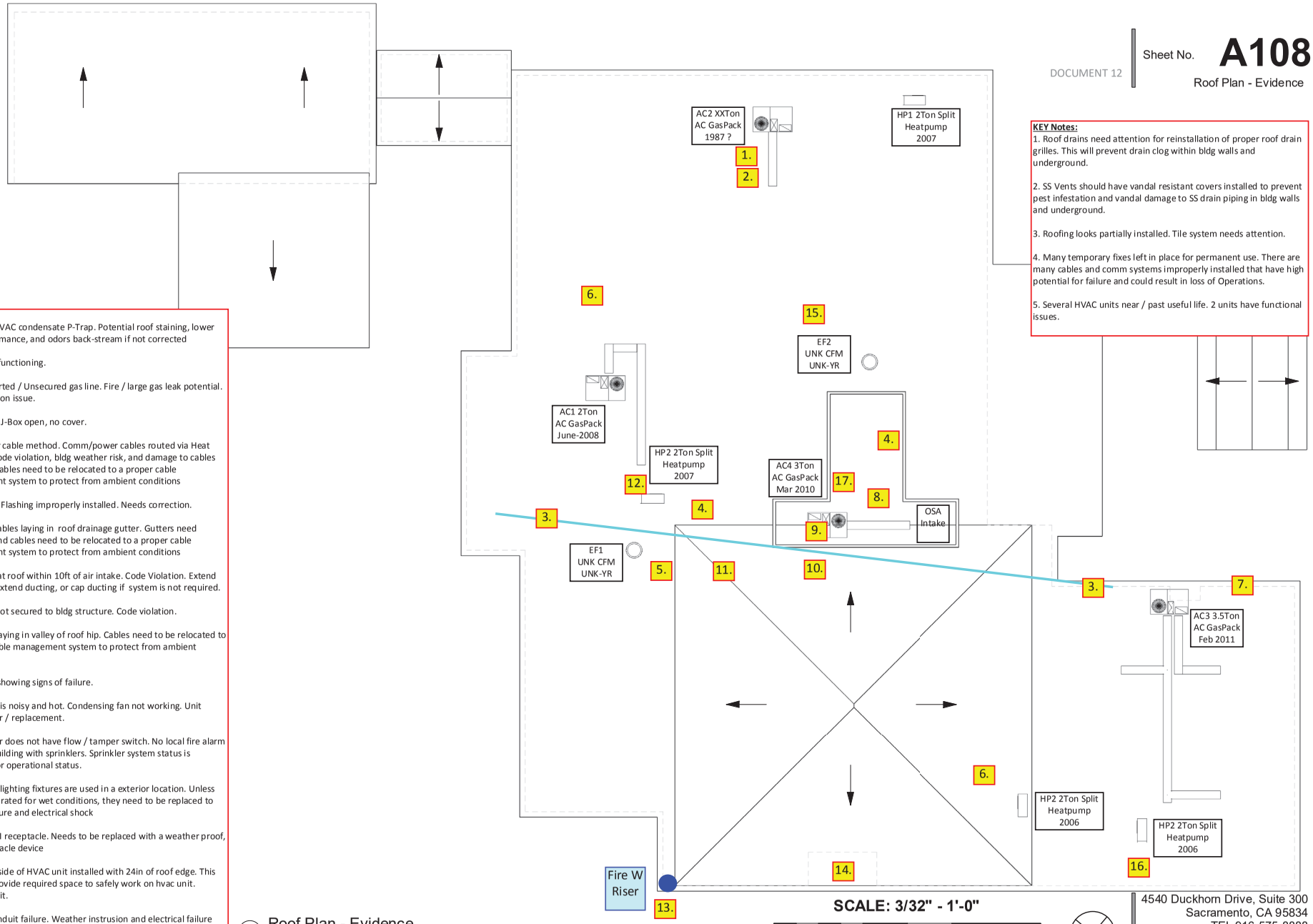
Mariposa County Sheriff's Law Enforcement Headquarters Facility
Mariposa County
04.07.20

Sheet No. **A108**

Roof Plan - Evidence



KEY Notes:

1. Broken HVAC condensate P-Trap. Potential roof staining, lower hvac performance, and odors back-stream if not corrected

2. Unit not functioning.

3. Unsupported / Unsecured gas line. Fire / large gas leak potential. Code violation issue.

4. Electrical J-Box open, no cover.

5. Improper cable method. Comm/power cables routed via Heat vent cap. Code violation, bldg weather risk, and damage to cables potential. Cables need to be relocated to a proper cable management system to protect from ambient conditions

6. Pipe Jack Flashing improperly installed. Needs correction.

7. Comm cables laying in roof drainage gutter. Gutters need servicing, and cables need to be relocated to a proper cable management system to protect from ambient conditions

8. SS Vent at roof within 10ft of air intake. Code Violation. Extend vent pipe, extend ducting, or cap ducting if system is not required.

9. AC Unit not secured to bldg structure. Code violation.

10. Cables laying in valley of roof hip. Cables need to be relocated to a proper cable management system to protect from ambient conditions.

11. Roof is showing signs of failure.

12. AC Unit is noisy and hot. Condensing fan not working. Unit needs repair / replacement.

13. Fire riser does not have flow / tamper switch. No local fire alarm panel for building with sprinklers. Sprinkler system status is unknown for operational status.

14. Interior lighting fixtures are used in a exterior location. Unless fixtures are rated for wet conditions, they need to be replaced to prevent failure and electrical shock

15. Non GFI receptacle. Needs to be replaced with a weather proof, GFIC receptacle device

16. service side of HVAC unit installed with 24in of roof edge. This does not provide required space to safely work on hvac unit. Relocate unit.

17. Flex conduit failure. Weather instrusion and electrical failure potential if not repaired.

KEY Notes:

1. Roof drains need attention for reinstallation of proper roof drain grilles. This will prevent drain clog within bldg walls and underground.

2. SS Vents should have vandal resistant covers installed to prevent pest infestation and vandal damage to SS drain piping in bldg walls and underground.

3. Roofing looks partially installed. Tile system needs attention.

4. Many temporary fixes left in place for permanent use. There are many cables and comm systems improperly installed that have high potential for failure and could result in loss of Operations.

5. Several HVAC units near / past useful life. 2 units have functional issues.

1 Roof Plan - Evidence
3/32" = 1'-0"

SCALE: 3/32" - 1'-0"

0 32 64 96

Mariposa County Sheriff's Law Enforcement Headquarters Facility

Mariposa County

04.07.20

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MARIPOSA COUNTY
SHERIFF'S OFFICE BUILDING PHOTOGRAPHS

Exterior - Front

Exterior - Side 1

Exterior - Side 2

Exterior – Rear Carport

Exterior - Parking

Exterior- Carport & Propane Tank

Exterior Side - Stair, Footing Erosion

Roof - HVAC Units 1 and 2

Roof - HVAC Unit 2

Roof - HVAC Unit 1

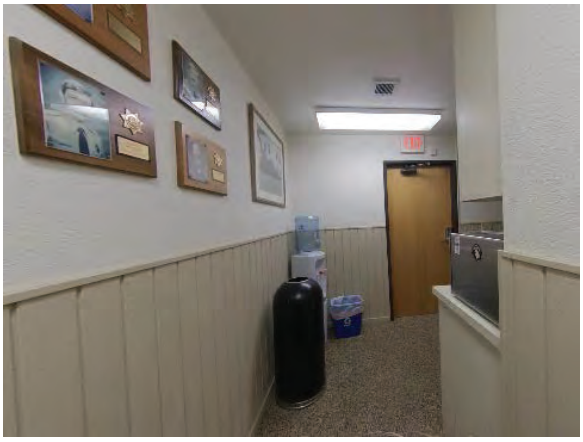
Exterior - Plaster/Gutter/Downspouts/
Exterior – Louvers/Vents

Exterior - Louvers

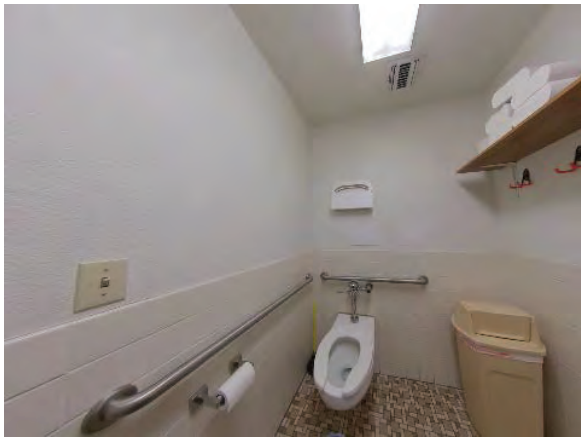
Lobby - Door Clearance

Lobby - Entrance

Hallway - Deputy/Sergeant



Hallway - Water Cooler



Public Restroom - Non-Accessible

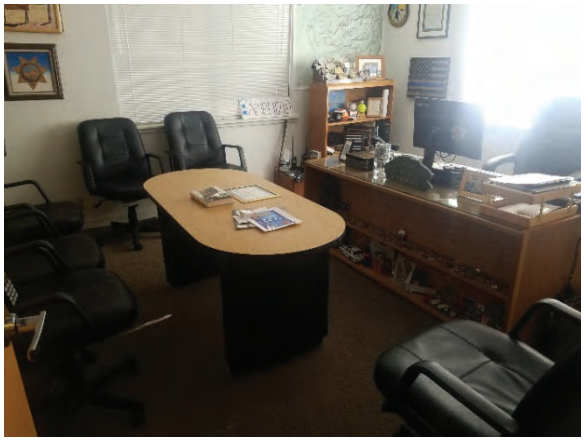
Men's Locker - Non-Accessible

Men's Locker Shower & Toilet - Non-Accessible

Women's Locker Room - Non-Accessible

Sergeant Office - Open Area

Deputy Office - Equipment



Sheriff Office - Private

Squad Room - Multi-Purpose

Work Room - Cramped

Attic - Poor Insulation

MARIPOSA COUNTY EVIDENCE BUILDING PHOTOGRAPHS

Exterior Front - Evidence/911-Dispatch

Exterior Front - Parking

Exterior Side View - IT

Rear - Evidence

Exterior - Evidence Entry
Hardware and Canopy Support - Non-ADA

Exterior Carport Propane Tank

Evidence Entry – Generator

Exterior - Ice Machine

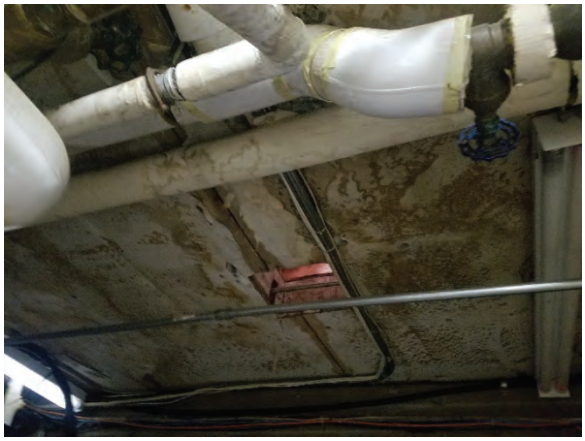
Exterior - Search and Rescue (Front)

Exterior - Search and Rescue Carport

Exterior - Search and Rescue (Side View)

Exterior - Vehicle Sallyport and Propane Tank

Exterior Store Room #96



Exterior Store Room #96

Exterior Storage - Front of Mechanical Room

Exterior - Generator Outbuilding (Rear)

Generator (Rear)

Generator (Side)

Exterior Concrete Wall in Poor Condition

Exterior Concrete Wall -
Top of Wall in Poor Condition

Roof

Skylight - Cracked

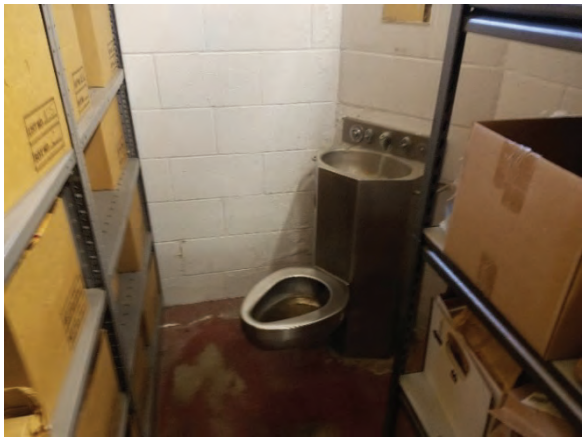
Roof Above IT - HVAC and Ducts on Roof

Roof and Communications Tower

Evidence Cooler and Freezer Storage

Corridor at Evidence Storage

Evidence Storage at Barred Cells



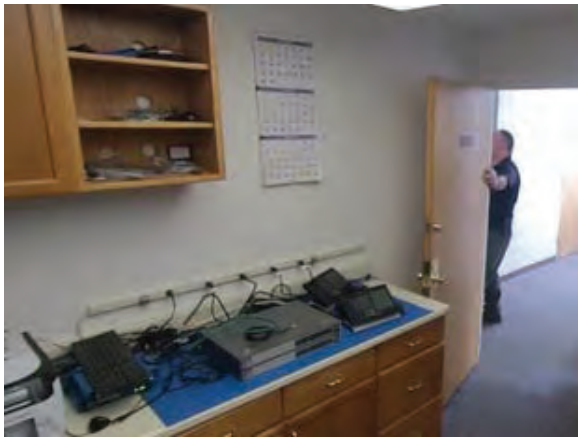
Evidence Storage – Jail Cell

Evidence Office - Electrical Panel

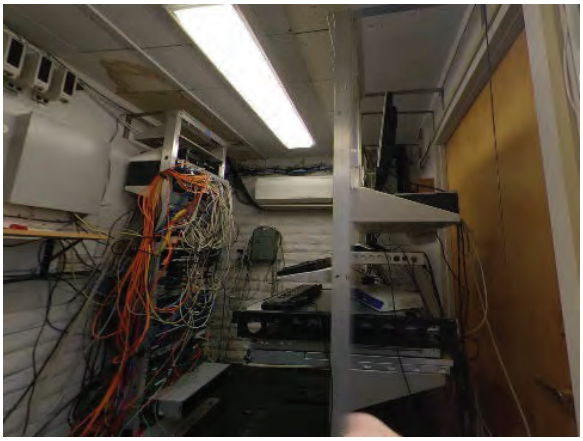
Evidence/Dispatch/Live Scan
Sink Splash, Computer

Lobby Entry
Non- Accessible Counter, Brochure, Doors

Telephone Room



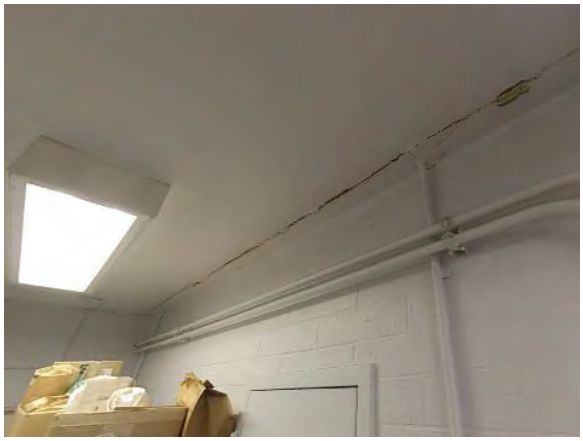
IT Room
Non-ADA Door Clearance and Hardware



IT Data Room
Two Doors, Ceilings Stained From Leaks

Closet and Plumbing Controls

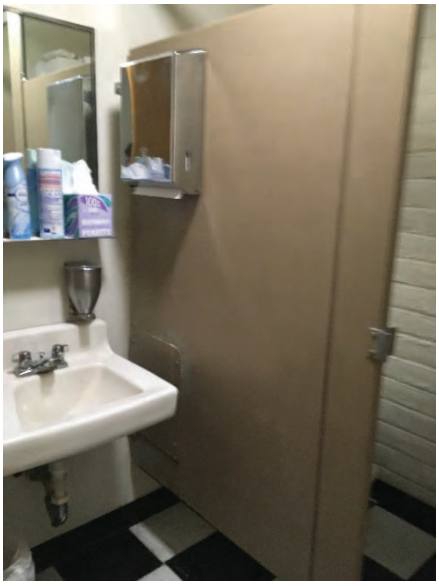
Mechanical Room - Evidence Storage



Structural Cracks at Ceiling

Interior Structural Crack

Hallway Doors
Hardware, Clearances, Non-ADA



Toilet Room – Non-ADA Compliant

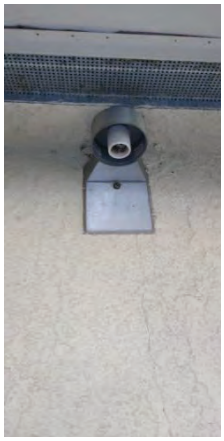
MARIPOSA COUNTY SHERIFF'S OFFICE BUILDING
ELECTRICAL & HVAC INSPECTION

Roof AC Units
Flex conduits failed. Flashing not conforming to SS metal roof. Pipe, ducts, attachments through roof, no pipe jacks. Roof caulking.

Roof AC Units
Intake air too close to plumbing vent.

Roof Gutters
Clean and good condition.

Roof Gutters



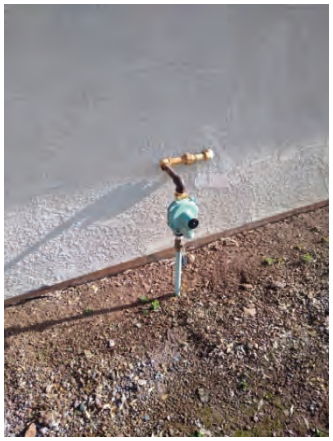
Exterior Lighting Fixtures

Exterior Lighting Fixture

Water Meter

Storm Drain Clean Out

Gas LPG Tank

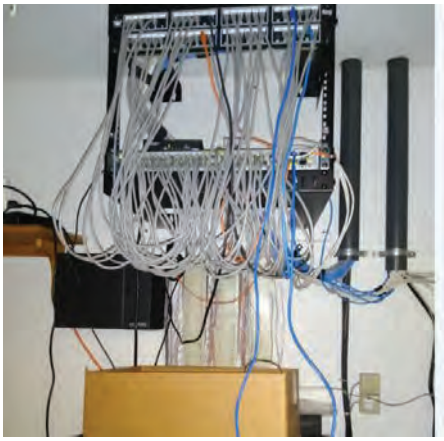


LPG Regulator

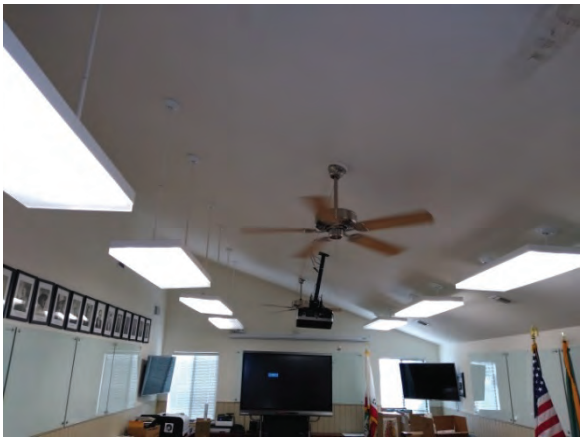
Sanitary Sewer Exit and Cleanout

Hose Bib
Provide pipe from irrigation system.

Main Electrical



IDF System & MPOE

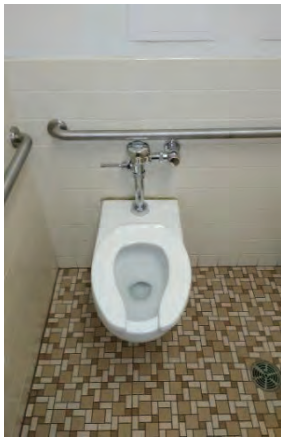


Interior Lighting

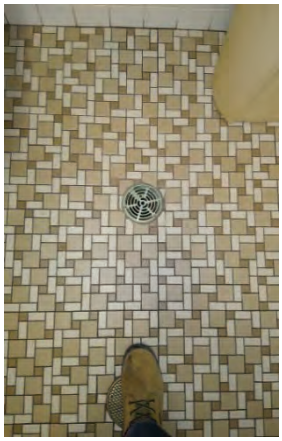
Interior Lighting

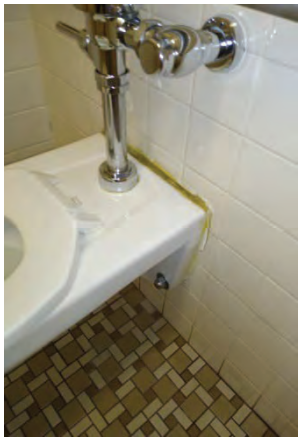
Interior Lighting

Interior Lighting



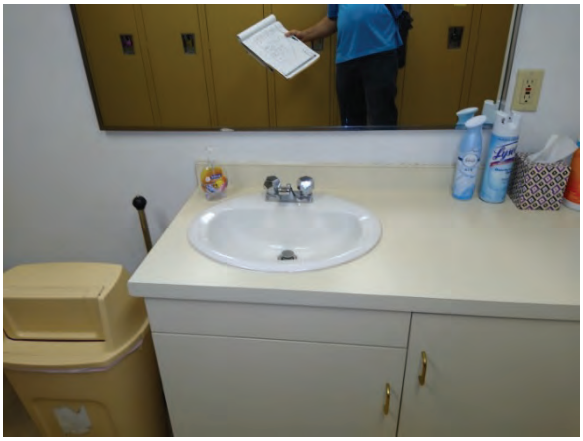
Plumbing Fixture



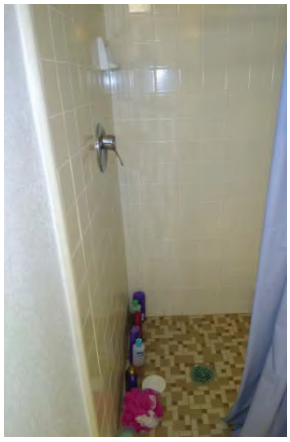
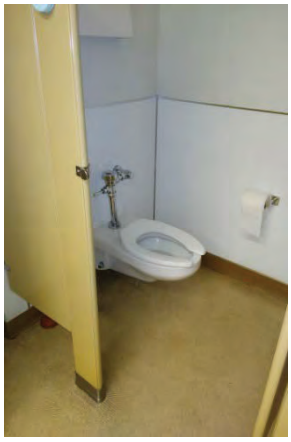


Plumbing Fixture

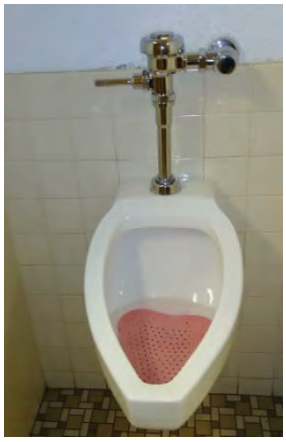
Plumbing Fixture



Plumbing Fixture

Plumbing Fixture



Plumbing Fixture

Plumbing Fixture

Plumbing Fixture

Site Utility Fire

Site Utility Water

Site Utility Sanitary Sewer

Site Utility Electric

Storm Drain Discharge

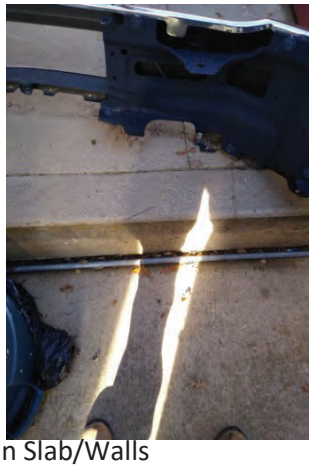
Flagpole Lighting

MARIPOSA COUNTY SHERIFF'S EVIDENCE BUILDING
ELECTRICAL AND HVAC INSPECTION

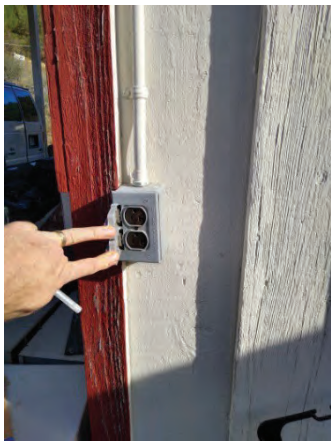
Emergency Generator
Low hours, past useful life.

Emergency Generator

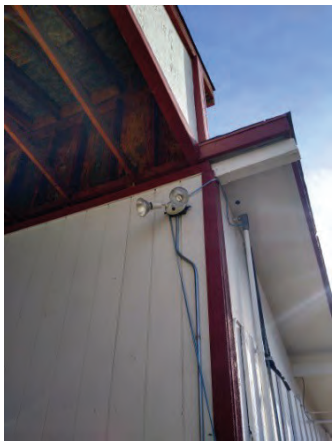
EGEN Diesel Fuel Tank



Water Pipe on Slab/Walls
Insulation has fallen off. Interior type (freeze issue).
Pipe lays across walking step
(unsecure/damage potential)



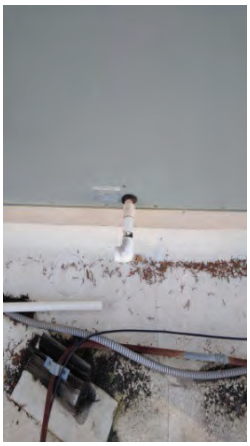
Non-GFIC (Exterior)



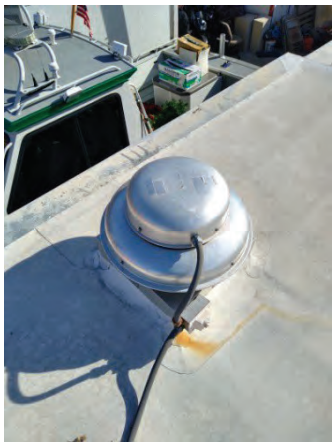
Exterior Lighting

Overhead Electrical (Serves Both Buildings)
Service wires are in fair condition.

AC Unit - Evidence Office
Unit operational.
Approximately three years remaining life.



AC Unit - Evidence Storage
Unit non-functional. Estimated 33 years old.



Exhaust Fan (Above Room 47)
Unit is old.

Heat Pump (Temperature Controlled Storage)
Unit operational.
Approximately two years remaining life.

Exhaust Fan
Unit is old. Operation status unknown.
Receptacle non-GFIC. Conduit failed.

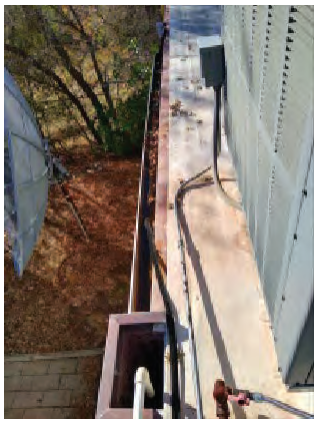
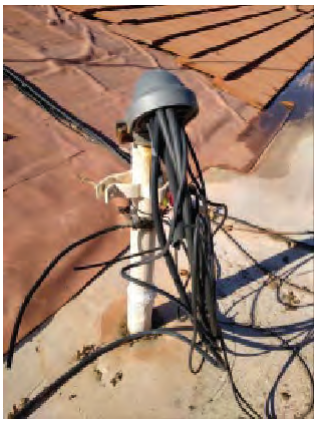
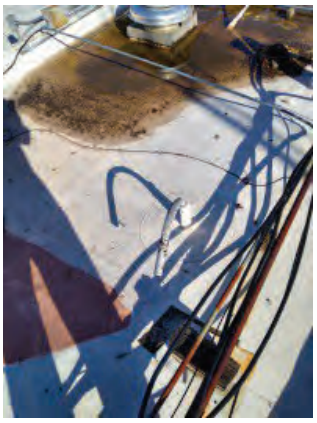
Exhaust Fan (Electrical Room)
Unit is old. Operation status unknown.

Heat Pump (IDF/Server Room)
Unit operational.
Approximately two years remaining life.

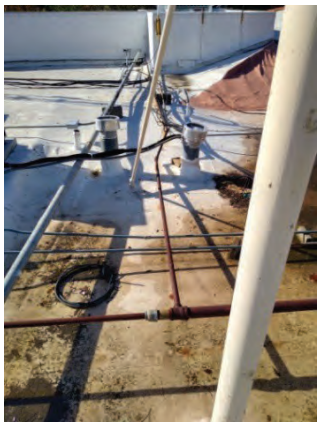
Heat Pump #2 (IDF/Server Room)
Unit operational. Approximately two years remaining life. Too close to roofs' edge to service.

AC Unit (IT Offices)
Unit operational. Approximately six years remaining life. Too close to roofs' edge to service.

AC Unit - 911 Operations
Unit operational. Approximately five years remaining life. Unit not secured to building. Air intake too close to plumbing vent.

Electrical (Various)
Open J-Boxes. Cable/Wire in roof valley. Cable/Wire in gutter. Cable Management and protection.



Gas Pipe (Roof)
Gas pipe is not supported or secure. Failure is likely to occur.

Wire Routing
Heat vent used for wire chase. Cables laying against sharp edge.

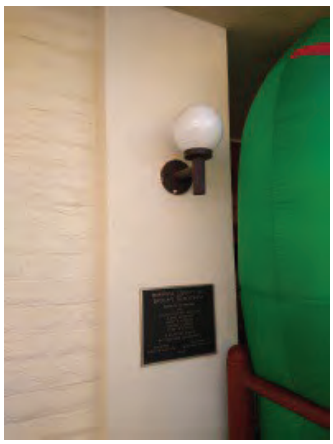
Pipe roof jack improperly installed.

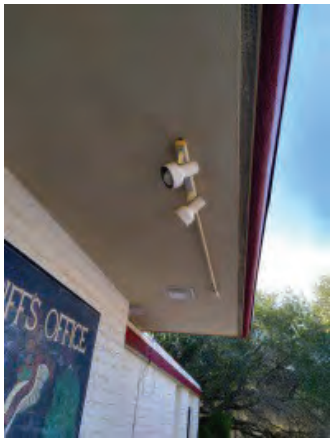
Roofing Failure
Roof sheeting has delaminated. Roof tiles are stored in mechanical well.

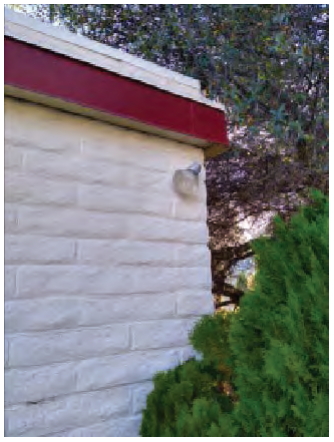
Roof Drain
Various roof drain grilles. Drain clearing required.

LPG Gas Tank
Tank – No issues. Gas pipe riser is not secured.

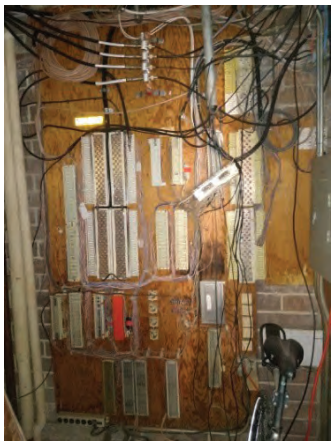
Exterior Wiring
Unknown cable routed on front of building, subject to weather, damage, and vandalism.



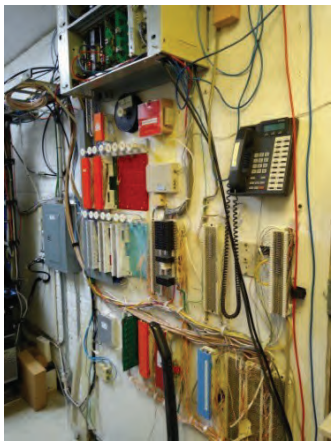




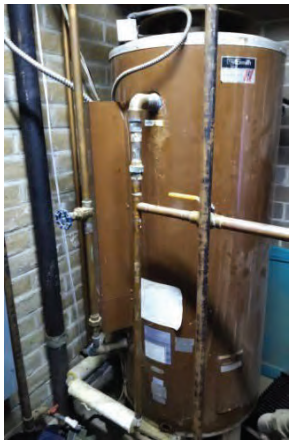
Exterior Lighting
Various fixtures w/LED lamps. Outdoor track lighting uses interior fixtures.



MPOE (Elec/Mech Room)
Overall fair condition for age.
Cable management to be reviewed.

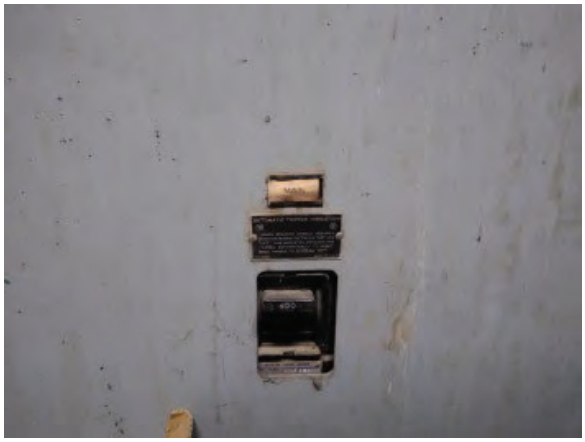


MPOE Interior

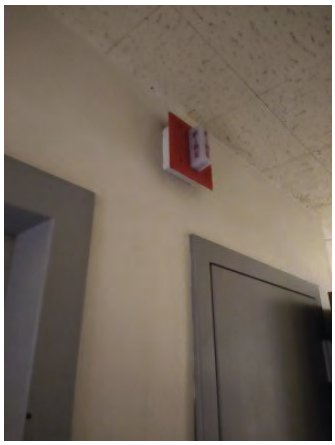
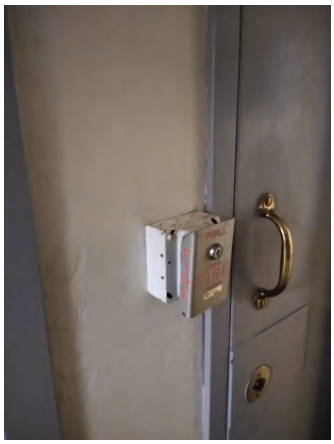


Electrical/Mechanical Room
Old mechanical units abandoned in place.

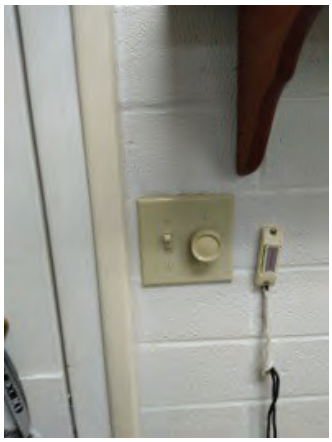
Electrical Main MSB
Poorly labeled.



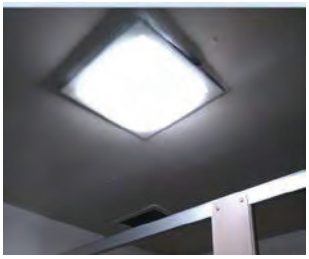
Electrical Main MSB
MSB Is original to building. No service labels.
Potential electrical failure of both buildings if unit not serviced.

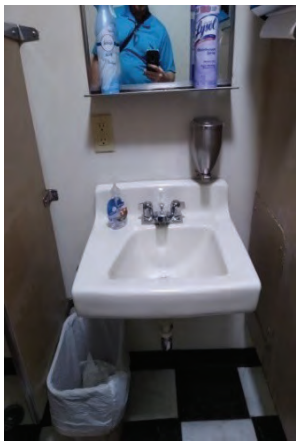
Fire Riser/Sprinkler System
No tamper/flow SW on riser. Flow switch in corridoor. No fire alarm panel.

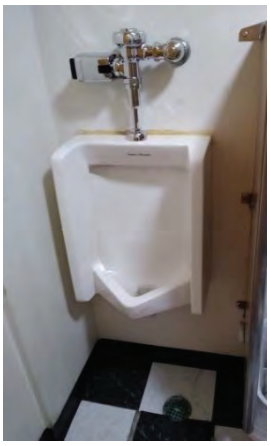


Interior Lighting



Interior Lighting
Mix of office and secure type lighting fixtures. Fluorescent type in most locations.
Manual Lighting Controls, with one relay control panel.





Plumbing Fixtures

Plumbing Fixtures
Non-GFIC receptacle near water cooler.
Water heater on floor.

MARIPOSA COUNTY SHERIFF'S OFFICE
MAIN ADMINISTRATION BUILDING
2023 PHOTOGRAPHS

Squad Room Entrance

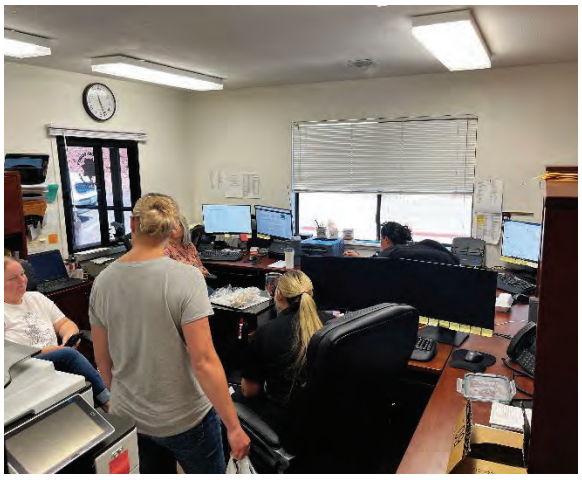
Squad Room is cramped.

Ceiling has visible water damage and is in need of repair.

Office is cramped and too small for needs. Flooring is in need of replacement.

Interior Lighting Fixtures

Interior Lighting Fixture



Office space is too cramped for current needs.

MARIPOSA COUNTY SHERIFF'S OFFICE
DISPATCH CENTER BUILDING
2023 PHOTOGRAPHS

Dispatch Center Entrance

Exterior View

Exterior View

Exterior View

Exterior Wall Finish Cracking

Exterior Wall Finish in Need of Repair

Exterior Wall

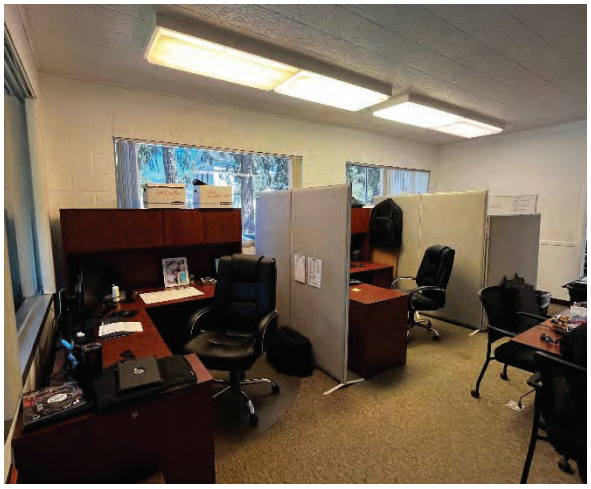
Exterior Wall in Need of Repair

Exterior Wall Close Up

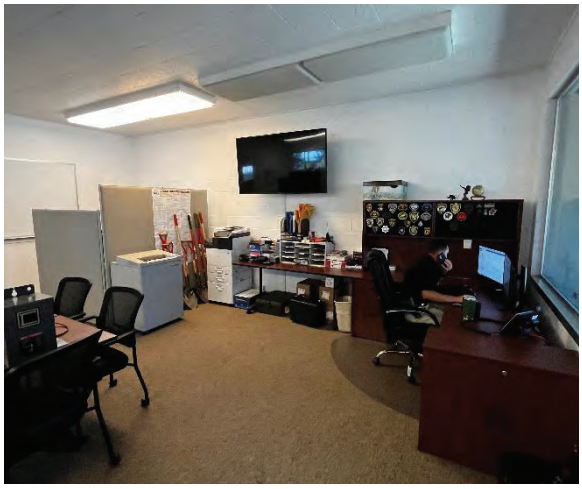
MARIPOSA COUNTY SHERIFF'S OFFICE
DETECTIVE UNIT
2023 PHOTOGRAPHS

Detective Unit Entrance

Detective Unit Entrance



Cubicles are cramped and insufficient for needs.

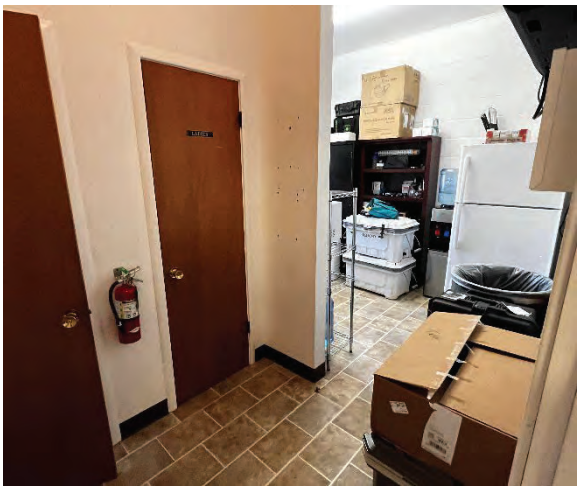


Office space lacks separation for privacy and noise reduction.

Conference area cramped and insufficient for needs.

Office Space

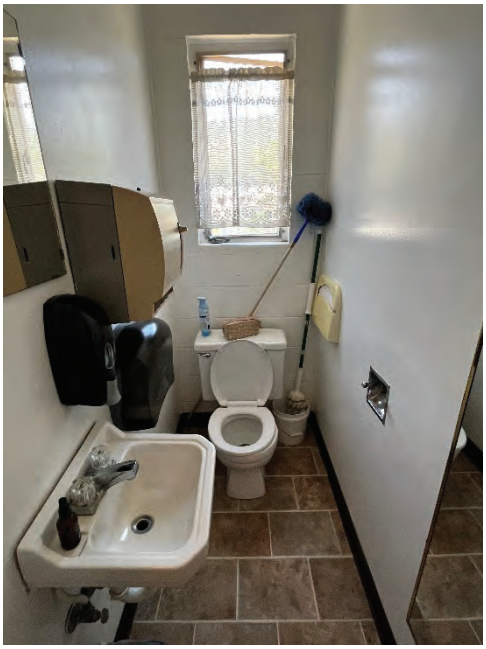
Room lacks sufficient organization for purpose.



Hallway is cluttered and lacks adequate storage.

Restrooms

Restroom



Restroom

Shared office area and conference space inadequate for needs.

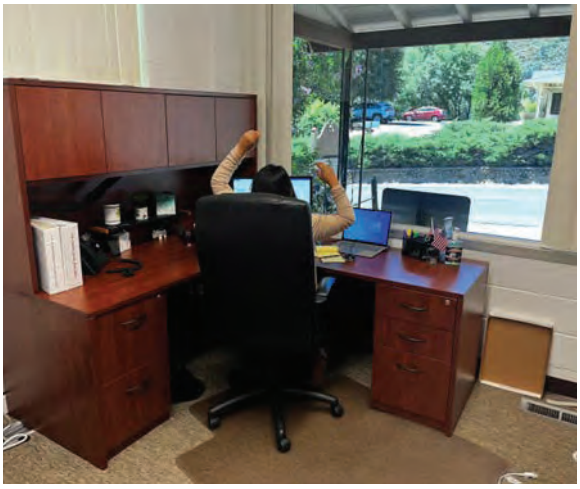
Shared office area and conference space lacks sufficient separation for privacy and noise reduction.

MARIPOSA COUNTY SHERIFF'S OFFICE
OFFICE OF EMERGENCY SERVICES (OES)
2023 PHOTOGRAPHS

OES Entrance

Office Entrance

Conference Room is too cramped for needs.



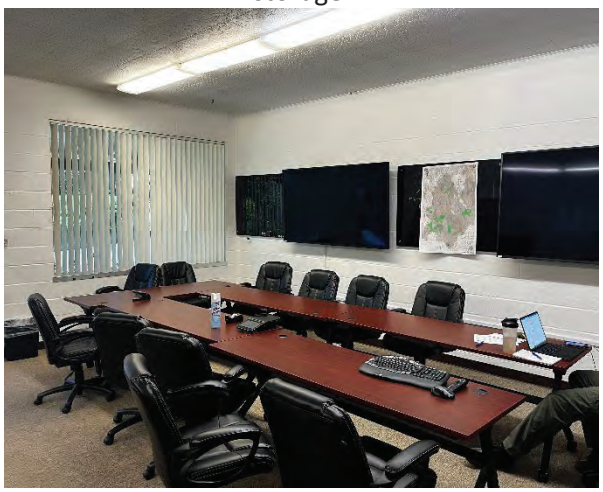
Office area

Office area is cramped and lacks space for organization.

Office area lacks adequate storage for needs.

Copy Room lacks organization and adequate storage.

Restroom



Conference Area is too small for needs.

Exterior landscaping needs updating.

MARIPOSA COUNTY SHERIFF'S OFFICE
ANNEX BUILDING
2023 PHOTOGRAPHS

Drive Entrance to Annex Building

Drive Entrance to Annex Building

Drive Entrance to Annex Building

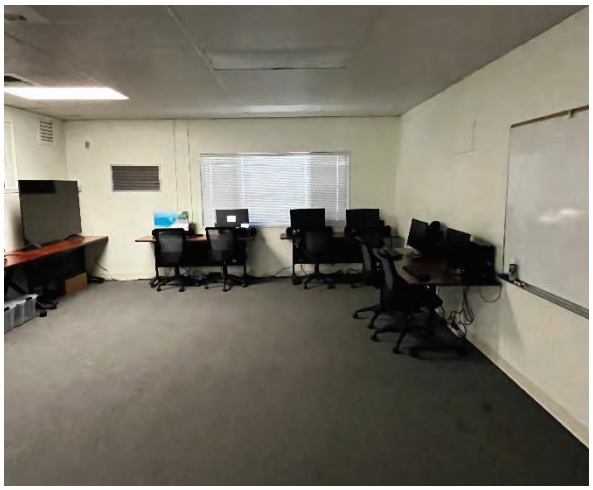
Exterior Entrance

Office area lacks separation from conference area.

Conference area

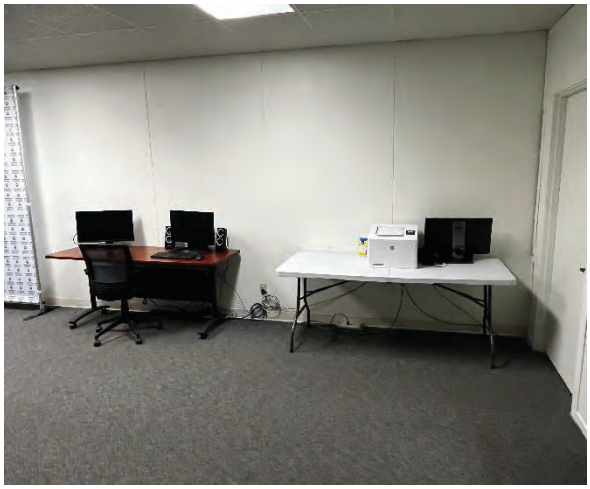
Break Room

Break Room is in open area with offices and conference space.



Workstations lack separation for privacy and noise reduction.

Televisions in open office space and conference area.



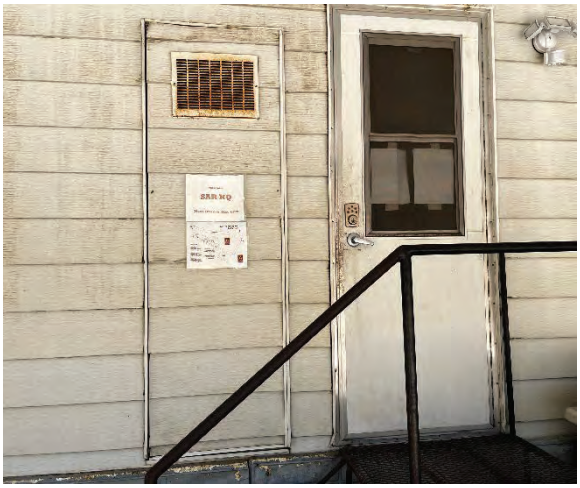
Printing prep area lacks organization or storage.

MARIPOSA COUNTY SHERIFF'S OFFICE
SEARCH & RESCUE HEADQUARTERS BUILDING
2023 PHOTOGRAPHS

Building Exterior

Building Exterior and Parking

Covered Patio



Exterior Entrance

Signage

Hallways used for storing files.

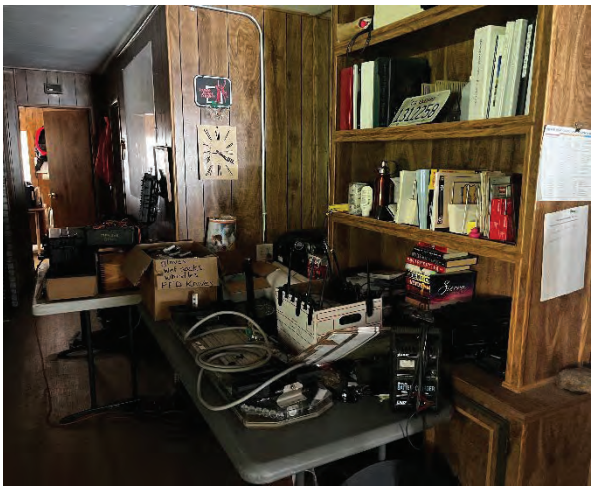
Restroom

File storage is inadequate for needs and is not secure.

Break Room

Break Room

Break Room lacks adequate organization and storage.



Office area lacks room for organization.

Meeting Room

Insufficient organization and storage space

Meeting Room lacks adequate storage space and temperature control.

Meeting Room display and organization.

Office space lacks adequate storage and secure filing system.

Restroom entrance

Inadequate storage system

Restroom used for janitorial supplies and storage.

Insufficient storage and organization for needs.

Radio Room Entrance

Parking area needs resurfacing.

Building Exterior

Vehicle Maintenance Shed lacks sufficient organization.

Vehicle Maintenance Shed

Vehicle Maintenance Shed lacks sufficient organization.

Storage for large equipment in Vehicle Maintenance Shed.

MARIPOSA COUNTY SHERIFF'S OFFICE
BUSINESS OFFICE BUILDING
2023 PHOTOGRAPHS

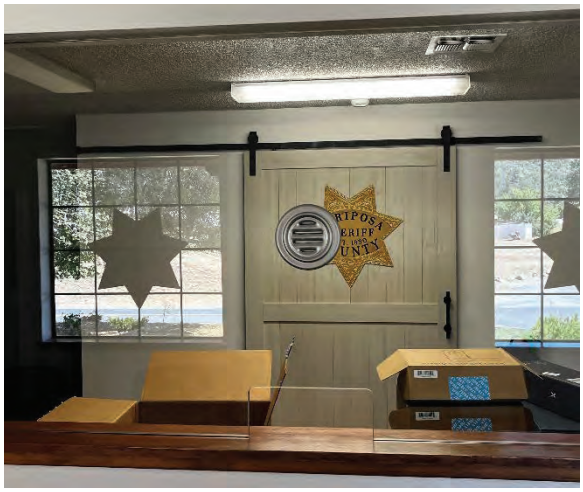
Building Exterior Signage

Building Exterior Drive

Private Entrance

Exterior Entrance

Lobby



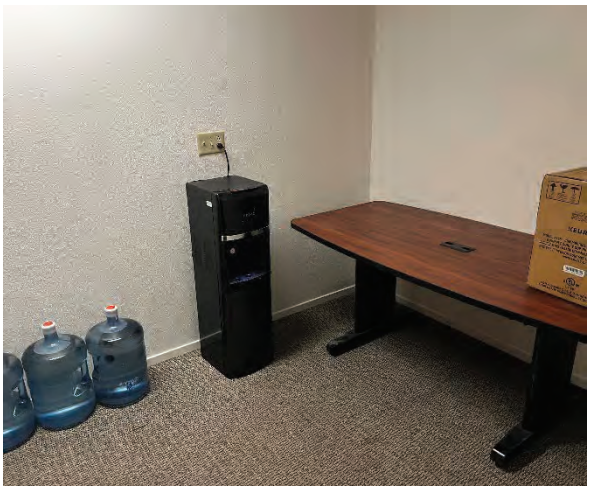
Reception

Workstations

Cubicle Partition

Work area

Items stored in walkway



Break Room lacks adequate organization.

Break Room

Items stored on Break Room counter.

Break Room lacks refrigerator.

Bookcase used for open storage.

Work area

Hallway used for storage.

PHASE 2: CONCEPTUAL DESIGN

In this second phase Vanir conducted a space needs analysis that evaluated current and future needs and defined the anticipated life cycle of the new facility. The space needs analysis incorporated space standards based on similar facility types, including site area requirements, which resulted in two conceptual designs.

NEW SHERIFF'S LAW ENFORCEMENT HEADQUARTERS VISION

The following vision, mission, values and goals of the Mariposa County Sheriff's Office were taken into consideration when developing the overall vision of the project.

- **Mariposa County Sheriff's Office Vision** is:
  - To provide a quality service that ensures a safer environment for all residents and visitors, while recognizing, adapting and responding to the changing needs of our community.
  - To provide an atmosphere that fosters open communication, creativity and productivity among all employees.
  - To enhance our partnership with the community through involvement, accessibility and to promote healthy family and community values.
- **Mariposa County Sheriff's Office Mission Statement** is to control, prevent and reduce crimes in our communities while being safe, transparent and professional.
- **Mariposa County Sheriff's Office Value Statement:** We respect and recognize the integrity and dignity of all individuals. We dedicate ourselves to the performance of our duty under the Constitution, God and the Public we serve.
- **Goals:**
  - Create an inviting location that welcomes the citizens of Mariposa County to interact and transact business with the Sheriff's Office.
  - Create trust between the citizens of the County and the Sheriff's Office.
  - Present a professional image to the public.
  - Demonstrate the pride and professionalism of the members of the Sheriff's Office.
  - Encourage communication and collaboration between the individual units of the Sheriff's Office in accomplishing the Sheriff's Mission and Vision statements.
  - Create through the design of the facility, effective and productive systems that cause efficiencies and increased productivity in the service to the citizens.
  - Provide a quality, healthy, inspiring workplace for the employees of the Sheriff's Office.

SITE SUSTAINABILITY

The Sheriff's Office and the County have identified a site to locate the new Law Enforcement Headquarters. The following community sustainability goals are taken into account:

- Ensure facility is located as centrally in the community as possible to ensure equitable access to all members of the public.
- Ensure the site with existing surrounding land uses are not only compatible from a zoning perspective but are consistent with the image that the Law Enforcement Headquarters will exemplify. This will foster a sense of community.

Planning for Current and Future Needs

The Sheriff's Office is currently located in four aged facilities and one was designed for a different purpose (County Jail). These facilities have exceeded their useful life. The facilities are in poor condition with aged and dilapidated systems, are overcrowded, and inappropriate for the Sheriff to operate their mission.

The goal is to relocate as many of the Sheriff's operations as possible under one roof and to provide the needed and appropriate space for a new Law Enforcement Headquarters. This will include the functions/divisions represented in the Space Program in order to address the current/future needs of the Sheriff's Office. Implementing future needs now is justified and cost effective to avoid expanding these existing facilities later due to site constraints, substantial demolition and remodeling costs as well as disrupting the originally intended function of and flow/circulation around the surrounding spaces.

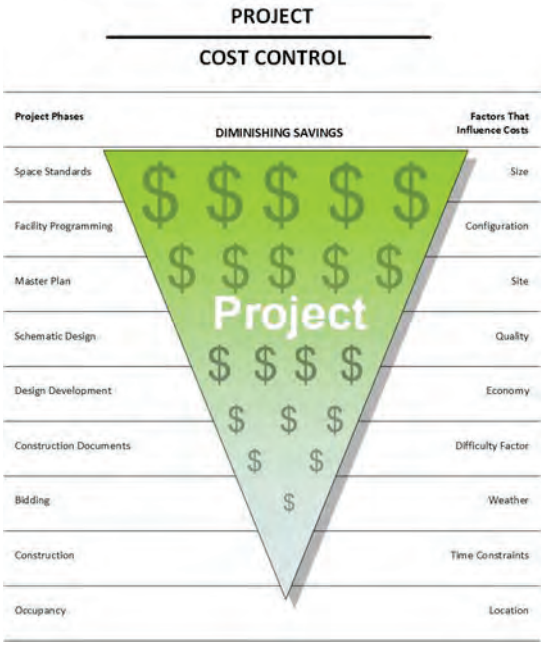
Establishing Program and Cost Control Requirements

Co-Location

It is most efficient to the Sheriff's operations to locate personnel near each other to improve: 1) operational and management capability; 2) staffing efficiency; 3) communications; 4) safety and security; 5) community access; and 6) shared space, facilities, and infrastructure. In addition, equipment needs can be minimized by co-location of divisions rather than equipping multiple buildings, and redundancy of personnel can be minimized by having one receptionist for the entire building versus staffing multiple buildings. The savings are endless under one co-located site.

Space Standards

The approach utilized in establishing space standards and program is cost-centric because the greatest impact on the cost of space relates to the qualitative and quantitative design concept of each space program area. The greatest opportunity to realize cost savings on a project is at its conception or during the space planning process. As the project moves further into development, the cost savings diminish.



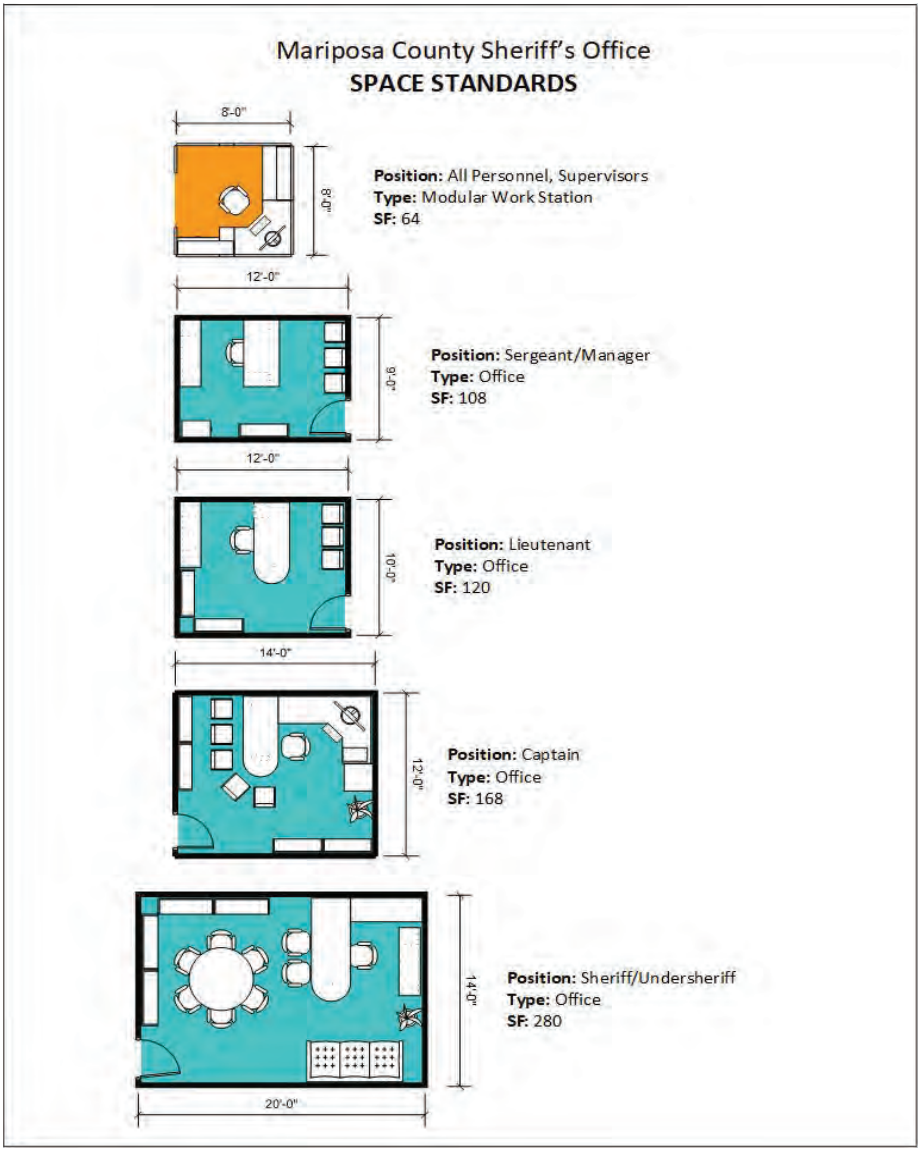
The graphic containing the inverted triangle illustrates where the cost savings is the greatest. As shown, developing space standards and facility programs have the greatest potential

for reducing the overall costs of the project. During the actual architectural drawings and bidding phase, it shows the least opportunity to reduce costs.

In order to maximize cost savings for the overall project, it is necessary to thoroughly examine those building elements that have the greatest impact to the efficiency of the space. These are: 1) offices vs. modular workstations; 2) filing systems; and 3) standardization of furniture, fixtures, and equipment.

Offices vs. Modular Workstations

Utilizing space standards in developing the program can elevate the efficiency of the divisional space contained in the Office. These space standards can be referenced in the chart below.



Filing System

Office filing cabinets have a significant impact on the amount space needed and an impact on the budget as well. Many Counties have moved to a paperless system, thus not requiring filing cabinets at all. However, where filing cabinets are used, pull out drawer filing cabinets are extremely inefficient. Typically, they measure 15" wide by 28" deep and require another 28" in front of the cabinet to pull out the drawer. That equates to 840 square inches for 112 lineal inches of filing for one filing cabinet. Two 4-drawer cabinets side-by-side equate to 1,680 square inches for 224 lineal inches of file area. As a comparison, one seven shelf lateral front-loading filing cabinet is 30" wide by 15" deep, requiring 450 square inches of floor space for 210 lineal inches of file area.

One lateral cabinet saves four times the amount of space and provides the same filing area than two four-drawer type cabinets. For this reason, Vanir recommends the utilization of a lateral open-shelf filing system. Conversion will entail changing top-tab file to end-tap file jackets. In departments with huge filing needs, a sliding track filing system will further reduce space needs; however, when possible, it is more cost effective to store archival files in off-site warehousing.

Standardization of Furniture, Fixtures, and Equipment

Each division of the Sheriff's Office utilizes various types of furniture, fixtures and equipment. Many of the furnishings are non-standard and contribute to space consumption. All of these items should to be evaluated for continued use with regard to long-term space efficiency. Vanir recommends that standardized furniture be utilized to: 1) reduce floor area; 2) increase productivity; 3) respond to ergonomic requirements; and 4) comply with ADA requirements.

Space Programming (Implementing Program Requirements)

A space program identifies spatial needs of a department, including space adjacencies, circulation, furniture, equipment, and perimeters. It consists of a functional use area category such as "Lobby" with individual spaces/rooms associated with the Lobby. For instance, the Lobby may contain seating areas; restrooms; public counter; vestibule; janitor's closet; etc.

The size of the program area is based on the number of occupants that the program dictates. Spaces such as circulation or connectors from one area to another area are calculated as efficiency factors. Walls and chases are also factored as a percentage of the aggregate area known as "grossing factor".

Vanir worked with Sheriff's staff to prepare a program that responds to the needs and functionality of the Office. Utilizing space standards and other efficiencies discussed in this report, a total space was calculated for each functional use area. The summary includes: 1) square footage of each space; 2) quantity of spaces; 3) square footage for future expansion; 4) total square footage; 5) efficiency factor; and 6) grossing factor.

It should be noted, standardization of space and systems will reduce the Office's space requirements and produce a cost savings in any new construction and on-going operating costs. However, all divisions within the Sheriff's Office are significantly deficient in the space needed to carry out its operations. The

chart below shows a comparison of the existing Office square foot allocated to a division to the new programmed square footage. See Exhibit Document 24: Sheriff's Law Enforcement Headquarters Conceptual Layout Bubble Diagrams.

EXISTING TO NEW SQUARE FOOTAGE			
BUILDING DIVISIONS	EXISTING GROSS SF	OPTION V1 & V1.1	OPTION V2 & V2.1
Building A: Sheriff's Office, Dispatch, IT, Patrol, Civil, Search & Rescue, DARE, Armory	8,216	24,114	24,114
Building B: Evidence Storage & Training	3,202	8,462	8,462
TOTAL	**11,418**	**32,576**	**32,576**
Site		**95,000**	**130,000**

SITE AND FACILITY REQUIREMENTS

Using the established Space Program and information developed by the Sheriff's Office and Vanir regarding current and future needs, Vanir calculated that the Sheriff's Office will need a site that is roughly 1.97 acres in size to accommodate the two new buildings including parking, drives, and walks. Vanir reached this conclusion using conceptual site planning techniques, the result of which can be referenced in the conceptual site plans and facility models. Vanir has provided a number of study renderings to assist the Sheriff's Office in selecting the best site and building layout for the new Law Enforcement Headquarters. The proposed site concepts each went through a cost analysis and are referenced later in this report. Although the information is presented as concept only, Vanir has taken into account site constraints such as topography, access to surrounding land use, and site characteristics. The following narrative describes the conceptual site plans and facility models.

- **Site Design:** The organization of site and building elements is based on the Sheriff's Office needs. The proposed facility layouts are organized to improve security and privacy where needed, while the public spaces are open and easily accessible. The site available for the Sheriff is adjacent the existing Jail located on a hillside. During the 2020 Study, several other design concepts were developed to facilitate the Sheriff's operations including evidence storage and a gun range. It was determined that the gun range, due to terrain difficulty, was not an option for the site, therefore, the gun range was eliminated.
- **Building Designs:** The conceptual massing designs for both options are simple rectilinear shapes with optimum length and width ratios for improved energy and use efficiency. To minimize building costs, space program elements were moved to the second level. This allows the construction type to adjust for future fluctuating construction markets when bid. For instance, the building could be built from concrete tilt-up, metal stud framing, or concrete masonry units. The Evidence building, adjacent the Sheriff's Operations building, is ideal for a lightweight insulated metal structure. The final design choices will determine the impact on the overall project budget.

Parking Concept/Requirements

The parking counts indicated in the conceptual site plans are based on a parking space allocation of one space per 350 gross office building square feet. The conceptual site plan includes parking lots, specifically dedicated to the following specific groups of users:

- **Employee Parking** – contains 28 parking spaces to accommodate for current and future needs. This space is conceptually designed to respond to staff's needs for security fencing. To access the parking lot, the user utilizes a proximity card reader that actuates a remote controlled arm.
- **Public Parking** –This parking lot plan is open to all public users. During special events, the employee parking gates can be opened to allow overflow parking. Option V1 contains 15 parking spaces for current and future needs while Option V2 contains 26 parking spaces.
- **Patrol Parking** – This parking lot plan is intended to include secure ornamental fencing; possible canopies; a proximity card reader that actuates a remote controlled security gate; and additional security measures such as surveillance cameras and alarms. Option V1 contains 16 parking spaces to accommodate for current and future needs while Option V2 contains 18 parking spaces.
- **Special Vehicle Parking** – This parking lot plan is intended to include more secure solid fencing; canopies with lighting; a proximity card reader that actuates a remote controlled security gate; additional security measures such as surveillance cameras and alarms; some parking spaces with electrical outlets for battery chargers; and some spaces sized to accommodate oversized vehicles. This area is primarily provided for Evidence Storage facilities. This area contains seven parking spaces in each Option to accommodate for current and future needs.

Building Concept Drawings

Individual functional use diagrams were prepared delineating internal space allocations, relationships and adjacencies. Vanir, working with the Sheriff's Office personnel, prepared multiple diagram solution options that the team evaluated and eventually a favored solution was selected that provided maximum parking and flow, while maximizing site utility. The finalized diagram shows the number of functional use areas needed to facilitate the operations of the two buildings including expansion for future growth. This functional use diagram also shows:

- Building massing
- Number of floors
- Spatial relationship to the site
- Public/staff entrance separation
- Building perimeters
- Site orientation
- Parking and roads
- Topography
- Setbacks
- Property lines

Vanir prepared two conceptual layout options for the Sheriff's Operations Building (Building A). Option V2 has a 35,000 SF larger site than Option V1. Please refer to Exhibit Documents 25-29 for Site Plans, Sections, and 3D Views for both Options V1 and V2. See also Exhibit Document 30: A112 Existing Mariposa Sheriff's Office Building and Evidence Storage – Google Site Plan.

Conceptual Cost Estimates

Vanir based the conceptual cost estimates on the programmed square footages that were derived through the following means: 1) discussions with staff regarding space needs; 2) hypothetical scenarios; 3) typical spaces found in similar facilities; 4) past practices; 5) current acceptable program areas/spaces; and 6) space standards. Other factors that make up the conceptual cost estimate are:

- **Escalation** - Since it is unknown when the County will be ready to bid, Vanir has included an annual rate of escalation of 4.6% per year, and a total escalation rate of 11.14% for this schedule. The 11.14% carries the annual rate (of 4.6%) to the mid-point of construction, which is currently December 31, 2025.
- **Project Contingencies** - These funds are intended for incomplete design, unforeseen conditions, and construction contingency. Typically, Vanir will use 12% when a design is not completely vetted. Because most of the project will be built on a hilly slope, it is unknown what may be encountered and site considerations yet to be developed. Therefore, we have included contingencies for design at 10%, construction at 2% (Option V1) and 10% (Option V2), and general conditions at 5%.
- **Miscellaneous Soft Costs** – This is a placeholder for miscellaneous costs associated with permitting, inspections, geotechnical, plan check, connections, Architects/Engineers, Construction Management, and other costs associated with the local area. Typically, these costs range about 24-26%. We are using a higher soft cost figure of 35% to account for unforeseen conditions and additional inspections that may be necessary prior to designing the facilities.
- **Market Factor** – This is a geographical cost response to constructing projects in areas outside of metropolitan regions. Typically, labor and materials are less abundant and shipping, transportation, and per diem costs tend to be high. In California the factors range from 0.00% to 4.5% of the total estimate's construction costs, which is what we have used here.

See Exhibit Documents 31-34 Conceptual Cost Estimates for Options V1, V1.1, V2, and V2.1.

Site Development and Cost

Utilizing the results of our conceptual planning exercise as described in the previous section of the report, Vanir concluded a need for 2.55 to 2.83 acres of land to accommodate the two new Law Enforcement Headquarters buildings and associated roads, walks, and parking.

Vanir was asked to provide two site access options and building orientations for comparison. After meeting with the Sheriff, it was determined that Buildings A and B should be oriented in a specified direction and proximity as there will be program between the two buildings. Additionally, the public and staff areas are oriented due to safety and procedural reasons.

Once the layouts were sized and the buildings were oriented on the site, we recognized that Option V2/V2.1 would require additional site work (and therefore increased costs) to push into the hill to provide the 60' easement drive the County requested. As a cost saving alternative, Vanir recommends Option V1/V1.1 that will reduce the size of the entry and make it accessible only for the Law Enforcement Headquarters.

In terms of site development costs, general ratios and cost per square foot figures have been utilized to estimate costs for on-site surface parking, utilities, flatwork, landscaping, fencing, lighting, and security measures. Vanir has identified the following estimates (excluding soft costs and escalation) for each option based on a site with flatwork; landscaping; lighting; and security:

- Option V1/V1.1 - 2.55 Acre Site:
    a. Building A- Sheriff's Operations: $2,443,250
    b. Building B- Evidence Storage & Training: $65,000
    c. Total Sitework Costs: $2,508,250

- Option V2/V2.1- 2.83 Acre Site:
    a. Building A- Sheriff's Operations: $3,225,500
    b. Building B- Evidence Storage & Training: $65,000
    c. Total Sitework Costs: $3,290,500

Both statements of probable cost are based on the level of detail and assumptions included in the Conceptual Cost Estimates (Documents 31-34 in the Exhibits). Please note that the sitework mentioned above is included in the "Building and Site Subtotal" line item in the charts below.

Building Construction Cost

In terms of building construction costs, general ratios and cost per square foot figures have been utilized to estimate costs for building systems and materials. The two options provided range from $805-$1,145 per square foot. The cost breakdown is illustrated in the charts below.

Option V1/V1.1 - 95,000 SF Site				
Building A	**Sheriff's Operations**			
	Construction Costs	**SF**	**$/SF**	**Cost**
	Building & Site Subtotal	**24,114**	**$ 1,023.57**	**$24,682,292**
	Escalation	11.14%	$ 114.06	$2,750,379
	Recommended Budget for Construction		**$ 1,137.62**	**$27,432,672**
	Total Soft Costs		**$ 397.60**	**$9,587,719**
	Total Project Budget		**$ 1,535.22**	**$37,020,390**
Building B	**Evidence Storage and Training**			
	Construction Costs	**SF**	**$/SF**	**Cost**
	Building & Site Subtotal	**8,462**	**$ 804.98**	**$6,811,777**
	Escalation	11.14%	$ 89.70	$759,045
	Recommended Budget for Construction		**$ 894.68**	**$7,570,822**
	Total Soft Costs		**$ 312.69**	**$2,646,002**
	Total Project Budget		**$ 1,207.38**	**$10,216,824**
	Combined Total Project Budget- Buildings A & B			**$47,237,214**

Option V2/V2.1 - 130,000 SF Site				
Building A	**Sheriff's Operations**			
	Construction Costs	**SF**	**$/SF**	**Cost**
	Building & Site Subtotal	**24,114**	**$ 1,144.98**	**$27,610,024**
	Escalation	11.14%	$ 127.59	$3,076,620
	Recommended Budget for Construction		**$ 1,272.57**	**$30,686,645**
	Total Soft Costs		**$ 444.76**	**$10,724,982**
	Total Project Budget		**$ 1,717.33**	**$41,411,627**
Building B	**Evidence Storage and Training**			
	Construction Costs	**SF**	**$/SF**	**Cost**
	Building & Site Subtotal	**8,462**	**$ 860.03**	**$7,277,539**
	Escalation	11.14%	$ 95.83	$810,946
	Recommended Budget for Construction		**$ 955.86**	**$8,088,485**
	Total Soft Costs		**$ 334.07**	**$2,826,925**
	Total Project Budget		**$ 1,289.93**	**$10,915,410**
	Combined Total Project Budget- Buildings A & B			**$52,327,037**

Both statements of probable cost are based on the level of detail and assumptions included in the Conceptual Cost Estimates in Exhibit Documents 31-34.

EXHIBITS

SPACE PROGRAM

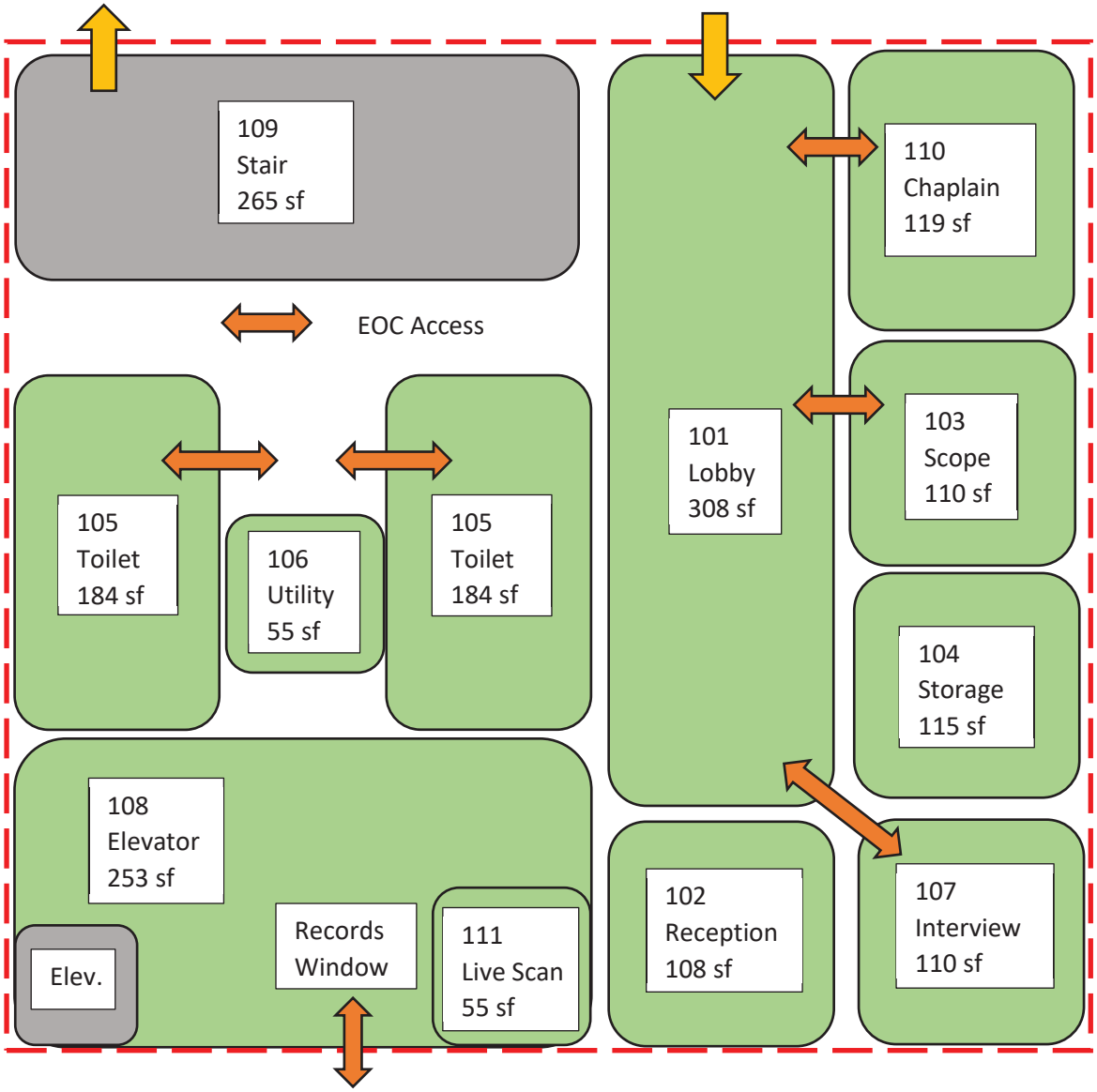
- Document 24: Sheriff's Law Enforcement Headquarters Conceptual Layout Bubble Diagrams

CONCEPT DRAWINGS

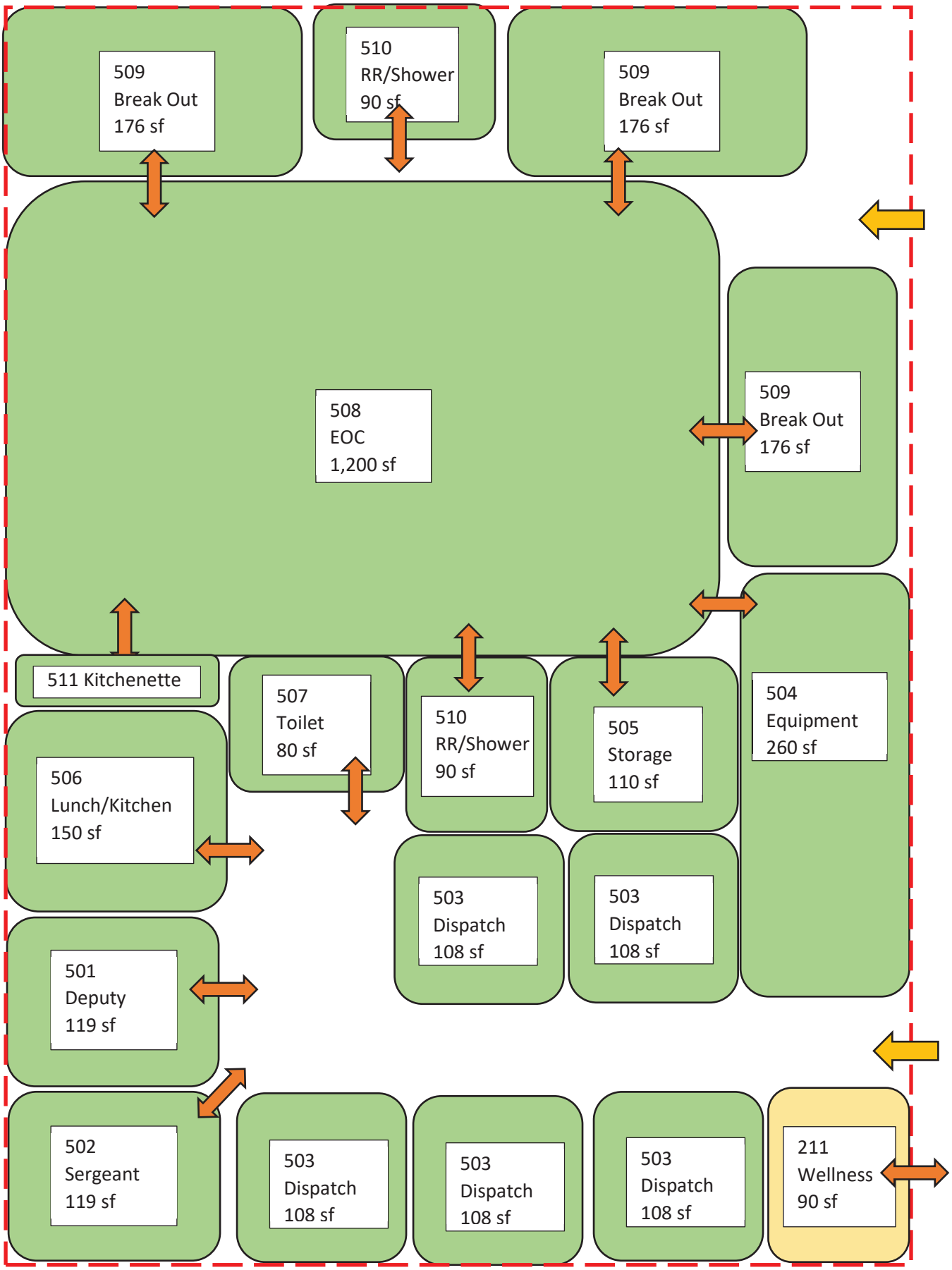
- Document 25: A101 Site Plan – Option V1
- Document 26: A102 Sections – Option V1
- Document 27: A103 3D Views – Option V1
- Document 28: A101 Site Plan – Option V2
- Document 29: A102 Section and 3D View – Option V2
- Document 30: A112 Existing Mariposa Sheriff's Office Building and Evidence Storage – Google Site Plan

COST ANALYSIS

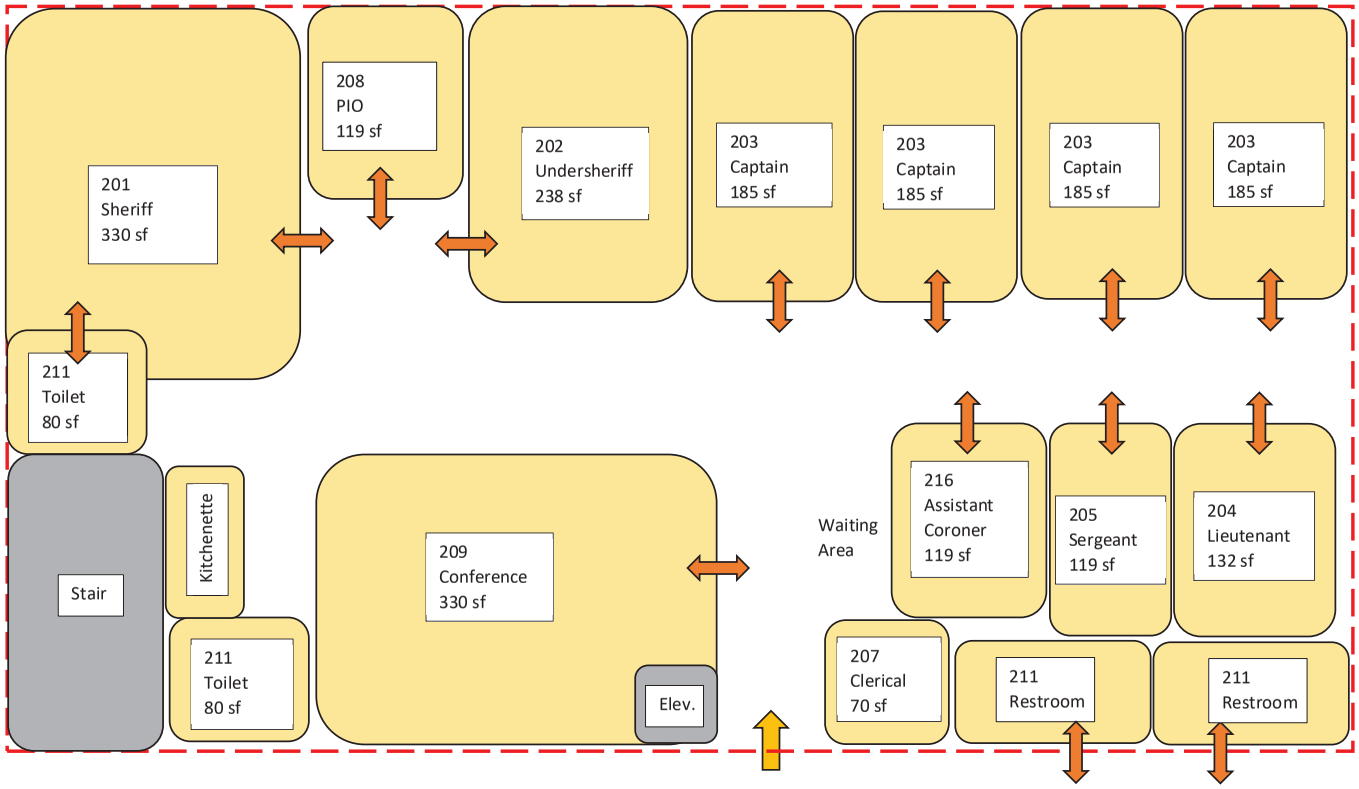
- Document 31: Sheriff's Office Building (Option V1) Conceptual Cost Estimate
- Document 32: Sheriff's Evidence Storage & Training Building (Option V1.1) Conceptual Cost Estimate
- Document 33: Sheriff's Office Building (Option V2) Conceptual Cost Estimate
- Document 34: Sheriff's Evidence Storage & Training Building (Option V2.1) Conceptual Cost Estimate



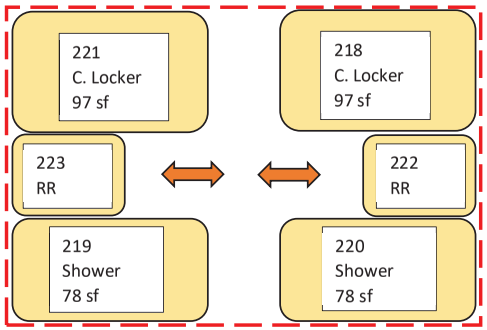
Public Lobby – 2,145 sf

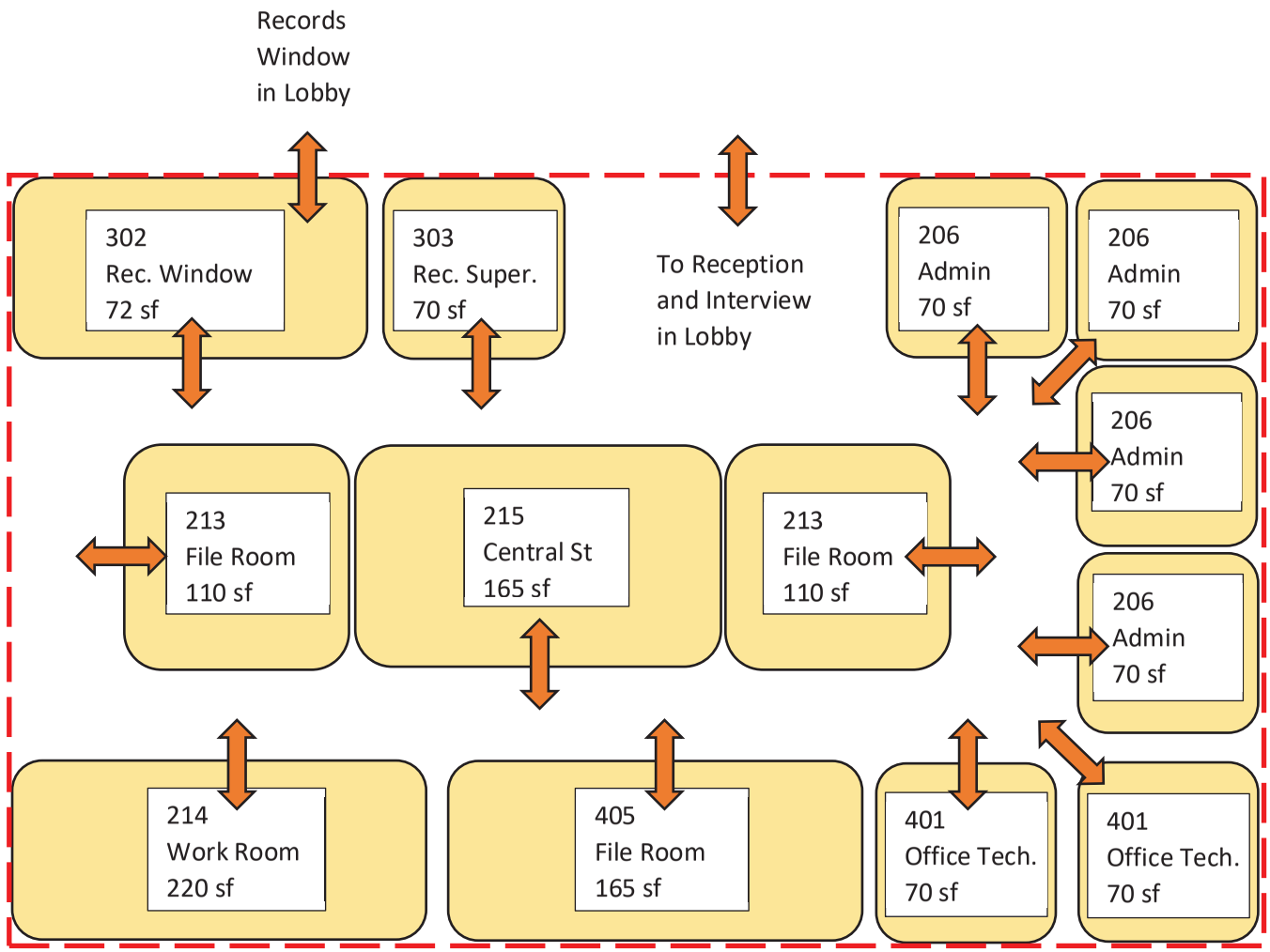


EOC/Dispatch – 3,991 sf

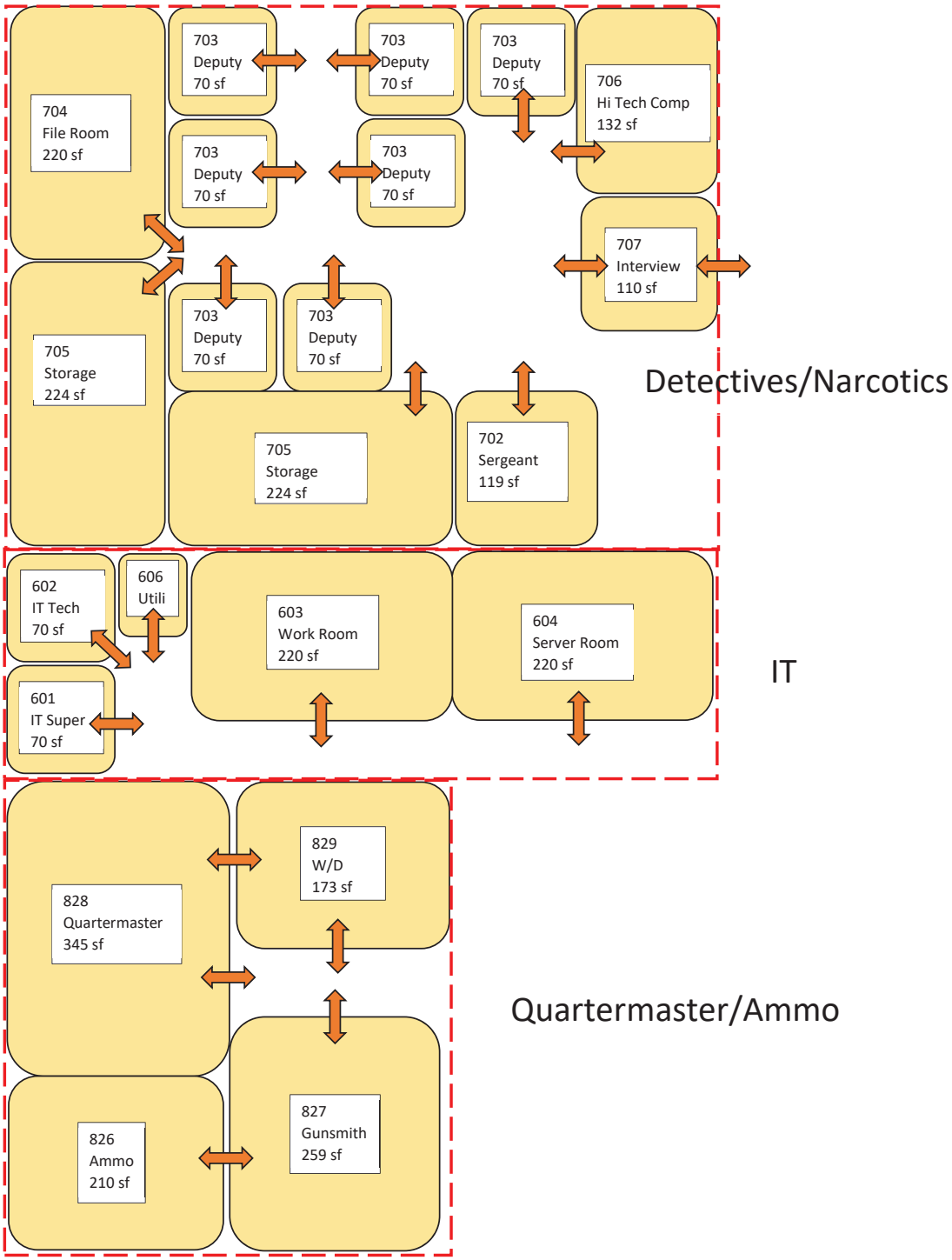


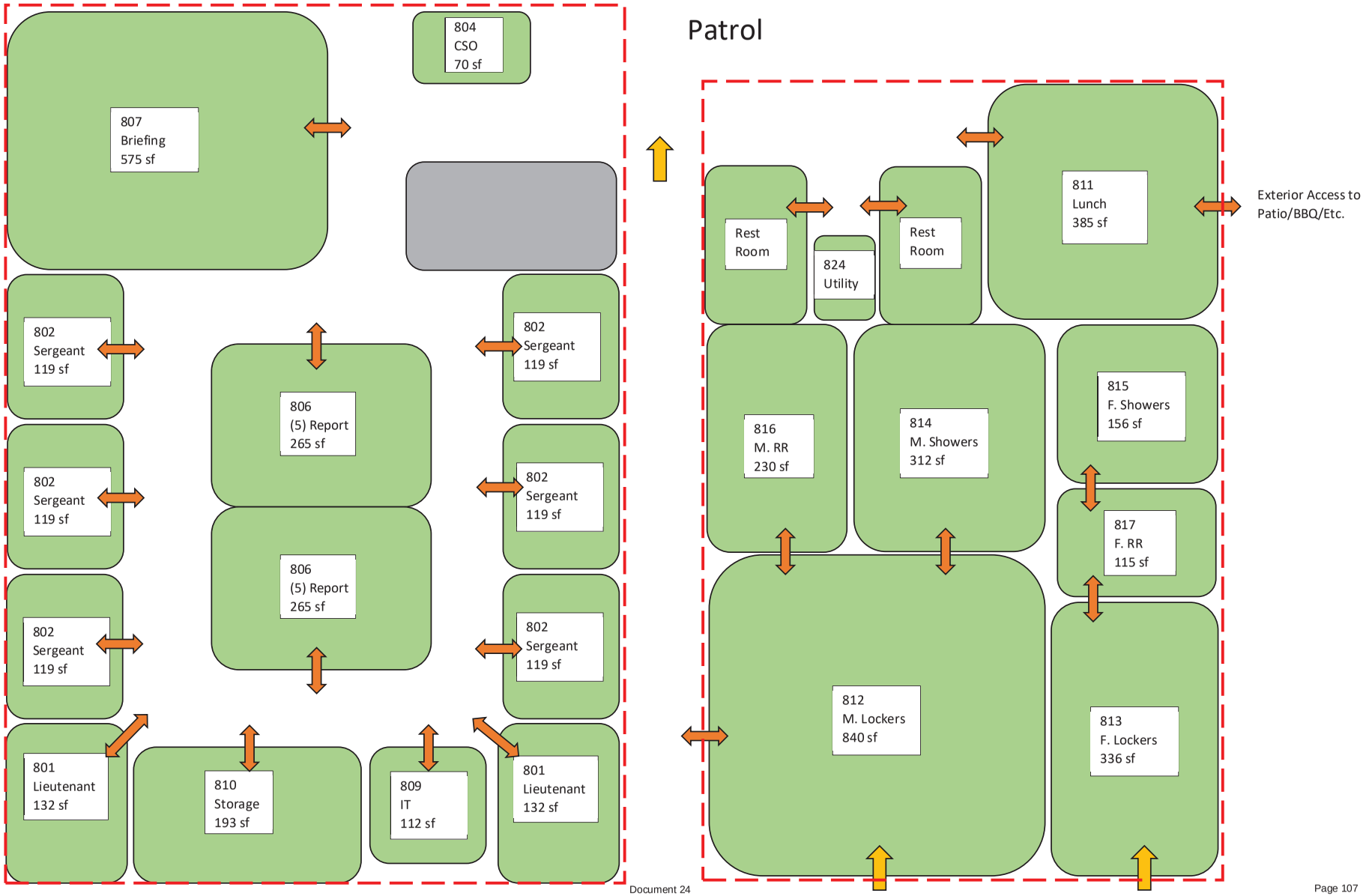
Sheriff / Administration

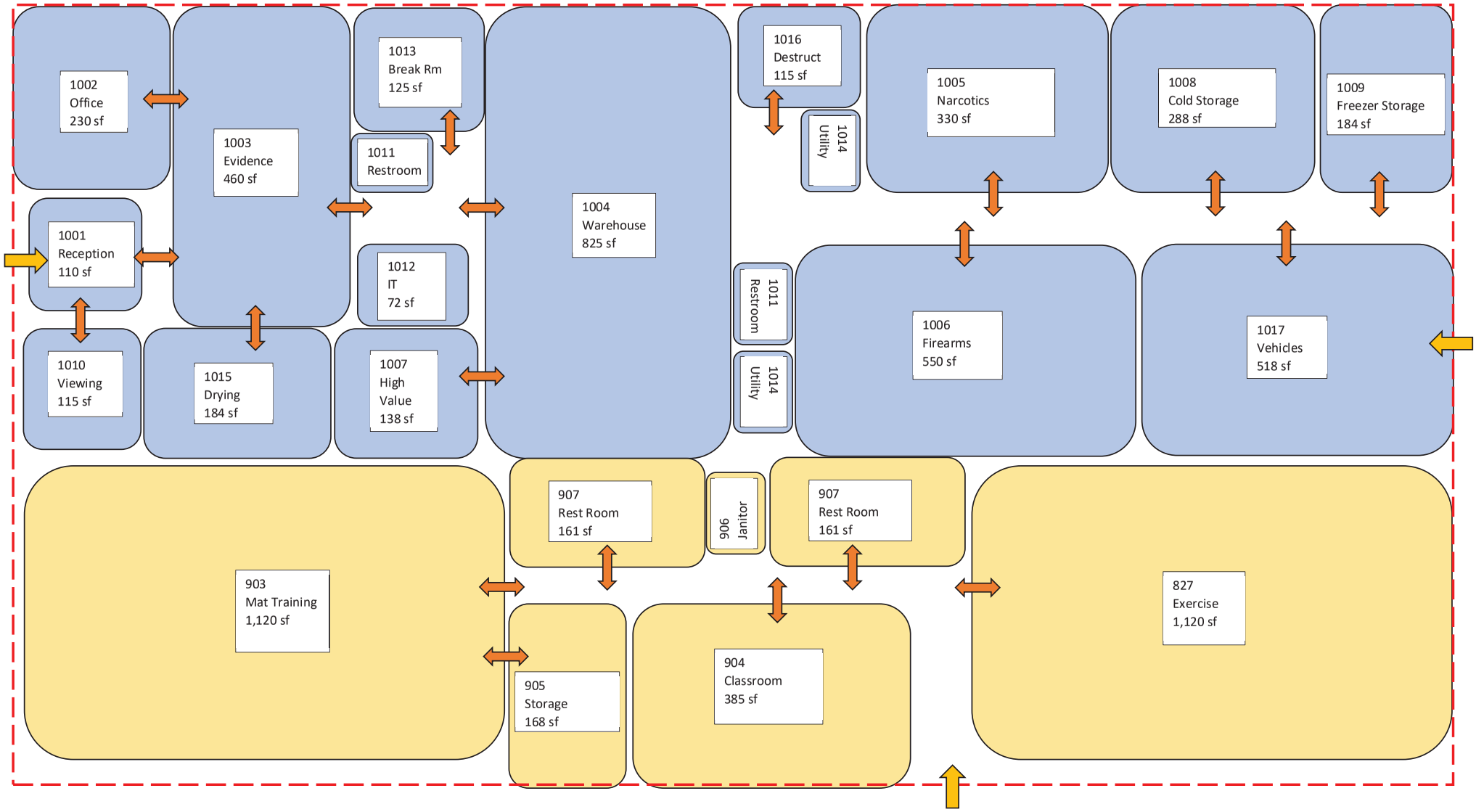




Administration/Records/Financial


704
File Room
220 sf
703
Deputy
70 sf
703
Deputy
70 sf
703
Deputy
70 sf
706
Hi Tech Comp
132 sf
703
Deputy
70 sf
703
Deputy
70 sf
707
Interview
110 sf
705
Storage
224 sf
703
Deputy
70 sf
703
Deputy
70 sf
Detectives/Narcotics
705
Storage
224 sf
702
Sergeant
119 sf
602
IT Tech
70 sf
606
Utili
603
Work Room
220 sf
604
Server Room
220 sf
IT
601
IT Super
70 sf
828
Quartermaster
345 sf
829
W/D
173 sf
Quartermaster/Ammo
826
Ammo
210 sf
827
Gunsmith
259 sf


Patrol
804
CSO
70 sf
807
Briefing
575 sf
802
Sergeant
119 sf
802
Sergeant
119 sf
802
Sergeant
119 sf
806
(5) Report
265 sf
806
(5) Report
265 sf
802
Sergeant
119 sf
802
Sergeant
119 sf
802
Sergeant
119 sf
801
Lieutenant
132 sf
810
Storage
193 sf
809
IT
112 sf
801
Lieutenant
132 sf
Rest
Room
824
Utility
Rest
Room
811
Lunch
385 sf
Exterior Access to
Patio/BBQ/Etc.
816
M. RR
230 sf
814
M. Showers
312 sf
815
F. Showers
156 sf
817
F. RR
115 sf
812
M. Lockers
840 sf
813
F. Lockers
336 sf



Evidence/Exercise/Training – 8,793 sf

Sheet No. **A101**
SITE PLAN

Document 25

1 Site
1" = 80'-0"

0' 40' 80' 160' 320'

NORTH

MARIPOSA COUNTY SHERIFF'S OFFICE STUDY OPTION 1

MARIPOSA COUNTY

SITE PLAN

07/24/2023

VANIR
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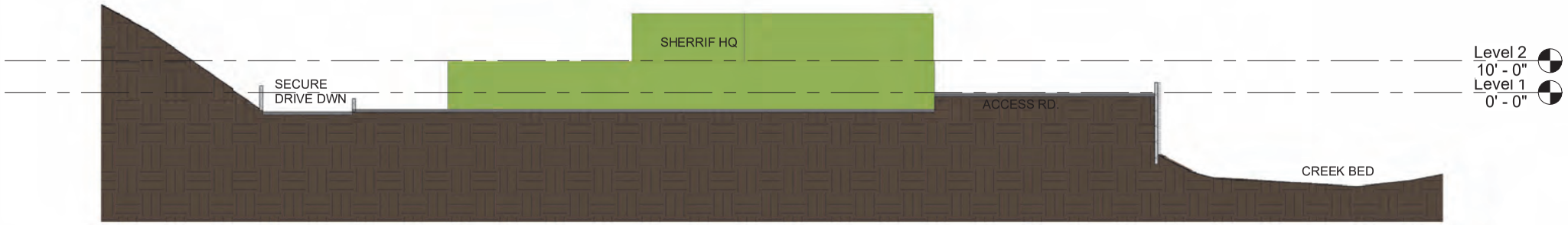
Sheet No. **A102**
SECTIONS

Document 26

1 Section 2
1" = 40'-0"



2 Section 1
1" = 30'-0"

MARIPOSA COUNTY SHERIFF'S OFFICE STUDY OPTION V1 | SECTIONS
MARIPOSA COUNTY | 03/15/2023

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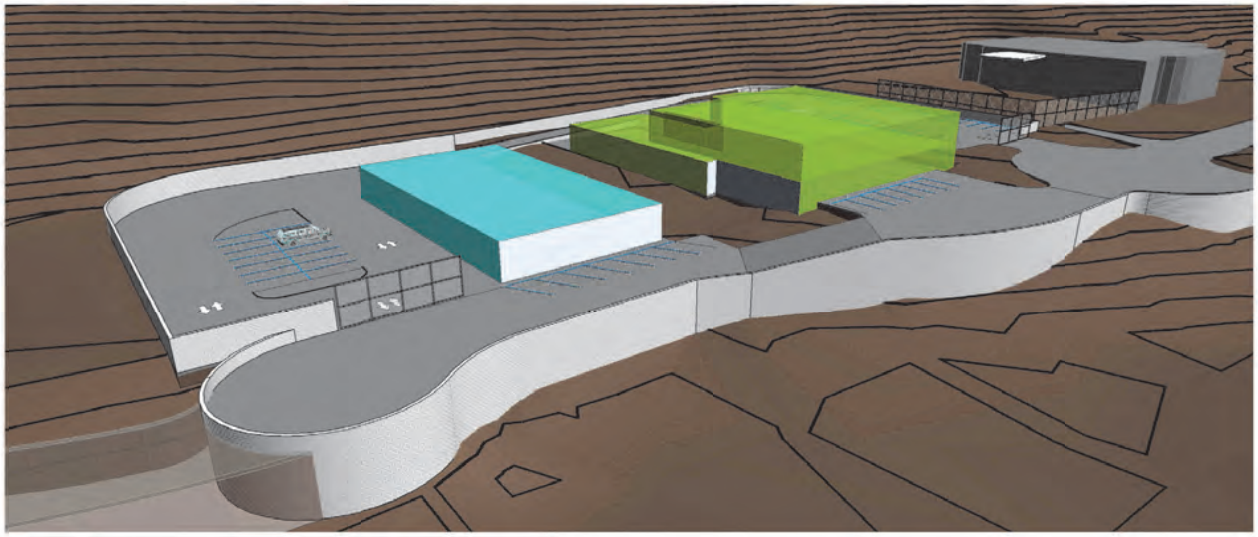
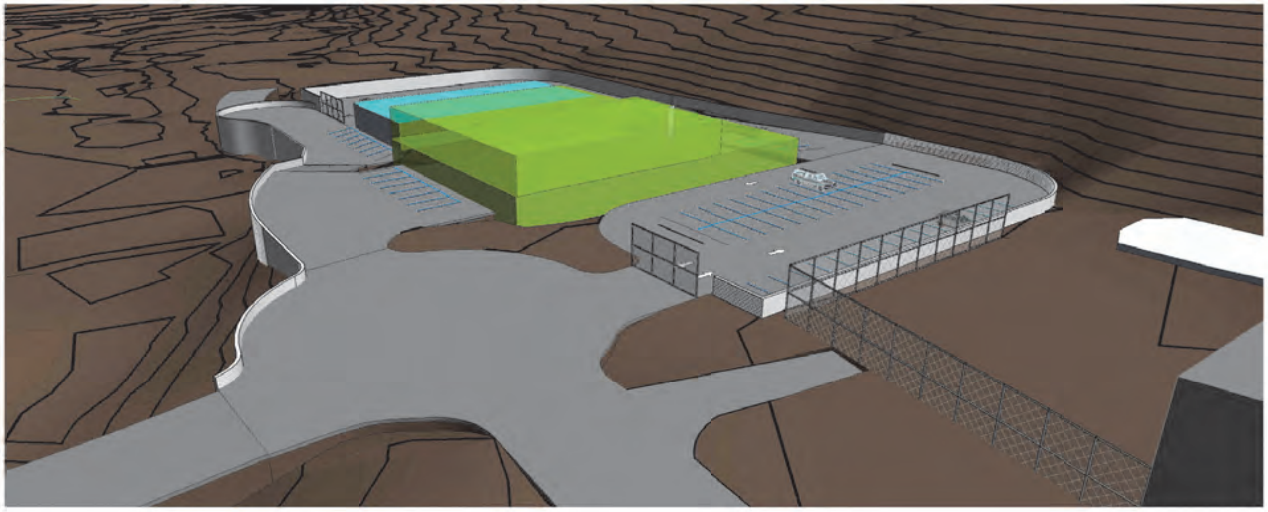
Sheet No. **A103**
3D VIEWS

Document 27



1 3D View 1



2 3D View 2

MARIPOSA COUNTY SHERIFF'S OFFICE STUDY OPTIONS V1 | 3D VIEWS
MARIPOSA COUNTY | 03/15/2023

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Sheet No. **A101**
SITE PLAN

Document 28

1 Site
1" = 80'-0"

MARIPOSA COUNTY SHERIFF'S OFFICE STUDY OPTION V2

MARIPOSA COUNTY

SITE PLAN

04/12/2023

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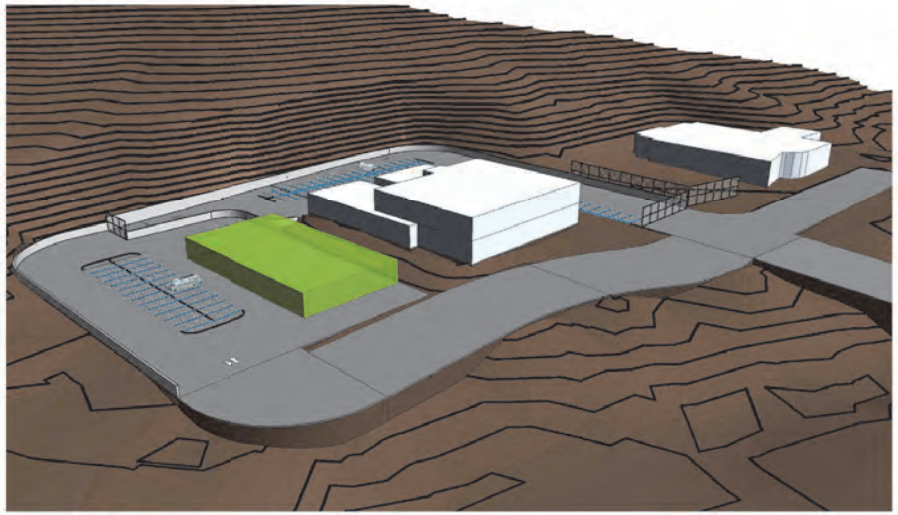
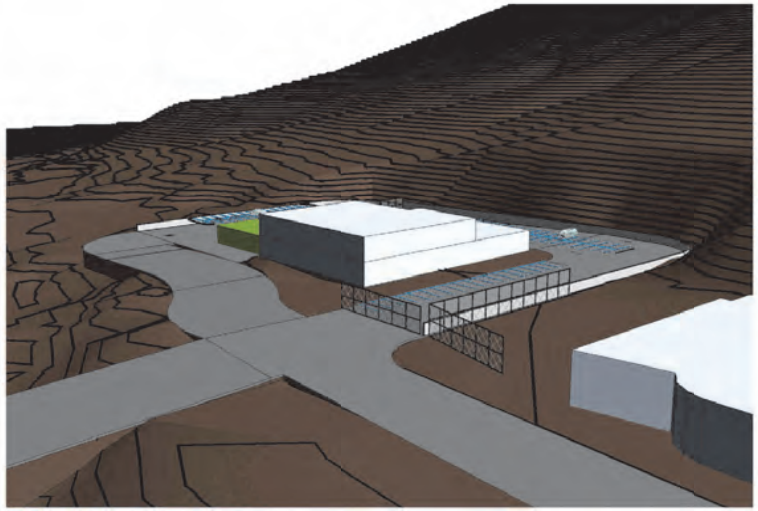
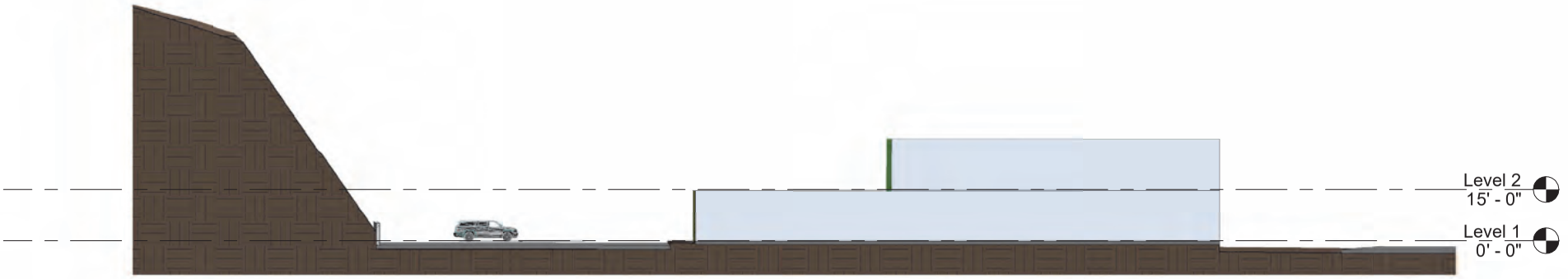
Document 29



2 3D View 1



3 3D View 2



1 Section 1
1" = 30'-0"

MARIPOSA COUNTY SHERIFF'S OFFICE STUDY OPTION V2 | SECTION AND 3D VIEW | 04/12/2023

MARIPOSA COUNTY

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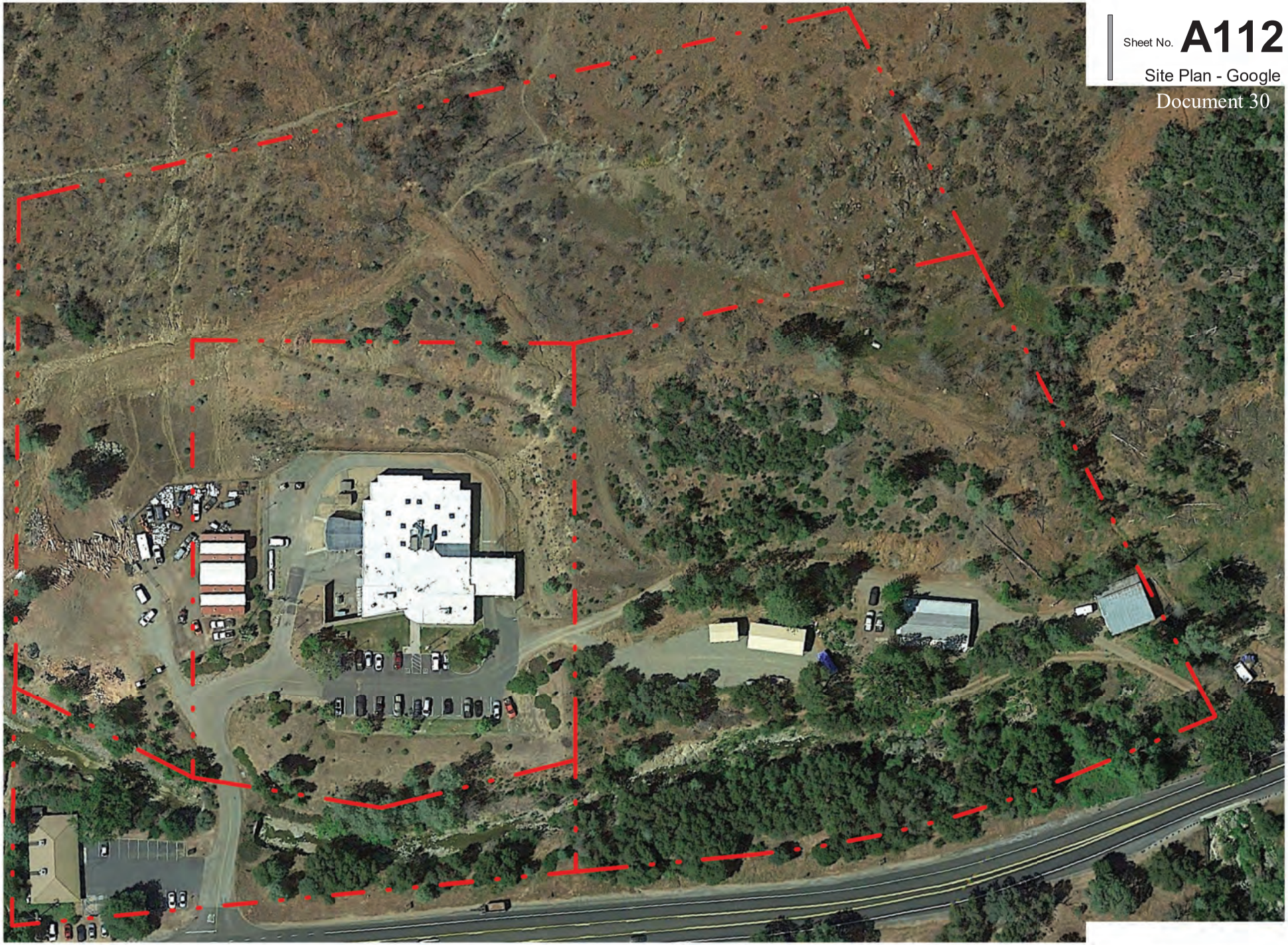

Sheet No. **A112**

Site Plan - Google

Document 30

4.14.20

Mariposa County Law Enforcement Headquarters - Conceptual
Mariposa County, CA

1 Existing Site - Google
1" = 120'-0"

Page 114

SCALE: 1" = 120'

0 120 240 360

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Vanir Construction Management , Inc.
4540 Duckhorn Drive, # 300
Sacramento, CA 95834
P: 916-575-8888

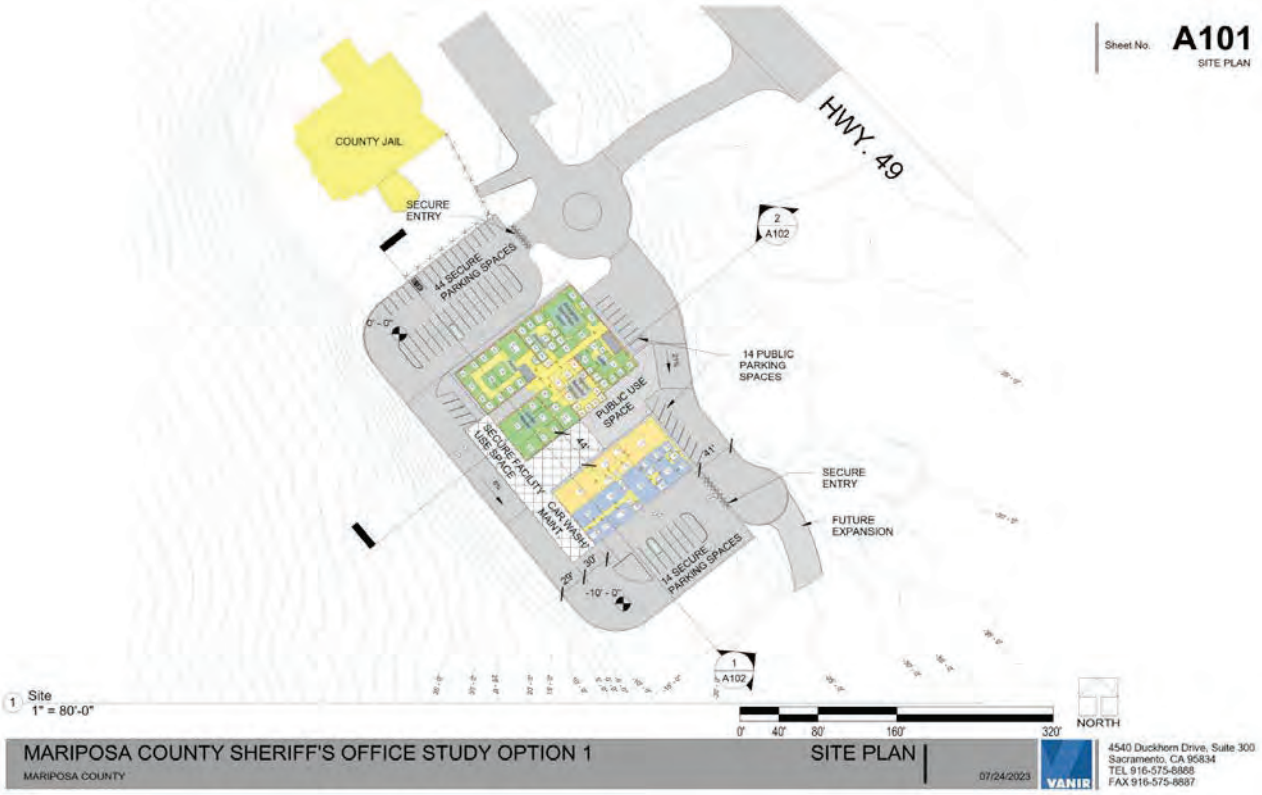
Conceptual Cost Estimate

for

Project Name: MARIPOSA SD HQ - V1 - Building A

Project Location: Mariposa County

September 11, 2023



Project Name: MARIPOSA SD HQ - V1 - Building A

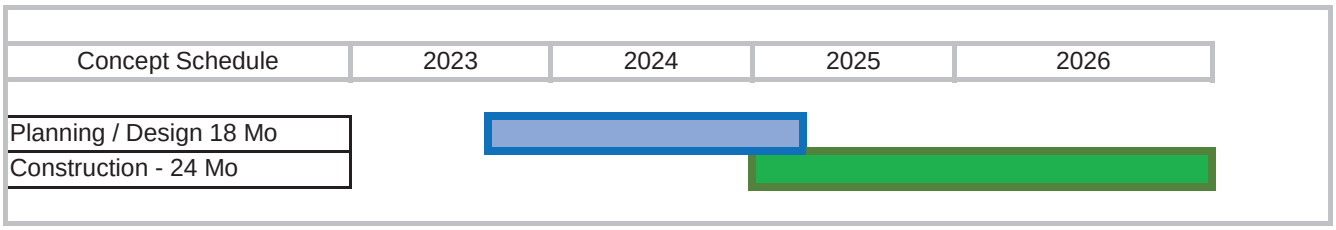
Project Location: Mariposa County

September 11, 2023

Qualifications:

The Estimate is based on the document, dated 04/12/2023

1 Exterior skin consists of 100% Plaster
2 Concrete with Structural steel assumed to be an average of 19 lbs/sf for entire building
3 The Mechanical on the roof is to d to be open surrounded by a screen
4 A mat slab with SOG foundation is assumed
5 All floor heights assumed to be 15'
6 Floor SOB construction assumed to be 6"
7 Some architectural cladding is assumed on all new buildings
8 Interiors & Services was priced at $/SF for different functional areas
9 The green area & landscaping allowances
10 NO loading dock service yard is assumed
11 Escalation is assumed to be 4.60% per annum to midpoint of construction



Exclusion:

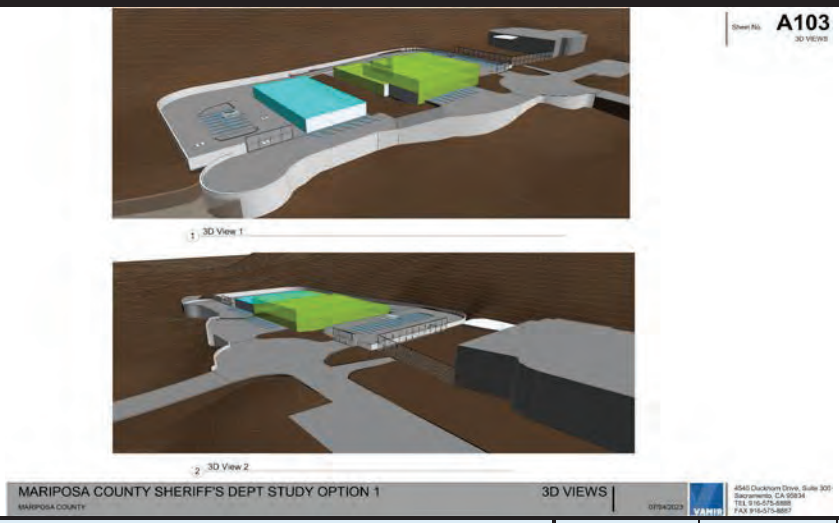
Construction Phasing costs,
Loss of productivity costs,
Premium or Shift Work,
Improvements/repairs to Any Access Roads,
Land & Building acquisition,
Limited Bad soil or rock excavation,
Major utility routing from the existing Site,
Any future expansion of site,
No LEED Building,
Limited Solar Technology System

Project Name: MARIPOSA SD HQ - V1 - Building A

Project Location: Mariposa County

9/15/2023

OVERALL COST SUMMARY



Construction Costs	Square Feet	$/SF	Cost
Building and Site Subtotal	**24,114**	**$ 1,023.57**	**$ 24,682,292**
Escalation	11.14%	$ 114.06	$ 2,750,379
Recommended Budget for Construction		**$ 1,137.62**	**$ 27,432,672**

Soft Costs	Soft Cost as % of Hard	$/SF	Cost
DBE Design and Engineering Consultant Fees	10.0%	$ 113.76	$ 2,743,267
DBE Pre-Construction Fees (included in DBE Design & Engineering)	0.0%	$ -	$ -
Owner Contingency	3.0%	$ 34.13	$ 822,980
Project Management/Master Architect/Construction Management Fees	8.0%	$ 91.01	$ 2,194,614
Material Testing and Special Inspection	2.0%	$ 22.75	$ 548,653
Geotechnical Report	0.6%	$ 6.83	$ 164,596
Inspector of Record	3.0%	$ 34.13	$ 822,980
Plan Check (Third Party Reviewer)	0.8%	$ 9.10	$ 219,461
Building Permits and Agency Fees	1.2%	$ 13.08	$ 315,476
Survey	0.2%	$ 2.28	$ 54,865
Building Commissioning Services (Title 24/GreenCode)	1.0%	$ 11.38	$ 274,327
Bid/Advertise/Printing	0.2%	$ 2.28	$ 54,865
Advertising, Messengering, Reimbursable	0.0%	$ -	$ -
Mock-ups	0.0%	$ -	$ -
Art & All associated Costs	0.0%	$ -	$ -
Legal Fees	0.0%	$ -	$ -
Furnishing, Fixtures and Equipment (FF&E)	5.0%	$ 56.88	$ 1,371,634
Internal Staffing Recharge	0.0%	$ -	$ -
CDE Plan Check	0.0%	$ -	$ -
Capitalized Interest	0.0%	$ -	$ -
Hazardous Abatement Costs	0.0%	$ -	$ -
Removal of exist. Relocatable bldgs.	0.0%	$ -	$ -
Total Soft Cost		**$ 397.60**	**$ 9,587,719**
Total Project Budget		**$ 1,535.22**	**$ 37,020,390**

Project Name: MARIPOSA SD HQ - V1 - Building A
Project Location: Mariposa County

SUMMARY TOTAL CONSTRUCTION COST

			ASC Total	
			$/SF	TOTAL
Building SF			**24,114 SF**	
Affected Area			**95,000 SF**	
A10	Foundations		36.12	871,047
A20	Basement Construction		0.00	-
A	Substructure		36.12	871,047
B10	Superstructure		224.95	5,424,381
B20	Exterior Enclosure		97.48	2,350,717
B30	Roofing		43.03	1,037,617
B	Shell		365.46	8,812,715
C10	Interior Construction		25.50	614,907
C20	Stairways		1.74	42,000
C30	Interior Finishes		26.67	643,065
C	Interiors		53.91	1,299,972
D10	Conveying Systems		2.90	70,000
D20	Plumbing Systems		61.67	1,487,021
D30	Heating, Ventilation & Air Conditioning		53.06	1,279,584
D40	Fire Protection		7.25	174,827
D50	Electrical Lighting, Power & Communications		68.41	1,649,601
D	Services		193.29	4,661,032
E10	Equipment		6.98	168,250
E20	Furnishings		13.93	336,027
E	Equipment & Furnishings		20.91	504,277
F10	Special Construction		6.84	165,000
F20	Selective Demolition		0.00	-
F	Special Construction & Demolition		6.84	165,000
G10	Site Preparation		67.08	1,617,500
G20	Site Improvements		11.82	285,000
G30	Site Mechanical Utilities		12.01	289,500
G40	Site Electrical Utilities		10.42	251,250
G90	Other Site Constraints		0.00	-
G	Sitework		101.32	2,443,250
	Elemental Cost Before Contingencies		778	18,757,293
Z10	Design Contingency	10.0%	77.79	1,875,729
Z10	Construction Contingency	2.0%	15.56	375,146
Z11	General Requirements	5.0%	38.89	937,865
Z12	Construction Phasing Allowance	0.0%	0.00	-
Z13	Loss of Productivity	0.0%	0.00	-
	Elemental Cost Including Contingencies		910.10	21,946,033
Z21	Existing Conditions	5.00%	45.50	1,097,302
Z22	Bonds & Insurance	2.50%	23.89	576,083
Z23	Contractor's Overhead, Profit & Fee	4.50%	44.08	1,062,874
	Construction Cost Before Escalation		**1,023.57**	**24,682,292**

New Area

				Building	24,114 SF	
				Site	95,000 SF	
	Description	**Quantity**	**Unit**	**Rate**		**Total**
A10	**Foundations**					
	A1010 Standard Foundations					
	Mat Slab					
	Foundations & SOG	24,114	SF	35.50	$	856,047.00
	Other Foundations					
	Elevator Pit Allowance	1	LS	15,000.00	$	15,000.00
	Foundations Total				**$**	**871,047.00**
A20	**Basement Construction**					
	Basement Construction Total				**$**	**-**
A	**Substructure**			**36.12 SF**	**$**	**871,047.00**
B10	**Superstructure**					
	B1010 Floor Construction					
	Vertical and Horizontal Structure					
	Concrete / Block	24,114	SF	180.00	$	4,340,520.00
	Allow for Elevator Support Steel	1	LS	15,000.00	$	15,000.00
	Fireproofing Steel	24,114	SF	3.50	$	84,399.00
	Miscellaneous Work					
	Miscellaneous Metals Allowance & HandRails	24,114	SF	6.50	$	156,741.00
	Intumescent Paint Allowance	1	LS	15,000.00	$	15,000.00
	Mechanical Equipment Pads and Curbs	1	LS	5,000.00	$	5,000.00
	Metal Deck					
	Metal Deck Lay-out and Survey	24,114	SF	1.50	$	36,171.00
	3" 18 Gage Metal Decking	24,114	SF	7.50	$	180,855.00
	Allowance for Openings in Metal Deck	24,114	LS	3.50	$	84,399.00
	Fireproofing to Metal Deck	24,114	SF	3.25	$	78,370.50
	Concrete Deck Work					
	Deck fill concrete	24,114	SF	5.50	$	132,627.00
	Formwork	24,114	SF	5.50	$	132,627.00
	Concrete on Metal Deck	179	CY	175.00	$	31,258.89
	Waterproofing, Pump, Place, Cure and Finish	24,114	SF	3.50	$	84,399.00
	Provision for Joint Sealants to all Floors	1,200	SF	1.50	$	1,800.00
	Rebar to Concrete fill	30,143	LBS	1.50	$	45,213.75
	Car Wash & Recycle Water System	0	SF	50.00	$	-
	Superstructure Total			224.95	**$**	**5,424,381.14**
B20	**Exterior Enclosure**					
	B2010 Exterior Walls					
	Exterior Wall Construction					
	Architectural Plaster Panels	12,057	SF	55.00	$	663,135.00

New Area

			Building	24,114 SF		
			Site	95,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Curtain Wall Assemblies (30%)	7,234	SF	75.00	$	542,565.00
	Wall Framing Furring and Insulation					
	Exterior Wall Insulation, Sheathing (Precast)	24,114	SF	5.50	$	132,627.00
	Support Framing Behind Precast Panels	24,114	SF	15.00	$	361,710.00
	Firesafing at Slab Perimeter	24,114	LF	6.50	$	156,741.00
	Interior Finish to Exterior Walls - Gypsum with Paint	24,114	SF	8.50	$	204,969.00
	Exterior Screens/Closures					
	Louvered Mechanical Screen at Roof	1	LS	75,000.00	$	75,000.00
	Other Architectural Detailing	0	SF	-	$	-
	Miscellaneous					
	Allow Caulking and Sealing	24,114	SF	1.50	$	36,171.00
	Miscellaneous Trims, Waterproofing, Details	24,114	SF	2.00	$	48,228.00
	Miscellaneous Sheet Metal Allowance	0	LS	6.50	$	-
	Mock Up & Testing	1	LS	50,000.00	$	50,000.00
	Exterior Building Signage	1	LS	15,000.00	$	15,000.00
	Interior Signs	24,114	SF	1.50	$	36,171.00
	Allowance for Leave out Panel and Sequencing	0	LS	-	$	-
	Exterior Doors					
	Exterior Doors - Allowance	4	EA	1,850.00	$	7,400.00
	Door Hardware Allowance	4	EA	1,500.00	$	6,000.00
	DD GL Entrance Doors	1	EA	15,000.00	$	15,000.00
	Exterior Enclosure Total			97.48	**$**	**2,350,717.00**
B30	**Roofing**					
	Roofing					
	TPO - Roofing	24,114	SF	28.50	$	687,249.00
	Allow for Walking Pads	24,114	SF	3.50	$	84,399.00
	Metals					
	Roof Flashing & Sheet Metal Works	24,114	SF	8.50	$	204,969.00
	Added Canopies & Sheet Metal / Downpot - Car Wash	3,500	SF	-	$	-
	Main Entrance Canopy	0	SF	15.00	$	-
	Miscellaneous					
	Roof Drains - Assumed Quantity	4	EA	2,500.00	$	10,000.00
	Roof Drainage System to City / County Drain	2	EA	15,000.00	$	30,000.00
	Penetrations to Roof - Allowance	1	LS	5,000	$	5,000.00
	Allow for Water Testing at Roof	1	LS	10,000	$	10,000.00
	Allow Roof Access Hatches	2	EA	3,000.00	$	6,000.00
	Roofing Total			43.03	**$**	**1,037,617.00**
B	**Shell**			**365.46**	**$**	**8,812,715.14**
C10	**Interior Construction**					

New Area

			Building	24,114 SF		
			Site	95,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Stud Vertical Framing					
	Building A - Type III	15,652	SF	25.50	$	399,126.00
	Building A - Type III	8,462	SF	25.50	$	215,781.00
	Building B - Type III	0	SF	8.50	$	-
	Interior Construction Total			25.50	**$**	**614,907.00**
C20	**Stairways**					
	Staircases					
	Staircase	1	FLR	30,000.00	$	30,000.00
	Allow for Handrail, Balustrading and Specialty Finishes	1	LS	12,000.00	$	12,000.00
	Stairways Total			1.74	**$**	**42,000.00**
C30	**Interior Finishes & Flooring**					
	Painting & Finish					
	Building A - Type III	15,652	SF	22.50	$	352,170.00
	Building A - Type III	8,462	SF	22.50	$	190,395.00
	Building B - Type III	0	SF	12.50	$	-
	Interior Doors					
	Doors - Allowance	30	EA	1,850.00	$	55,500.00
	Door Hardware Allowance	30	EA	1,500.00	$	45,000.00
	DD GL Entrance Doors	0	EA	-	$	-
	Interior Finishes Total			26.67	**$**	**643,065.00**
C	**Interiors**			**53.91**	**$**	**1,299,972.00**
D10	**Conveying Systems**					
	Vertical Conveying Systems					
	Public Elevators					
	3,500 lbs Capacity Public Elevator, 1 Stops	1	EA	55,000.00	$	55,000.00
	Allow for Custom CAB Finishes at Passenger Elevators	1	EA	15,000.00	$	15,000.00
	Service Elevators					
	5,000 lbs Capacity Service Elevator, 3 Stops	0	EA	-	$	-
	3,500 lbs Capacity CSPD Elevator, 2 Stops	0	EA	-	$	-
	Allow for Custom CAB Finishes at Passenger Elevators	0	EA	-	$	-
	Conveying Systems Total			2.90	**$**	**70,000.00**
D20	**Plumbing Systems**					
	Plumbing Systems					

New Area

			Building	24,114 SF		
			Site	95,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Wet Services					
	Building A - Type III	15,652	SF	65.00	$	1,017,380.00
	Building A - Type III	8,462	SF	55.50	$	469,641.00
	Building B - Type III	0	SF	-	$	-
	No - Car Wash & Recycle Water System	0	SF	35.50	$	-
		0	SF	-	$	-
	Plumbing Systems			61.67	**$**	**1,487,021.00**
D30	**Heating, Ventilation & Air Conditioning**					
	HVAC Systems & Equipments					
	Building A - Type III	15,652	SF	38.50	$	602,602.00
	Building A - Type III	8,462	SF	44.55	$	376,982.10
	Building B - Type III	0	SF	-	$	-
	5,000 Gal Fuel Tank & TWO Pumps Station	2	LS	150,000.00	$	300,000.00
	Heating, Ventilation & Air Conditioning Total			53.06	**$**	**1,279,584.10**
D40	**Fire Protection**					
	Fire Protection Systems					
	Building A - Type III	15,652	SF	7.25	$	113,477.00
	Building A - Type III	8,462	SF	7.25	$	61,349.50
	Building B - Type III	0	SF	7.25	$	-
	Fire Protection Total			7.25 SF	**$**	**174,826.50**
D50	**Electrical Lighting, Security, Power & Communications**					
	Electrical, Lighting , security & Communications / PA Systems					
	Electrical Power & Wiring Distribution					
	Building A - Type III	15,652	SF	61.57	$	963,693.64
	Building A - Type III	8,462	SF	48.50	$	410,407.00
	Building B - Type III	0	SF	-	$	-
	No - Car Wash & Recycle Water System	0	SF	28.50	$	-
	Charging Stations	2	EA	5,000.00	$	10,000.00
	Solar System	1	LS	150,000.00	$	150,000.00
	Internet, CCTV Security, & PA system	33,000	SF	3.50	$	115,500.00
	Electrical Lighting, Power & Communications / PA system Total			68.41	**$**	**1,649,600.64**
D	**Services**			**193.29**	**$**	**4,661,032.24**
E10	**Equipment**					
	E1010 Commercial Equipment					
	OFCI Equipment including Anchorage	1	LS	100,000.00	$	100,000.00
	Kitchen & Service Café Equipment	1,500	SF	45.50	$	68,250.00

New Area

			Building Site	24,114 SF 95,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Equipment Total			6.98	**$**	**168,250.00**
E20	**Furnishings**					
	E2010 Fixed Furnishings					
	Casework					
	U/L Cabinets and Countertops (Plastic Laminate with Solid Surface)	1	LS	85,000.00	$	85,000.00
	Interior Specialties Including: Corner guards Recessed Fire Extinguisher Cabinets Railings & Handrails Restroom Accessories Restroom Compartments Protective Wall Covering Lockers	27,614	SF	5.50	$	151,877.00
	Interior Signage					
	Allow for Interior Signage		SF	-	$	-
	Restroom Specialties Toilet cubicles; galvanized with baked enamel finish Shower Cubicle Urinal Screen Grab Bars Coat Hooks Mirrors Above Vanity	3,300	SF	25.50	$	84,150.00
	Window Treatment					
	Interior Window Treatments	1	LS	15,000.00	$	15,000.00
	Furnishings Total			-	**$**	**336,027.00**
E	**Equipment & Furnishings**			**20.91**	**$**	**504,277.00**
F10	**Special Construction**					
	F1010 Integrated Construction					
	Integrated Construction	0	LS	-	$	-
	Communication & Satellite dishes					
	Tower Communication & Satellite	1	LS	150,000.00	$	150,000.00
	Window Washing					
	Window Washing System	0	LS	-	$	-
	Loading Dock					
	Loading Dock Allowance	1	LS	15,000.00	$	15,000.00
	Special Construction Total			6.84	**$**	**165,000.00**
F20	**Selective Demolition**					
	Selective Demolition Total			$0.00	**$**	**-**
F	**Special Construction & Demolition**			**$6.84**	**$**	**165,000.00**

New Area

			Building	24,114 SF		
			Site	95,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
G10	**Site Preparation**					
	G1010 Site Clearing					
	New Site					
	Removal of Existing, Landscape	95,000	SF	8.50	$	807,500.00
	Fine Grading of Soil for New Building	95,000	SF	6.50	$	617,500.00
	Protection of Existing Site Items	1	LS	50,000.00	$	50,000.00
	Erosion Control	95,000	SF	1.50	$	142,500.00
	Site Preparation Total			$67.08	**$**	**1,617,500.00**
G20	**Site Improvements**					
	G2060 Site Development					
	Main Entry Plaza	0	SF	-	$	-
	Area Plaza	0	SF	-	$	-
	Garden & Planter Area	23,750	SF	8.50	$	201,875.00
	Loading & Accessible Parking	0	SF	-	$	-
	Service Yard	0	SF	-	$	-
	Site Improvements & Site Furnishings	23,750	SF	3.50	$	83,125.00
	Site Improvements Total			$11.82	**$**	**285,000.00**
G30	**Site Mechanical Utilities**					
	Water / Fire / Storm Water Laterals Allowance / Connections to Exiting Servcie	1	LS	150,000.00	$	150,000.00
	Site Stormwater Allowance	1	LS	35,000.00	$	35,000.00
	Irrigation	19,000	SF	5.50	$	104,500.00
	Site Mechanical Utilities Total			$12.01	**$**	**289,500.00**
G40	**Site Electrical Utilities**					
	City & County Electrical Utility Connection Allowance	1	LS	85,000.00	$	85,000.00
	Site Lighting & Flood Lights	47,500	SF	3.50	$	166,250.00
	Site Electrical Utilities Total			$10.42	**$**	**251,250.00**
G50	**Other Site Constraints**					
	Other Site Constraints Total			$0.00	**$**	**-**
G	**Sitework**				**$**	**2,443,250**
	Elemental Cost Before Contingencies			**777.86**	**$**	**18,757,293**
Z10	Design Contingency	10%		77.79	$	1,875,729
Z10	Construction Contingency	2%		15.56	$	375,146
Z11	General Requirements	5%		38.89	$	937,865
Z12	Construction Phasing Allowance	0%		0.00	$	-
Z13	Loss of Productivity	0%		0.00	$	-
	Elemental Cost Including Contingencies			**910.10**	**$**	**21,946,033**

New Area

			Building	Site
			24,114 SF	95,000 SF

	Description	Quantity	Unit	Rate		Total
Z21	Existing Conditions	5%		45.50	$	1,097,302
Z22	Bonds & Insurance	3%		23.89	$	576,083
Z23	Contractor's Overhead, Profit & Fee	5%		44.08	$	1,062,874
	Construction Cost Before Escalation			**1,023.57**	**$**	**24,682,292**

Project Name: MARIPOSA SD HQ - V1 - Building A
Project Location: Mariposa County

Program Areas

9/15/2023

Building Gross Square Footage (BGSF)

	Description	Locations	TOTAL
New Building Facilities	Level 1	Building A - Type III	15,652 SF
New Building Facilities	Level 2	Building A - Type III	8,462 SF
New Building Facilities	Level 1	Building B - Type III	0 SF
New Building Facilities	Level 1	No - Car Wash & Recycle Water System	0 SF
		Total	24,114 SF

Escalation is assumed per annum & Midpoint of construction

Escalation		
Term Start		10/1/2023
Construction Start Date		1/1/2025
Construction End Date		12/31/2026
Mid Point of Construction		12/31/2025
Project Value (before escalation)	$	24,682,292
Escalation Applied (%)		**11.14%**
Escalation Applied ($)	$	2,750,379
Escalated Project Value	$	27,432,672

Occupancy Classification	
Description	**Group(s)**
Assembly (A)	A-1, A-2, A-3, A-4, A-5
Business (B)	B
Educational (E)	E
Factory and Industrial (F)	F-1, F-2
High Hazard (H)	H-1, H-2, H-3, H-4, H-5
Institutional (I)	I-1, I-2, I-3, I-4
Mercantile (M)	M
Residential (R)	R-1, R-2, R-3, R-3.1, R-4
Storage (S)	S-1, S-2
Utility and Miscellaneous (U)	U

Construction Types I & II

Types I & II construction are fully noncombustible, with exceptions noted in Section 603 (per the 2018 IBC). Sub-designations to both construction types (I-A, I-B, II-A & II-B) will determine to what degree the noncombustible elements require fire-resistance ratings. For example, Type II-B construction does not require any additional fire-resistance rating, and allows the noncombustible building elements to be exposed, where Type II-A construction requires the application of fire-resistant materials to be applied to these same building elements.

Construction Type III

Type III construction requires noncombustible exterior walls, and allows combustible interior construction. This construction type has been colloquially referred to as “ordinary” construction for decades, although this construction type was much more common in the second half of the 20th century and is not utilized as much nowadays.

Construction Type IV

Type IV construction requires noncombustible exterior walls, and requires the other building elements to be heavy timber. This construction type is commonly referred to as Heavy Timber construction, as it relies on the thickness and mass of the heavy timber elements to provide a degree of fire-resistance.

Construction Type V

Type V construction allows any type of material allowed per code. Typically Type V construction is used for wood buildings, where the exterior walls, roof, floors, etc. are all framed with wood. Sub-designations to Type V construction (V-A and V-B) will determine to what degree the building elements require fire-resistance ratings or not.

Vanir Construction Management , Inc.
4540 Duckhorn Drive, # 300
Sacramento, CA 95834
P: 916-575-8888

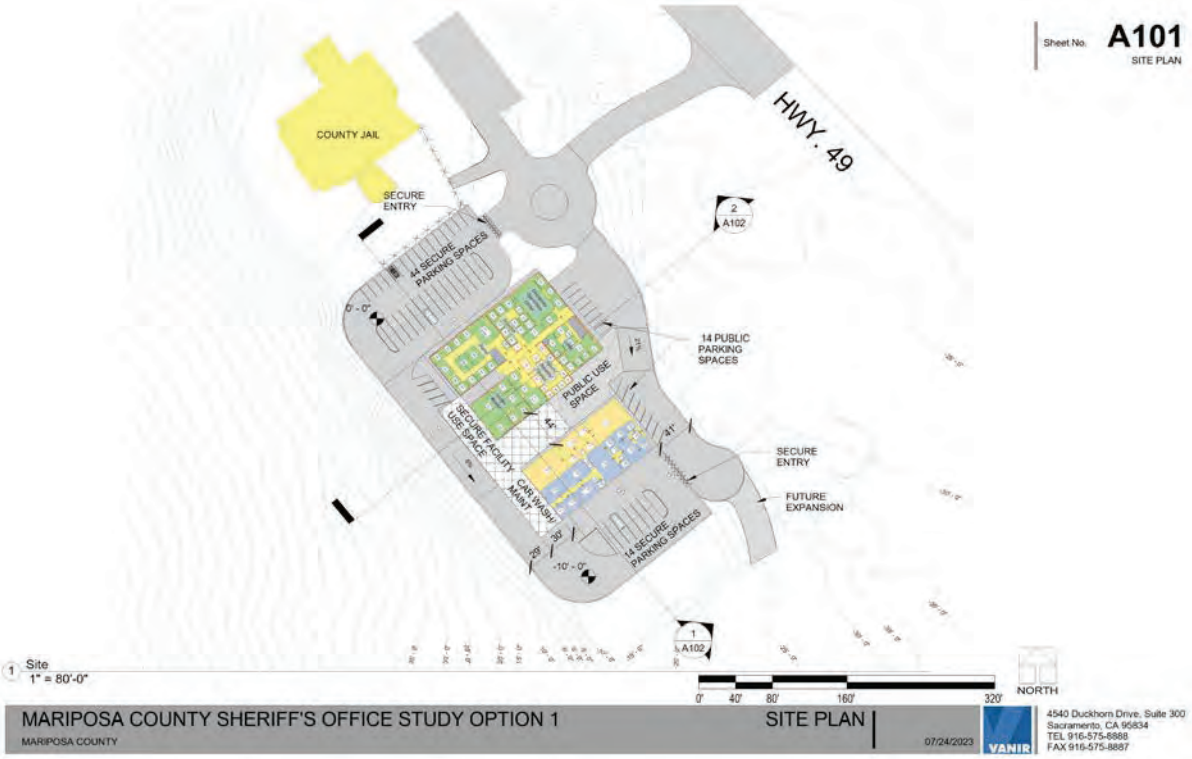
Conceptual Cost Estimate

for

Project Name: MARIPOSA SO HQ - V1.1- Building B

Project Location: Mariposa County

September 12, 2023

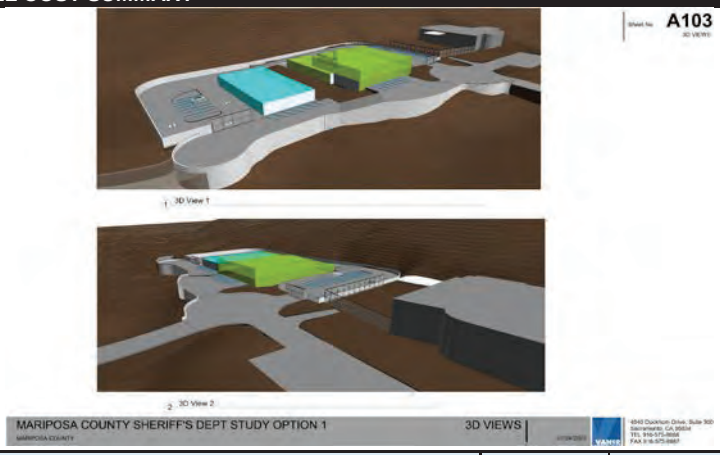


Project Name: MARIPOSA SO HQ - V1.1- Building B

Project Location: Mariposa County

9/15/2023

OVERALL COST SUMMARY



Construction Costs	Square Feet	$/SF	Cost
Building and Site Subtotal	**8,462**	**$ 804.98**	**$ 6,811,777**
Escalation	11.14%	$ 89.70	$ 759,045
Recommended Budget for Construction		**$ 894.68**	**$ 7,570,822**

Soft Costs	Soft Cost as % of Hard	$/SF	Cost
DBE Design and Engineering Consultant Fees	10.0%	$ 89.47	$ 757,082
DBE Pre-Construction Fees (included in DBE Design & Engineering)	0.0%	$ -	$ -
Owner Contingency	3.0%	$ 26.84	$ 227,125
Project Management/Master Architect/Construction Management Fees	8.0%	$ 71.57	$ 605,666
Material Testing and Special Inspection	2.0%	$ 17.89	$ 151,416
Geotechnical Report	0.6%	$ 5.37	$ 45,425
Inspector of Record	3.0%	$ 26.84	$ 227,125
Plan Check (Third Party Reviewer)	0.8%	$ 7.16	$ 60,567
Building Permits and Agency Fees	1.2%	$ 10.29	$ 87,064
Survey	0.2%	$ 1.79	$ 15,142
Building Commissioning Services (Title 24/GreenCode)	1.0%	$ 8.95	$ 75,708
Bid/Advertise/Printing	0.2%	$ 1.79	$ 15,142
Advertising, Messengering, Reimbursable	0.0%	$ -	$ -
Mock-ups	0.0%	$ -	$ -
Art & All associated Costs	0.0%	$ -	$ -
Legal Fees	0.0%	$ -	$ -
Furnishing, Fixtures and Equipment (FF&E)	5.0%	$ 44.73	$ 378,541
Internal Staffing Recharge	0.0%	$ -	$ -
CDE Plan Check	0.0%	$ -	$ -
Capitalized Interest	0.0%	$ -	$ -
Hazardous Abatement Costs	0.0%	$ -	$ -
Removal of exist. Relocatable bldgs.	0.0%	$ -	$ -
Total Soft Cost		**$ 312.69**	**$ 2,646,002**
Total Project Budget		**$ 1,207.38**	**$ 10,216,824**

Project Name: MARIPOSA SO HQ - V1.1- Building B

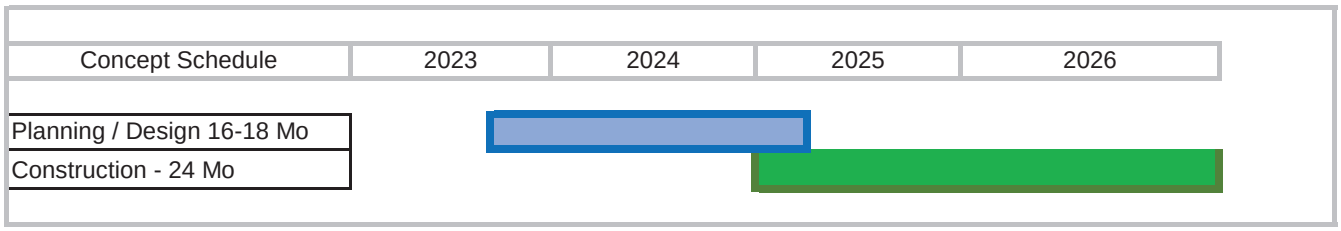
Project Location: Mariposa County

September 12, 2023

Qualifications:

The Estimate is based on the document, dated 04/12/2023

1. Exterior skin consists of 100% Plaster
2. Concrete with Structural steel assumed to be an average of 19 lbs/sf for entire building
3. The Mechanical on the roof is to d to be open surrounded by a screen
4. A mat slab with SOG foundation is assumed
5. All floor heights assumed to be 15'
6. Floor SOB construction assumed to be 6"
7. Some architectural cladding is assumed on all new buildings
8. Interiors & Services was priced at $/SF for different functional areas
9. The green area & landscaping allowances
10. NO loading dock service yard is assumed
11. Escalation is assumed to be 4.6% per annum to midpoint of construction



Exclusion:

Construction Phasing costs,
Loss of productivity costs,
Premium or Shift Work,
Improvements/repairs to Any Access Roads,
Land & Building acquisition,
Limited Bad soil or rock excavation,
Major utility routing from the existing Site,
Any future expansion of site,
No LEED Building,
Limited Solar Technology System

Project Name: MARIPOSA SO HQ - V1.1- Building B
Project Location: Mariposa County

SUMMARY TOTAL CONSTRUCTION COST

			ASC Total	
			$/SF	TOTAL
Building SF			**8,462 SF**	
Affected Area			**95,000 SF**	
A10	Foundations		35.50	300,401
A20	Basement Construction		0.00	-
A	Substructure		35.50	300,401
B10	Superstructure		220.82	1,868,562
B20	Exterior Enclosure		90.47	765,516
B30	Roofing		42.70	361,287
B	Shell		353.98	2,995,365
C10	Interior Construction		8.50	71,927
C20	Stairways		0.00	-
C30	Interior Finishes		12.50	105,775
C	Interiors		21.00	177,702
D10	Conveying Systems		0.00	-
D20	Plumbing Systems		55.50	469,641
D30	Heating, Ventilation & Air Conditioning		44.50	376,559
D40	Fire Protection		7.25	61,350
D50	Electrical Lighting, Power & Communications		66.89	566,005
D	Services		174.14	1,473,555
E10	Equipment		8.95	75,735
E20	Furnishings		10.50	88,848
E	Equipment & Furnishings		19.45	164,583
F10	Special Construction		0.00	-
F20	Selective Demolition		0.00	-
F	Special Construction & Demolition		0.00	-
G10	Site Preparation		0.00	-
G20	Site Improvements		1.77	15,000
G30	Site Mechanical Utilities		5.91	50,000
G40	Site Electrical Utilities		0.00	-
G90	Other Site Constraints		0.00	-
G	Sitework		7.68	65,000
	Elemental Cost Before Contingencies		**612**	**5,176,606**
Z10	Design Contingency	10.0%	61.17	517,661
Z10	Construction Contingency	2.0%	12.23	103,532
Z11	General Requirements	5.0%	30.59	258,830
Z12	Construction Phasing Allowance	0.0%	0.00	-
Z13	Loss of Productivity	0.0%	0.00	-
	Elemental Cost Including Contingencies		715.74	6,056,629
Z21	Existing Conditions	5.00%	35.79	302,831
Z22	Bonds & Insurance	2.50%	18.79	158,987
Z23	Contractor's Overhead, Profit & Fee	4.50%	34.66	293,330
	Construction Cost Before Escalation		**804.98**	**6,811,777**

New Area

				Building	8,462 SF		
				Site	95,000 SF		
	Description	Quantity	Unit	Rate		Total
A10	**Foundations**					
	A1010 Standard Foundations					
	Mat Slab					
	Foundations & SOG	8,462	SF	35.50	$	300,401.00
	Other Foundations					
	Elevator Pit Allowance	0	LS	-	$	-
	Foundations Total				**$**	**300,401.00**
A20	**Basement Construction**					
	Basement Construction Total				**$**	**-**
A	**Substructure**			**35.50 SF**	**$**	**300,401.00**
B10	**Superstructure**					
	B1010 Floor Construction					
	Vertical and Horizontal Structure					
	Concrete / Block	8,462	SF	180.00	$	1,523,160.00
	Allow for Elevator Support Steel	0	LS	-	$	-
	Fireproofing Steel	8,462	SF	3.50	$	29,617.00
	Miscellaneous Work					
	Miscellaneous Metals Allowance & HandRails	8,462	SF	6.50	$	55,003.00
	Intumescent Paint Allowance	1	LS	5,000.00	$	5,000.00
	Mechanical Equipment Pads and Curbs	1	LS	1,500.00	$	1,500.00
	Metal Deck					
	Metal Deck Lay-out and Survey	8,462	SF	1.50	$	12,693.00
	3" 18 Gage Metal Decking	8,462	SF	7.50	$	63,465.00
	Allowance for Openings in Metal Deck	8,462	LS	1.50	$	12,693.00
	Fireproofing to Metal Deck	8,462	SF	2.50	$	21,155.00
	Concrete Deck Work					
	Deck fill concrete	8,462	SF	5.50	$	46,541.00
	Formwork	8,462	SF	2.50	$	21,155.00
	Concrete on Metal Deck	94	CY	175.00	$	16,453.89
	Waterproofing, Pump, Place, Cure and Finish	8,462	SF	3.50	$	29,617.00
	Provision for Joint Sealants to Floors	1,300	SF	1.50	$	1,950.00
	Rebar to Concrete fill	19,040	LBS	1.50	$	28,559.25
	Superstructure Total			220.82	**$**	**1,868,562.14**
B20	**Exterior Enclosure**					
	B2010 Exterior Walls					
	Exterior Wall Construction					
	Architectural Plaster Panels	5,923	SF	55.00	$	325,787.00

New Area

				Building	8,462 SF		
				Site	95,000 SF		
	Description		**Quantity**	**Unit**	**Rate**		**Total**
	Curtain Wall Assemblies (30%)		2,539	SF	75.00	$	190,395.00
	Wall Framing Furring and Insulation						
	Exterior Wall Insulation, Sheathing (Precast)		8,462	SF	5.50	$	46,541.00
	Support Framing Behind Precast Panels		8,462	SF	4.50	$	38,079.00
	Firesafing at Slab Perimeter		8,462	LF	2.50	$	21,155.00
	Interior Finish to Exterior Walls - Gypsum with Paint		5,923	SF	8.50	$	50,348.90
	Exterior Screens/Closures						
	Louvered Mechanical Screen at Roof		1	LS	15,000.00	$	15,000.00
	Other Architectural Detailing		0	SF	-	$	-
	Miscellaneous						
	Allow Caulking and Sealing		8,462	SF	1.50	$	12,693.00
	Miscellaneous Trims, Waterproofing, Details		8,462	SF	2.00	$	16,924.00
	Miscellaneous Sheet Metal Allowance		0.00	LS	6.50	$	-
	Mock Up & Testing		1.00	LS	5,000.00	$	5,000.00
	Exterior Building Signage		1	LS	2,500.00	$	2,500.00
	Interior Signs		8,462.00	SF	1.50	$	12,693.00
	Allowance for Leave out Panel and Sequencing		0.00	LS	-	$	-
	Exterior Doors						
	Exterior Doors - Allowance		4.00	EA	1,850.00	$	7,400.00
	Door Hardware Allowance		4.00	EA	1,500.00	$	6,000.00
	DD GL Entrance Doors		1.00	EA	15,000.00	$	15,000.00
		Exterior Enclosure Total			90.47	**$**	**765,515.90**
B30	**Roofing**						
	B3010 Roofing						
	TPO - Roofing		8,462	SF	28.50	$	241,167.00
	Allow for Walking Pads		8,462	SF	3.50	$	29,617.00
	Metals						
	Roof Flashing & Sheet Metal Works		8,462	SF	6.50	$	55,003.00
	Canopies						
	Main Entrance Canopy		0	SF	15.00	$	-
	Miscellaneous						
	Roof Drains - Assumed Quantity		5	EA	2,500.00	$	12,500.00
	Roof Drainage System to City / County Drain		2	EA	5,000.00	$	10,000.00
	Penetrations to Roof - Allowance		1	LS	5,000	$	5,000.00
	Allow for Water Testing at Roof		1	LS	5,000	$	5,000.00
	Allow Roof Access Hatches		1	EA	3,000.00	$	3,000.00
		Roofing Total			42.70	**$**	**361,287.00**
B	**Shell**				**353.98**	**$**	**2,995,365.04**
C10	**Interior Construction**						

New Area

				Building	8,462 SF		
				Site	95,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Stud Vertical Framing					
	L1 Building A	0	SF	25.50	$	-
	L2 Building A	0	SF	25.50	$	-
	Building B	8462	SF	8.50	$	71,927.00
	No Car Wash & Water Recycler	0	SF	8.50	$	-
	Interior Construction Total			8.50	**$**	**71,927.00**
C20	**Stairways**					
	Staircases					
	Staircase	0	FLR	-	$	-
	Allow for Handrail, Balustrading and Specialty Finishes	0	LS	-	$	-
	Stairways Total			-	**$**	**-**
C30	**Interior Finishes & Flooring**					
	Painting & Finish					
	L1 Building A	0	SF	-	$	-
	L2 Building A	0	SF	-	$	-
	Building B	8,462	SF	12.50	$	105,775.00
	No Car Wash & Water Recycler	0	SF	-	$	-
	Interior Finishes Total			12.50	**$**	**105,775.00**
C	**Interiors**			**21.00**	**$**	**177,702.00**
D10	**Conveying Systems**					
	D1010 Vertical Conveying Systems					
	Public Elevators					
	3,500 lbs Capacity Public Elevator, 1 Stops	0	EA	-	$	-
	Allow for Custom CAB Finishes at Passenger Elevators	0	EA	-	$	-
	Service Elevators					
	5,000 lbs Capacity Service Elevator, 3 Stops	0	EA	-	$	-
	3,500 lbs Capacity CSPD Elevator, 2 Stops	0	EA	-	$	-
	Allow for Custom CAB Finishes at Passenger Elevators	0	EA	-	$	-
	Conveying Systems Total			-	**$**	**-**
D20	**Plumbing Systems**					
	Plumbing Systems					
	Wet Services					
	L1 Building A	0 SF	SF	65.00	$	-
	L2 Building A	0 SF	SF	55.50	$	-
	Building B	8,462 SF	SF	55.50	$	469,641.00
	No Car Wash & Water Recycler	0 SF	SF	-	$	-
	#REF!	4,500 SF	SF	-	$	-

New Area

				Building	8,462 SF		
				Site	95,000 SF		
	Description	**Quantity**	**Unit**		**Rate**		**Total**
	0						
	Plumbing Systems				55.50	**$**	**469,641.00**
D30	**Heating, Ventilation & Air Conditioning**						
	HVAC Systems & Equipments						
	L1 Building A	0	SF		-	$	-
	L2 Building A	0	SF		-	$	-
	Building B	8,462	SF		44.50	$	376,559.00
	No Car Wash & Water Recycler	0	SF		-	$	-
	0	0	SF		-	$	-
	0	0	SF		-	$	-
	COVID Planning	0	LS		-	$	-
		0					
	Heating, Ventilation & Air Conditioning Total				44.50	**$**	**376,559.00**
D40	**Fire Protection**						
	Fire Protection Systems						
	L1 Building A	0	SF		7.25	$	-
	L2 Building A	0	SF		7.25	$	-
	Building B	8,462	SF		7.25	$	61,349.50
	No Car Wash & Water Recycler	0	SF		7.25	$	-
	Fire Protection Total				7.25 SF	**$**	**61,349.50**
D50	**Electrical Lighting, Security, Power & Communications**						
	Electrical, Lighting , security & Communications / PA Systems						
	Electrical Power & Wiring Distribution						
	L1 Building A	0	SF		61.57	$	-
	L2 Building A	0	SF		48.50	$	-
	Building B	8,462	SF		61.57	$	521,005.34
	No Car Wash & Water Recycler	0	SF		68.50	$	-
	0	0	SF		35.50	$	-
	Internet, CCTV Security, & PA system	1	LS		45,000.00	$	45,000.00
	Electrical Lighting, Power & Communications / PA system Total				66.89	**$**	**566,005.34**
D	**Services**				**174.14**	**$**	**1,473,554.84**
E10	**Equipment**						
	E1010 Commercial Equipment						
	OFCI Equipment including Anchorage	8,462	SF		8.50	$	71,927.00
	Kitchen & Service Café Equipment	846	SF		4.50	$	3,807.90
	Equipment Total				8.95	**$**	**75,734.90**
E20	**Furnishings**						

New Area

				Building	8,462 SF		
				Site	95,000 SF		
	Description	**Quantity**	**Unit**		**Rate**		**Total**
	E2010 Fixed Furnishings						
	Casework						
	U/L Cabinets and Countertops (Plastic Laminate with Solid Surface)	1	LS		50,000.00	$	50,000.00
	Interior Specialties Including:	8,462	SF		2.50	$	21,155.00
	Corner guards						
	Recessed Fire Extinguisher Cabinets						
	Railings & Handrails						
	Restroom Accessories						
	Restroom Compartments						
	Protective Wall Covering						
	Lockers						
	Interior Signage						
	Allow for Interior Signage		SF		-	$	-
	Restroom Specialties	423	SF		30.00	$	12,693.00
	Toilet cubicles; galvanized with baked enamel finish						
	Shower Cubicle						
	Urinal Screen						
	Grab Bars						
	Coat Hooks						
	Mirrors Above Vanity						
	Window Treatment						
	Interior Window Treatments	1	LS		5,000.00	$	5,000.00
					-		
	Furnishings Total				-	**$**	**88,848.00**
E	**Equipment & Furnishings**				**19.45**	**$**	**164,582.90**
F10	**Special Construction**						
	F1010 Integrated Construction						
	Integrated Construction						
		0	LS		-	$	-
	Communication & Satellite dishes						
	Tower Communication & Satellite	0	LS		-	$	-
	Window Washing						
	Window Washing System	0	LS		-	$	-
	Loading Dock						
	Loading Dock Allowance	0	LS		-	$	-
	Special Construction Total				-	**$**	**-**
F20	**Selective Demolition**						
	Selective Demolition Total				$0.00	**$**	**-**
F	**Special Construction & Demolition**				**$0.00**	**$**	**-**
G10	**Site Preparation**						
	G1010 Site Clearing						

New Area

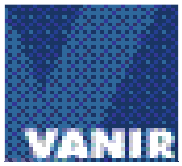
				Building	8,462 SF		
				Site	95,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	New Site					
	Removal of Existing, Landscape	0	SF	8.50	$	-
	Fine Grading of Soil for New Building	0	SF	6.50	$	-
	Protection of Existing Site Items	0	LS	50,000.00	$	-
	Erosion Control	0	SF	1.50	$	-
	Site Preparation Total			$0.00	**$**	**-**
G20	**Site Improvements**					
	G2060 Site Development					
	Main Entry Plaza	0	SF	150.00	$	-
	Area Plaza	0	SF	125.00	$	-
	Garden & Planter Area	0	SF	8.50	$	-
	Loading & Accessible Parking	0	SF	75.00	$	-
	Service Yard	0	SF	50.00	$	-
	Site Improvements & Site Furnishings	10,000	SF	1.50	$	15,000.00
	Site Improvements Total			$1.77	**$**	**15,000.00**
G30	**Site Mechanical Utilities**					
	Water / Fire / Storm Water Laterals Allowance / Connections to Exiting Servcie	1	LS	35,000.00	$	35,000.00
	Site Stormwater Allowance	1	LS	15,000.00	$	15,000.00
	Irrigation	0	SF	3.00	$	-
	Site Mechanical Utilities Total			$5.91	**$**	**50,000.00**
G40	**Site Electrical Utilities**					
	City & County Electrical Utility Connection Allowance	0	LS	150,000.00	$	-
	Site Lighting & Flood Lights	0	SF	3.50	$	-
	Site Electrical Utilities Total			$0.00	**$**	**-**
G50	**Other Site Constraints**					
	Other Site Constraints Total			$0.00	**$**	**-**

G	**Sitework**			**$**	**65,000**
	Elemental Cost Before Contingencies		**611.75**	**$**	**5,176,606**
Z10	Design Contingency	10.00%	61.17	$	517,661
Z10	Construction Contingency	2.00%	12.23	$	103,532
Z11	General Requirements	5.00%	30.59	$	258,830
Z12	Construction Phasing Allowance	0.00%	0.00	$	-
Z13	Loss of Productivity	0.00%	0.00	$	-
	Elemental Cost Including Contingencies		**715.74**	**$**	**6,056,629**
Z21	Existing Conditions	5.00%	35.79	$	302,831
Z22	Bonds & Insurance	2.50%	18.79	$	158,987
Z23	Contractor's Overhead, Profit & Fee	4.50%	34.66	$	293,330

New Area

			Building	8,462 SF	
			Site	95,000 SF	
Description	**Quantity**	**Unit**	**Rate**		**Total**
Construction Cost Before Escalation			**804.98**	**$**	**6,811,777**

Project Name: MARIPOSA SO HQ - V1.1- Building B
Project Location: Mariposa County



Program Areas

9/15/2023

Building Gross Square Footage (BGSF)

	Description	Locations	TOTAL
New Building Facilities	Level 1	L1 Building A	0 SF
New Building Facilities	Level 2	L2 Building A	0 SF
New Building Facilities	Level 1	Building B	8,462 SF
New Building Facilities	Level 1	No Car Wash & Water Recycler	0 SF
	Level 1		0 SF
		Total	8,462 SF

Escalation is assumed per annum & Midpoint of construction

Escalation		
Term Start		10/1/2023
Construction Start Date		1/1/2025
Construction End Date		12/31/2026
Mid Point of Construction		12/31/2025
Project Value (before escalation)	$	6,811,777
Escalation Applied (%)		**11.14%**
Escalation Applied ($)	$	759,045
Escalated Project Value	$	7,570,822

Occupancy Classification	
Description	**Group(s)**
Assembly (A)	A-1, A-2, A-3, A-4, A-5
Business (B)	B
Educational (E)	E
Factory and Industrial (F)	F-1, F-2
High Hazard (H)	H-1, H-2, H-3, H-4, H-5
Institutional (I)	I-1, I-2, I-3, I-4
Mercantile (M)	M
Residential (R)	R-1, R-2, R-3, R-3.1, R-4
Storage (S)	S-1, S-2
Utility and Miscellaneous (U)	U

Construction Types I & II

Types I & II construction are fully noncombustible, with exceptions noted in Section 603 (per the 2018 IBC). Sub-designations to both construction types (I-A, I-B, II-A & II-B) will determine to what degree the noncombustible elements require fire-resistance ratings. For example, Type II-B construction does not require any additional fire-resistance rating, and allows the noncombustible building elements to be exposed, where Type II-A construction requires the application of fire-resistant materials to be applied to these same building elements.

Construction Type III

Type III construction requires noncombustible exterior walls, and allows combustible interior construction. This construction type has been colloquially referred to as "ordinary" construction for decades, although this construction type was much more common in the second half of the 20th century and is not utilized as much nowadays.

Construction Type IV

Type IV construction requires noncombustible exterior walls, and requires the other building elements to be heavy timber. This construction type is commonly referred to as Heavy Timber construction, as it relies on the thickness and mass of the heavy timber elements to provide a degree of fire-resistance.

Construction Type V

Type V construction allows any type of material allowed per code. Typically Type V construction is used for wood buildings, where the exterior walls, roof, floors, etc. are all framed with wood. Sub-designations to Type V construction (V-A and V-B) will determine to what degree the building elements require fire-resistance ratings or not.

Vanir Construction Management , Inc.
4540 Duckhorn Drive, # 300
Sacramento, CA 95834
P: 916-575-8888

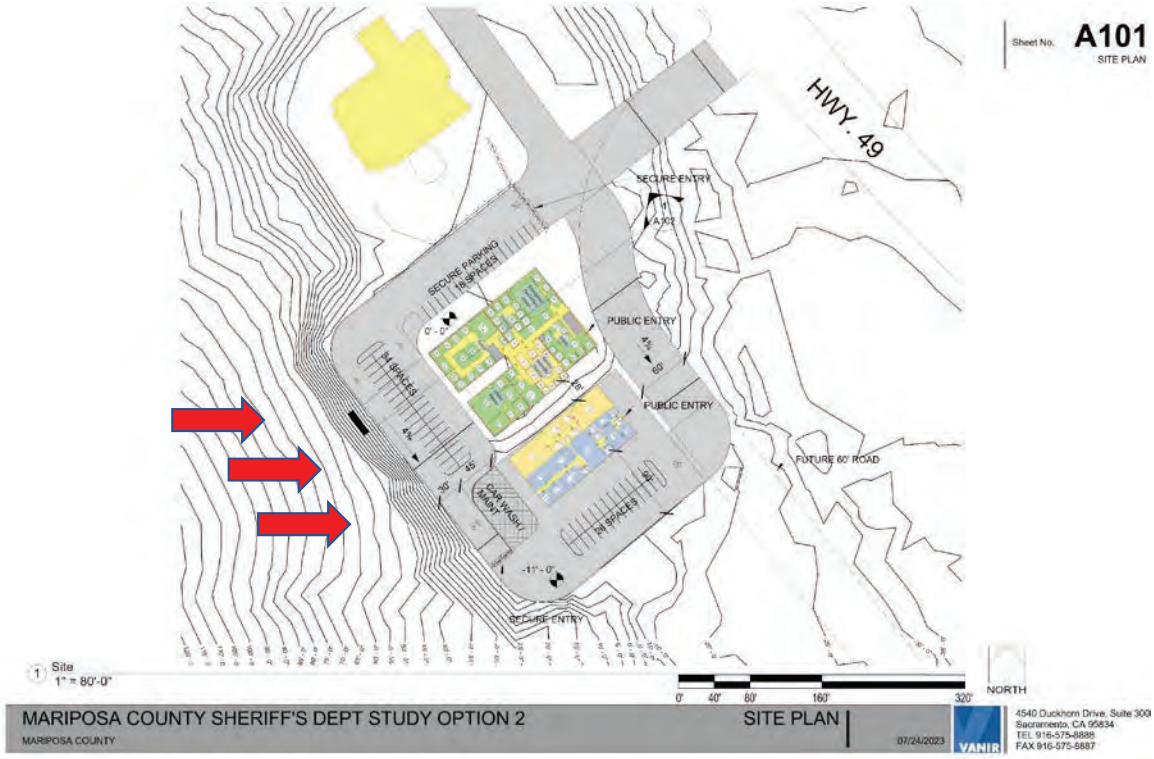
Conceptual Cost Estimate

for

Project Name: MARIPOSA SD HQ - V2 - Building A

Project Location: Mariposa County

September 11, 2023



Project Name: MARIPOSA SD HQ - V2 - Building A

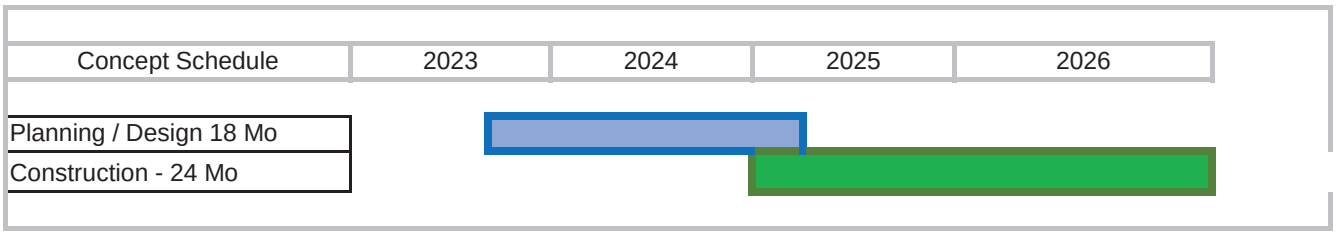
Project Location: Mariposa County

September 11, 2023

Qualifications:

The Estimate is based on the document, dated 04/12/2023

1 Exterior skin consists of 100% Plaster
2 Concrete with Structural steel assumed to be an average of 19 lbs/sf for entire building
3 The Mechanical on the roof is to d to be open surrounded by a screen
4 A mat slab with SOG foundation is assumed
5 All floor heights assumed to be 15'
6 Floor SOB construction assumed to be 6"
7 Some architectural cladding is assumed on all new buildings
8 Interiors & Services was priced at $/SF for different functional areas
9 The green area & landscaping allowances
10 NO loading dock service yard is assumed
11 Escalation is assumed to be 4.59% per annum to midpoint of construction



Exclusion:

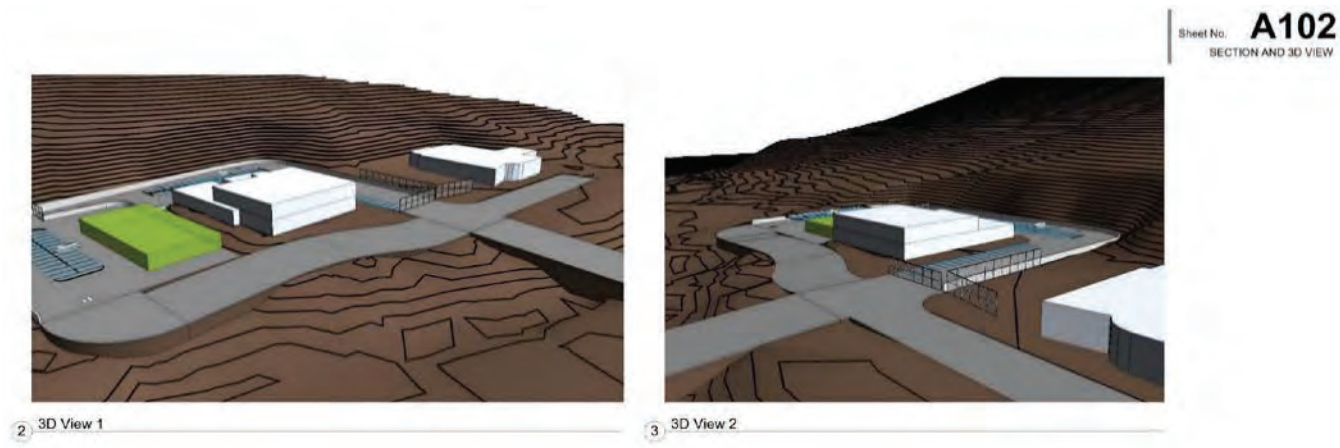
Construction Phasing costs,
Loss of productivity costs,
Premium or Shift Work,
Improvements/repairs to Any Access Roads,
Land & Building acquisition,
Limited Bad soil or rock excavation,
Major utility routing from the existing Site,
Any future expansion of site,
No LEED Building,
Limited Solar Technology System

Project Name: MARIPOSA SD HQ - V2 - Building A

Project Location: Mariposa County

9/15/2023

OVERALL COST SUMMARY



Construction Costs	Square Feet	$/SF	Cost
Building and Site Subtotal	**24,114**	**$ 1,144.98**	**$ 27,610,024**
Escalation	11.14%	$ 127.59	$ 3,076,620
Recommended Budget for Construction		**$ 1,272.57**	**$ 30,686,645**

Soft Costs	Soft Cost as % of Hard	$/SF	Cost
DBE Design and Engineering Consultant Fees	10.0%	$ 127.26	$ 3,068,664
DBE Pre-Construction Fees (included in DBE Design & Engineering)	0.0%	$ -	$ -
Owner Contingency	3.0%	$ 38.18	$ 920,599
Project Management/Master Architect/Construction Management Fees	8.0%	$ 101.81	$ 2,454,932
Material Testing and Special Inspection	2.0%	$ 25.45	$ 613,733
Geotechnical Report	0.6%	$ 7.64	$ 184,120
Inspector of Record	3.0%	$ 38.18	$ 920,599
Plan Check (Third Party Reviewer)	0.8%	$ 10.18	$ 245,493
Building Permits and Agency Fees	1.2%	$ 14.63	$ 352,896
Survey	0.2%	$ 2.55	$ 61,373
Building Commissioning Services (Title 24/GreenCode)	1.0%	$ 12.73	$ 306,866
Bid/Advertise/Printing	0.2%	$ 2.55	$ 61,373
Advertising, Messengering, Reimbursable	0.0%	$ -	$ -
Mock-ups	0.0%	$ -	$ -
Art & All associated Costs	0.0%	$ -	$ -
Legal Fees	0.0%	$ -	$ -
Furnishing, Fixtures and Equipment (FF&E)	5.0%	$ 63.63	$ 1,534,332
Internal Staffing Recharge	0.0%	$ -	$ -
CDE Plan Check	0.0%	$ -	$ -
Capitalized Interest	0.0%	$ -	$ -
Hazardous Abatement Costs	0.0%	$ -	$ -
Removal of exist. Relocatable bldgs.	0.0%	$ -	$ -
Total Soft Cost		**$ 444.76**	**$ 10,724,982**
Total Project Budget		**$ 1,717.33**	**$ 41,411,627**

Project Name: MARIPOSA SD HQ - V2 - Building A
Project Location: Mariposa County

SUMMARY TOTAL CONSTRUCTION COST

			ASC Total	
			$/SF	TOTAL
Building SF			**24,114 SF**	
Affected Area			**130,000 SF**	
A10	Foundations		36.12	871,047
A20	Basement Construction		0.00	-
A	Substructure		36.12	871,047
B10	Superstructure		224.95	5,424,447
B20	Exterior Enclosure		102.42	2,469,717
B30	Roofing		43.03	1,037,617
B	Shell		370.40	8,931,781
C10	Interior Construction		25.50	614,907
C20	Stairways		1.74	42,000
C30	Interior Finishes		26.67	643,065
C	Interiors		53.91	1,299,972
D10	Conveying Systems		2.90	70,000
D20	Plumbing Systems		61.67	1,487,021
D30	Heating, Ventilation & Air Conditioning		53.06	1,279,584
D40	Fire Protection		7.25	174,827
D50	Electrical Lighting, Power & Communications		68.41	1,649,601
D	Services		193.29	4,661,032
E10	Equipment		6.98	168,250
E20	Furnishings		13.14	316,777
E	Equipment & Furnishings		20.11	485,027
F10	Special Construction		6.84	165,000
F20	Selective Demolition		0.00	-
F	Special Construction & Demolition		6.84	165,000
G10	Site Preparation		91.03	2,195,000
G20	Site Improvements		16.17	390,000
G30	Site Mechanical Utilities		13.60	328,000
G40	Site Electrical Utilities		12.96	312,500
G90	Other Site Constraints		0.00	-
G	Sitework		133.76	3,225,500
	Elemental Cost Before Contingencies		814	19,639,359
Z10	Design Contingency	10.0%	81.44	1,963,936
Z10	Construction Contingency	10.0%	81.44	1,963,936
Z11	General Requirements	5.0%	40.72	981,968
Z12	Construction Phasing Allowance	0.0%	0.00	-
Z13	Loss of Productivity	0.0%	0.00	-
	Elemental Cost Including Contingencies		1,018.05	24,549,199
Z21	Existing Conditions	5.00%	50.90	1,227,460
Z22	Bonds & Insurance	2.50%	26.72	644,416
Z23	Contractor's Overhead, Profit & Fee	4.50%	49.31	1,188,948
	Construction Cost Before Escalation		**1,144.98**	**27,610,024**

New Area

				Building	24,114 SF		
				Site	130,000 SF		
	Description		Quantity	Unit	Rate		Total
A10	**Foundations**						
	A1010 Standard Foundations						
	Mat Slab						
	Foundations & SOG		24,114	SF	35.50	$	856,047.00
	Other Foundations						
	Elevator Pit Allowance		1	LS	15,000.00	$	15,000.00
		Foundations Total				**$**	**871,047.00**
A20	**Basement Construction**						
		Basement Construction Total				**$**	**-**
A	**Substructure**				**36.12 SF**	**$**	**871,047.00**
B10	**Superstructure**						
	B1010 Floor Construction						
	Vertical and Horizontal Structure						
	Concrete / Block		24,114	SF	180.00	$	4,340,520.00
	Allow for Elevator Support Steel		1	LS	15,000.00	$	15,000.00
	Fireproofing Steel		24,114	SF	3.50	$	84,399.00
	Miscellaneous Work						
	Miscellaneous Metals Allowance & HandRails		24,114	SF	6.50	$	156,741.00
	Intumescent Paint Allowance		1	LS	15,000.00	$	15,000.00
	Mechanical Equipment Pads and Curbs		1	LS	5,000.00	$	5,000.00
	Metal Deck						
	Metal Deck Lay-out and Survey		24,114	SF	1.50	$	36,171.00
	3" 18 Gage Metal Decking		24,114	SF	7.50	$	180,855.00
	Allowance for Openings in Metal Deck		24,114	LS	3.50	$	84,399.00
	Fireproofing to Metal Deck		24,114	SF	3.25	$	78,370.50
	Concrete Deck Work						
	Deck fill concrete		24,114	SF	5.50	$	132,627.00
	Formwork		24,114	SF	5.50	$	132,627.00
	Concrete on Metal Deck		179	CY	175.00	$	31,325.00
	Waterproofing, Pump, Place, Cure and Finish		24,114	SF	3.50	$	84,399.00
	Provision for Joint Sealants to all Floors		1,200	SF	1.50	$	1,800.00
	Rebar to Concrete fill		30,143	LBS	1.50	$	45,213.75
	Car Wash & Recycle Water System		0	SF	50.00	$	-
		Superstructure Total			224.95	**$**	**5,424,447.25**
B20	**Exterior Enclosure**						
	B2010 Exterior Walls						
	Exterior Wall Construction						
	Architectural Plaster Panels		13,807	SF	55.00	$	759,385.00

New Area

				Building	24,114 SF		
				Site	130,000 SF		
	Description		**Quantity**	**Unit**	**Rate**		**Total**
	Curtain Wall Assemblies (30%)		7,234	SF	75.00	$	542,565.00
	Wall Framing Furring and Insulation						
	Exterior Wall Insulation, Sheathing (Precast)		24,114	SF	5.50	$	132,627.00
	Support Framing Behind Precast Panels		24,114	SF	15.00	$	361,710.00
	Firesafing at Slab Perimeter		27,614	LF	6.50	$	179,491.00
	Interior Finish to Exterior Walls - Gypsum with Paint		24,114	SF	8.50	$	204,969.00
	Exterior Screens/Closures						
	Louvered Mechanical Screen at Roof		1	LS	75,000.00	$	75,000.00
	Other Architectural Detailing		0	SF	-	$	-
	Miscellaneous						
	Allow Caulking and Sealing		24,114	SF	1.50	$	36,171.00
	Miscellaneous Trims, Waterproofing, Details		24,114	SF	2.00	$	48,228.00
	Miscellaneous Sheet Metal Allowance		0	LS	6.50	$	-
	Mock Up & Testing		1	LS	50,000.00	$	50,000.00
	Exterior Building Signage		1	LS	15,000.00	$	15,000.00
	Interior Signs		24,114	SF	1.50	$	36,171.00
	Allowance for Leave out Panel and Sequencing		0	LS	-	$	-
	Exterior Doors						
	Exterior Doors - Allowance		4	EA	1,850.00	$	7,400.00
	Door Hardware Allowance		4	EA	1,500.00	$	6,000.00
	DD GL Entrance Doors		1	EA	15,000.00	$	15,000.00
		Exterior Enclosure Total			102.42	**$**	**2,469,717.00**
B30	**Roofing**						
	Roofing						
	TPO - Roofing		24,114	SF	28.50	$	687,249.00
	Allow for Walking Pads		24,114	SF	3.50	$	84,399.00
	Metals						
	Roof Flashing & Sheet Metal Works		24,114	SF	8.50	$	204,969.00
	Added Canopies & Sheet Metal / Downpot - Car Wash		0	SF	35.25	$	-
	Canopies						
	Main Entrance Canopy		0	SF	15.00	$	-
				SF	-	$	-
	Miscellaneous						
	Roof Drains - Assumed Quantity		4	EA	2,500.00	$	10,000.00
	Roof Drainage System to City / County Drain		2	EA	15,000.00	$	30,000.00
	Penetrations to Roof - Allowance		1	LS	5,000	$	5,000.00
	Allow for Water Testing at Roof		1	LS	10,000	$	10,000.00
	Allow Roof Access Hatches		2	EA	3,000.00	$	6,000.00
		Roofing Total			43.03	**$**	**1,037,617.00**
B	**Shell**				**370.40**	**$**	**8,931,781.25**
C10	**Interior Construction**						

New Area

			Building	24,114 SF		
			Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Stud Vertical Framing					
	L1 Building A	15,652	SF	25.50	$	399,126.00
	L2 Building A	8,462	SF	25.50	$	215,781.00
	Building B	0	SF	8.50	$	-
			SF	-	$	-
	Interior Construction Total			25.50	**$**	**614,907.00**
C20	**Stairways**					
	Staircases					
	Staircase	1	FLR	30,000.00	$	30,000.00
	Allow for Handrail, Balustrading and Specialty Finishes	1	LS	12,000.00	$	12,000.00
	Stairways Total			1.74	**$**	**42,000.00**
C30	**Interior Finishes & Flooring**					
	Painting & Finish					
	L1 Building A	15,652	SF	22.50	$	352,170.00
	L2 Building A	8,462	SF	22.50	$	190,395.00
	Building B	0	SF	12.50	$	-
				-		
	Interior Doors					
	Doors - Allowance	30	EA	1,850.00	$	55,500.00
	Door Hardware Allowance	30	EA	1,500.00	$	45,000.00
	DD GL Entrance Doors	0	EA	-	$	-
	Interior Finishes Total			26.67	**$**	**643,065.00**
C	**Interiors**			**53.91**	**$**	**1,299,972.00**
D10	**Conveying Systems**					
	D1010 Vertical Conveying Systems					
	Public Elevators					
	3,500 lbs Capacity Public Elevator, 1 Stops	1	EA	55,000.00	$	55,000.00
	Allow for Custom CAB Finishes at Passenger Elevators	1	EA	15,000.00	$	15,000.00
	Service Elevators					
	5,000 lbs Capacity Service Elevator, 3 Stops	0	EA	-	$	-
	3,500 lbs Capacity CSPD Elevator, 2 Stops	0	EA	-	$	-
	Allow for Custom CAB Finishes at Passenger Elevators	0	EA	-	$	-
	Conveying Systems Total			2.90	**$**	**70,000.00**
D20	**Plumbing Systems**					
	Plumbing Systems					
	Wet Services					
	L1 Building A	15,652	SF	65.00	$	1,017,380.00

New Area

			Building	24,114 SF		
			Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	L2 Building A	8,462	SF	55.50	$	469,641.00
	Building B	0	SF	-	$	-
	NO Car Wash & Recycle Water System	0	SF	35.50	$	-
	0			-		
	0					
	Plumbing Systems			61.67	**$**	**1,487,021.00**
D30	**Heating, Ventilation & Air Conditioning**					
	HVAC Systems & Equipments					
	L1 Building A	15,652	SF	38.50	$	602,602.00
	L2 Building A	8,462	SF	44.55	$	376,982.10
	Building B	0	SF	-	$	-
	5,000 Gal Fuel Tank & TWO Pumps Station	2	SF	150,000.00	$	300,000.00
	Heating, Ventilation & Air Conditioning Total			1.00	**$**	**1,279,584.10**
D40	**Fire Protection**					
	Fire Protection Systems					
	L1 Building A	15,652	SF	7.25	$	113,477.00
	L2 Building A	8,462	SF	7.25	$	61,349.50
	Building B	0	SF	7.25	$	-
	Fire Protection Total			7.25 SF	**$**	**174,826.50**
D50	**Electrical Lighting, Security, Power & Communications**					
	Electrical, Lighting , security & Communications / PA Systems					
	Electrical Power & Wiring Distribution					
	L1 Building A	15,652	SF	61.57	$	963,693.64
	L2 Building A	8,462	SF	48.50	$	410,407.00
	Building B	0	SF	-	$	-
	NO Car Wash & Recycle Water System	0	SF	28.50	$	-
	Charging Stations	2	EA	5,000.00	$	10,000.00
	Solar System	1	LS	150,000.00	$	150,000.00
	Internet, CCTV Security, & PA system	33,000	SF	3.50	$	115,500.00
	Electrical Lighting, Power & Communications / PA system Total			68.41	**$**	**1,649,600.64**
D	**Services**			**193.29**	**$**	**4,661,032.24**
E10	**Equipment**					
	E1010 Commercial Equipment					
	OFCI Equipment including Anchorage	1	LS	100,000.00	$	100,000.00
	Kitchen & Service Café Equipment	1,500	SF	45.50	$	68,250.00

New Area

			Building	24,114 SF		
			Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Equipment Total			6.98	**$**	**168,250.00**
E20	**Furnishings**					
	E2010 Fixed Furnishings					
	Casework					
	U/L Cabinets and Countertops (Plastic Laminate with Solid Surface)	1	LS	85,000.00	$	85,000.00
	Interior Specialties Including:	24,114	SF	5.50	$	132,627.00
	Corner guards					
	Recessed Fire Extinguisher Cabinets					
	Railings & Handrails					
	Restroom Accessories					
	Restroom Compartments					
	Protective Wall Covering					
	Lockers					
	Interior Signage					
	Allow for Interior Signage		SF	-	$	-
	Restroom Specialties	3,300	SF	25.50	$	84,150.00
	Toilet cubicles; galvanized with baked enamel finish					
	Shower Cubicle					
	Urinal Screen					
	Grab Bars					
	Coat Hooks					
	Mirrors Above Vanity					
	Window Treatment					
	Interior Window Treatments	1	LS	15,000.00	$	15,000.00
				-		
	Furnishings Total			-	**$**	**316,777.00**
E	**Equipment & Furnishings**			**20.11**	**$**	**485,027.00**
F10	**Special Construction**					
	F1010 Integrated Construction					
	Integrated Construction					
		0	LS	-	$	-
	Communication & Satellite dishes					
	Tower Communication & Satellite	1	LS	150,000.00	$	150,000.00
	Window Washing					
	Window Washing System	0	LS	-	$	-
	Loading Dock					
	Loading Dock Allowance	1	LS	15,000.00	$	15,000.00
	Special Construction Total			6.84	**$**	**165,000.00**
F20	**Selective Demolition**					
	Selective Demolition Total			$0.00	**$**	**-**
F	**Special Construction & Demolition**			**$6.84**	**$**	**165,000.00**

New Area

			Building	24,114 SF		
			Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
G10	**Site Preparation**					
	G1010 Site Clearing					
	New Site					
	Removal of Existing, Landscape	130,000	SF	8.50	$	1,105,000.00
	Fine Grading of Soil for New Building	130,000	SF	6.50	$	845,000.00
	Protection of Existing Site Items	1	LS	50,000.00	$	50,000.00
	Erosion Control	130,000	SF	1.50	$	195,000.00
	Site Preparation Total			$91.03	**$**	**2,195,000.00**
G20	**Site Improvements**					
	G2060 Site Development					
	Main Entry Plaza	0	SF	-	$	-
	Area Plaza	0	SF	-	$	-
	Garden & Planter Area	32,500	SF	8.50	$	276,250.00
	Loading & Accessible Parking	0	SF	-	$	-
	Service Yard	0	SF	-	$	-
	Site Improvements & Site Furnishings	32,500	SF	3.50	$	113,750.00
	Site Improvements Total			$16.17	**$**	**390,000.00**
G30	**Site Mechanical Utilities**					
	Water / Fire / Storm Water Laterals Allowance / Connections to Exiting Servcie	1	LS	150,000.00	$	150,000.00
	Site Stormwater Allowance	1	LS	35,000.00	$	35,000.00
	Irrigation	26,000	SF	5.50	$	143,000.00
	Site Mechanical Utilities Total			$13.60	**$**	**328,000.00**
G40	**Site Electrical Utilities**					
	City & County Electrical Utility Connection Allowance	1	LS	85,000.00	$	85,000.00
	Site Lighting & Flood Lights	65,000	SF	3.50	$	227,500.00
	Site Electrical Utilities Total			$12.96	**$**	**312,500.00**
G50	**Other Site Constraints**					
	Other Site Constraints Total			$0.00	**$**	**-**
G	**Sitework**				**$**	**3,225,500**
	Elemental Cost Before Contingencies			**814.44**	**$**	**19,639,359**
Z10	Design Contingency	0		81.44	$	1,963,936
Z10	Construction Contingency	0		81.44	$	1,963,936
Z11	General Requirements	0		40.72	$	981,968
Z12	Construction Phasing Allowance	0		0.00	$	-
Z13	Loss of Productivity	0		0.00	$	-
	Elemental Cost Including Contingencies			**1,018.05**	**$**	**24,549,199**

Project Name: MARIPOSA SD HQ - V2 - Building A
Project Location: Mariposa County

09/15/23

New Area

			Building	24,114 SF		
			Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
Z21	Existing Conditions	0		50.90	$	1,227,460
Z22	Bonds & Insurance	0		26.72	$	644,416
Z23	Contractor's Overhead, Profit & Fee	0		49.31	$	1,188,948
	Construction Cost Before Escalation			**1,144.98**	**$**	**27,610,024**

Project Name: MARIPOSA SD HQ - V2 - Building A
Project Location: Mariposa County

Program Areas

9/15/2023

Building Gross Square Footage (BGSF)

	Description	Locations	TOTAL
New Building Facilities	Level 1	L1 Building A	15,652 SF
New Building Facilities	Level 2	L2 Building A	8,462 SF
New Building Facilities	Level 1	Building B	0 SF
New Building Facilities	Level 1	NO Car Wash & Recycle Water System	0 SF
	Level 1		0 SF
		Total	24,114 SF

Escalation is assumed per annum & Midpoint of construction

Escalation		
Term Start		10/1/2023
Construction Start Date		1/1/2025
Construction End Date		12/31/2026
Mid Point of Construction		12/31/2025
Project Value (before escalation)	$	27,610,024
Escalation Applied (%)		**11.14%**
Escalation Applied ($)	$	3,076,620
Escalated Project Value	$	30,686,645

Occupancy Classification	
Description	**Group(s)**
Assembly (A)	A-1, A-2, A-3, A-4, A-5
Business (B)	B
Educational (E)	E
Factory and Industrial (F)	F-1, F-2
High Hazard (H)	H-1, H-2, H-3, H-4, H-5
Institutional (I)	I-1, I-2, I-3, I-4
Mercantile (M)	M
Residential (R)	R-1, R-2, R-3, R-3.1, R-4
Storage (S)	S-1, S-2
Utility and Miscellaneous (U)	U

Construction Types I & II

Types I & II construction are fully noncombustible, with exceptions noted in Section 603 (per the 2018 IBC). Sub-designations to both construction types (I-A, I-B, II-A & II-B) will determine to what degree the noncombustible elements require fire-resistance ratings. For example, Type II-B construction does not require any additional fire-resistance rating, and allows the noncombustible building elements to be exposed, where Type II-A construction requires the application of fire-resistant materials to be applied to these same building elements.

Construction Type III

Type III construction requires noncombustible exterior walls, and allows combustible interior construction. This construction type has been colloquially referred to as "ordinary" construction for decades, although this construction type was much more common in the second half of the 20th century and is not utilized as much nowadays.

Construction Type IV

Type IV construction requires noncombustible exterior walls, and requires the other building elements to be heavy timber. This construction type is commonly referred to as Heavy Timber construction, as it relies on the thickness and mass of the heavy timber elements to provide a degree of fire-resistance.

Construction Type V

Type V construction allows any type of material allowed per code. Typically Type V construction is used for wood buildings, where the exterior walls, roof, floors, etc. are all framed with wood. Sub-designations to Type V construction (V-A and V-B) will determine to what degree the building elements require fire-resistance ratings or not.

Vanir Construction Management , Inc.
4540 Duckhorn Drive, # 300
Sacramento, CA 95834
P: 916-575-8888

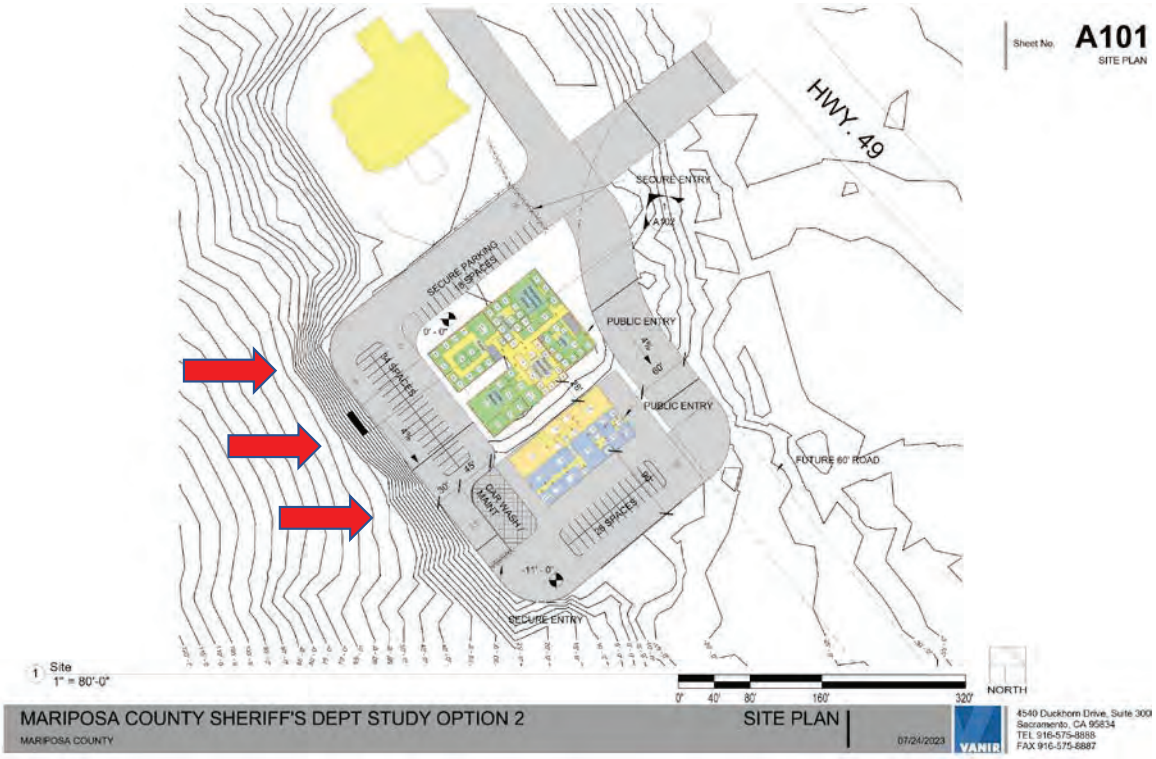
Conceptual Cost Estimate

for

Project Name: MARIPOSA SO HQ - V2.1 - Building B

Project Location: Mariposa County

September 12, 2023



Project Name: MARIPOSA SO HQ - V2.1 - Building B

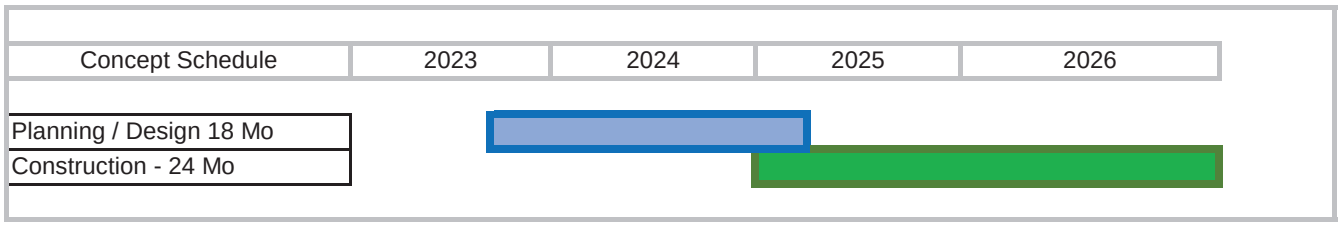
Project Location: Mariposa County

September 12, 2023

Qualifications:

The Estimate is based on the document, dated 04/12/2023

1. Exterior skin consists of 100% Plaster
2. Concrete with Structural steel assumed to be an average of 19 lbs/sf for entire building
3. The Mechanical on the roof is to d to be open surrounded by a screen
4. A mat slab with SOG foundation is assumed
5. All floor heights assumed to be 15'
6. Floor SOB construction assumed to be 6"
7. Some architectural cladding is assumed on all new buildings
8. Interiors & Services was priced at $/SF for different functional areas
9. The green area & landscaping allowances
10. NO loading dock service yard is assumed
11. Escalation is assumed to be 4.59% per annum to midpoint of construction



Exclusion:

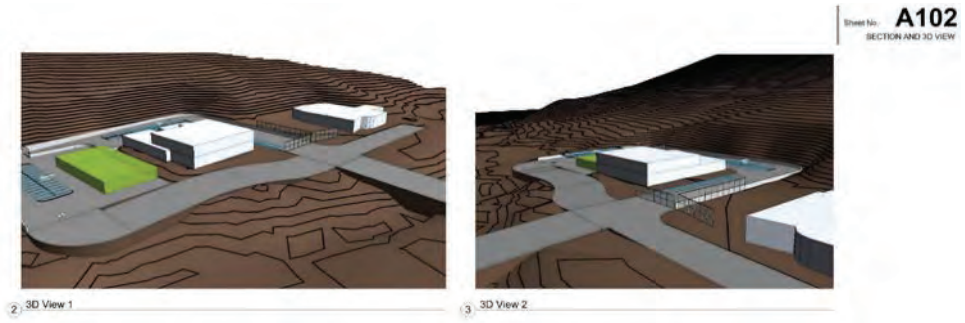
Construction Phasing costs,
Loss of productivity costs,
Premium or Shift Work,
Improvements/repairs to Any Access Roads,
Land & Building acquisition,
Limited Bad soil or rock excavation,
Major utility routing from the existing Site,
Any future expansion of site,
No LEED Building,
Limited Solar Technology System

Project Name: MARIPOSA SO HQ - V2.1 - Building B

Project Location: Mariposa County

9/15/2023

OVERALL COST SUMMARY



Construction Costs	Square Feet	$/SF	Cost
Building and Site Subtotal	**8,462**	**$ 860.03**	**$ 7,277,539**
Escalation	11.14%	$ 95.83	$ 810,946
Recommended Budget for Construction		**$ 955.86**	**$ 8,088,485**

Soft Costs	Soft Cost as % of Hard	$/SF	Cost
DBE Design and Engineering Consultant Fees	10.0%	$ 95.59	$ 808,848
DBE Pre-Construction Fees (included in DBE Design & Engineering)	0.0%	$ -	$ -
Owner Contingency	3.0%	$ 28.68	$ 242,655
Project Management/Master Architect/Construction Management Fees	8.0%	$ 76.47	$ 647,079
Material Testing and Special Inspection	2.0%	$ 19.12	$ 161,770
Geotechnical Report	0.6%	$ 5.74	$ 48,531
Inspector of Record	3.0%	$ 28.68	$ 242,655
Plan Check (Third Party Reviewer)	0.8%	$ 7.65	$ 64,708
Building Permits and Agency Fees	1.2%	$ 10.99	$ 93,018
Survey	0.2%	$ 1.91	$ 16,177
Building Commissioning Services (Title 24/GreenCode)	1.0%	$ 9.56	$ 80,885
Bid/Advertise/Printing	0.2%	$ 1.91	$ 16,177
Advertising, Messengering, Reimbursable	0.0%	$ -	$ -
Mock-ups	0.0%	$ -	$ -
Art & All associated Costs	0.0%	$ -	$ -
Legal Fees	0.0%	$ -	$ -
Furnishing, Fixtures and Equipment (FF&E)	5.0%	$ 47.79	$ 404,424
Internal Staffing Recharge	0.0%	$ -	$ -
CDE Plan Check	0.0%	$ -	$ -
Capitalized Interest	0.0%	$ -	$ -
Hazardous Abatement Costs	0.0%	$ -	$ -
Removal of exist. Relocatable bldgs.	0.0%	$ -	$ -
Total Soft Cost		**$ 334.07**	**$ 2,826,925**
Total Project Budget		**$ 1,289.93**	**$ 10,915,410**

Project Name: MARIPOSA SO HQ - V2.1 - Building B
Project Location: Mariposa County

SUMMARY TOTAL CONSTRUCTION COST

			ASC Total	
			$/SF	TOTAL
Building SF			**8,462 SF**	
Affected Area			**130,000 SF**	
A10	Foundations		35.50	300,401
A20	Basement Construction		0.00	-
A	Substructure		35.50	300,401
B10	Superstructure		220.82	1,868,562
B20	Exterior Enclosure		90.47	765,516
B30	Roofing		42.70	361,287
B	Shell		353.98	2,995,365
C10	Interior Construction		8.50	71,927
C20	Stairways		0.00	-
C30	Interior Finishes		12.50	105,775
C	Interiors		21.00	177,702
D10	Conveying Systems		0.00	-
D20	Plumbing Systems		55.50	469,641
D30	Heating, Ventilation & Air Conditioning		44.50	376,559
D40	Fire Protection		7.25	61,350
D50	Electrical Lighting, Power & Communications		66.89	566,005
D	Services		174.14	1,473,555
E10	Equipment		8.95	75,735
E20	Furnishings		10.50	88,848
E	Equipment & Furnishings		19.45	164,583
F10	Special Construction		0.00	-
F20	Selective Demolition		0.00	-
F	Special Construction & Demolition		0.00	-
G10	Site Preparation		0.00	-
G20	Site Improvements		1.77	15,000
G30	Site Mechanical Utilities		5.91	50,000
G40	Site Electrical Utilities		0.00	-
G90	Other Site Constraints		0.00	-
G	Sitework		7.68	65,000
	Elemental Cost Before Contingencies		612	5,176,606
Z10	Design Contingency	10.0%	61.17	517,661
Z10	Construction Contingency	10.0%	61.17	517,661
Z11	General Requirements	5.0%	30.59	258,830
Z12	Construction Phasing Allowance	0.0%	0.00	-
Z13	Loss of Productivity	0.0%	0.00	-
	Elemental Cost Including Contingencies		764.68	6,470,757
Z21	Existing Conditions	5.00%	38.23	323,538
Z22	Bonds & Insurance	2.50%	20.07	169,857
Z23	Contractor's Overhead, Profit & Fee	4.50%	37.03	313,387
	Construction Cost Before Escalation		**860.03**	**7,277,539**

New Area

				Building: 8,462 SF Site: 130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
A10	**Foundations**					
	A1010 Standard Foundations					
	Mat Slab					
	Foundations & SOG	8,462	SF	35.50	$	300,401.00
	Other Foundations					
	Elevator Pit Allowance	0	LS	-	$	-
	Foundations Total				**$**	**300,401.00**
A20	**Basement Construction**					
	Basement Construction Total				**$**	**-**
A	**Substructure**			**35.50 SF**	**$**	**300,401.00**
B10	**Superstructure**					
	B1010 Floor Construction					
	Vertical and Horizontal Structure					
	Concrete / Block	8,462	SF	180.00	$	1,523,160.00
	Allow for Elevator Support Steel	0	LS	-	$	-
	Fireproofing Steel	8,462	SF	3.50	$	29,617.00
	Miscellaneous Work					
	Miscellaneous Metals Allowance & HandRails	8,462	SF	6.50	$	55,003.00
	Intumescent Paint Allowance	1	LS	5,000.00	$	5,000.00
	Mechanical Equipment Pads and Curbs	1	LS	1,500.00	$	1,500.00
	Metal Deck					
	Metal Deck Lay-out and Survey	8,462	SF	1.50	$	12,693.00
	3" 18 Gage Metal Decking	8,462	SF	7.50	$	63,465.00
	Allowance for Openings in Metal Deck	8,462	LS	1.50	$	12,693.00
	Fireproofing to Metal Deck	8,462	SF	2.50	$	21,155.00
	Concrete Deck Work					
	Deck fill concrete	8,462	SF	5.50	$	46,541.00
	Formwork	8,462	SF	2.50	$	21,155.00
	Concrete on Metal Deck	94	CY	175.00	$	16,453.89
	Waterproofing, Pump, Place, Cure and Finish	8,462	SF	3.50	$	29,617.00
	Provision for Joint Sealants to Floors	1,300	SF	1.50	$	1,950.00
	Rebar to Concrete fill	19,040	LBS	1.50	$	28,559.25
	Superstructure Total			220.82	**$**	**1,868,562.14**
B20	**Exterior Enclosure**					
	B2010 Exterior Walls					
	Exterior Wall Construction					
	Architectural Plaster Panels	5,923	SF	55.00	$	325,787.00
	Curtain Wall Assemblies (30%)	2,539	SF	75.00	$	190,395.00

New Area

				Building	8,462 SF		
				Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**	
	Wall Framing Furring and Insulation						
	Exterior Wall Insulation, Sheathing (Precast)	8,462	SF	5.50	$	46,541.00	
	Support Framing Behind Precast Panels	8,462	SF	4.50	$	38,079.00	
	Firesafing at Slab Perimeter	8,462	LF	2.50	$	21,155.00	
	Interior Finish to Exterior Walls - Gypsum with Paint	5,923	SF	8.50	$	50,348.90	
	Exterior Screens/Closures						
	Louvered Mechanical Screen at Roof	1	LS	15,000.00	$	15,000.00	
	Other Architectural Detailing	0	SF	-	$	-	
	Miscellaneous						
	Allow Caulking and Sealing	8,462	SF	1.50	$	12,693.00	
	Miscellaneous Trims, Waterproofing, Details	8,462	SF	2.00	$	16,924.00	
	Miscellaneous Sheet Metal Allowance	0.00	LS	6.50	$	-	
	Mock Up & Testing	1.00	LS	5,000.00	$	5,000.00	
	Exterior Building Signage	1	LS	2,500.00	$	2,500.00	
	Interior Signs	8,462.00	SF	1.50	$	12,693.00	
	Allowance for Leave out Panel and Sequencing	0.00	LS	-	$	-	
	Exterior Doors						
	Exterior Doors - Allowance	4.00	EA	1,850.00	$	7,400.00	
	Door Hardware Allowance	4.00	EA	1,500.00	$	6,000.00	
	DD GL Entrance Doors	1.00	EA	15,000.00	$	15,000.00	
	Exterior Enclosure Total			90.47	**$**	**765,515.90**	
B30	**Roofing**						
	B3010 Roofing						
	TPO - Roofing	8,462	SF	28.50	$	241,167.00	
	Allow for Walking Pads	8,462	SF	3.50	$	29,617.00	
	Metals						
	Roof Flashing & Sheet Metal Works	8,462	SF	6.50	$	55,003.00	
	Canopies						
	Main Entrance Canopy	0	SF	15.00	$	-	
	Miscellaneous						
	Roof Drains - Assumed Quantity	5	EA	2,500.00	$	12,500.00	
	Roof Drainage System to City / County Drain	2	EA	5,000.00	$	10,000.00	
	Penetrations to Roof - Allowance	1	LS	5,000	$	5,000.00	
	Allow for Water Testing at Roof	1	LS	5,000	$	5,000.00	
	Allow Roof Access Hatches	1	EA	3,000.00	$	3,000.00	
	Roofing Total			42.70	**$**	**361,287.00**	
B	**Shell**			**353.98**	**$**	**2,995,365.04**	
C10	**Interior Construction**						
	Stud Vertical Framing						
	L2 Building A	0	SF	25.50	$	-	
	L1 Building A	0	SF	25.50	$	-	

New Area

			Building	8,462 SF		
			Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Building B	8462	SF	8.50	$	71,927.00
	NO Car Wash & Water Recycler	0	SF	8.50	$	-
	Interior Construction Total			8.50	**$**	**71,927.00**
C20	**Stairways**					
	Staircases					
	Staircase	0	FLR	-	$	-
	Allow for Handrail, Balustrading and Specialty Finishes	0	LS	-	$	-
	Stairways Total			-	**$**	**-**
C30	**Interior Finishes & Flooring**					
	Painting & Finish					
	L2 Building A	0	SF	-	$	-
	L1 Building A	0	SF	-	$	-
	Building B	8,462	SF	12.50	$	105,775.00
	NO Car Wash & Water Recycler	0	SF	-	$	-
	Interior Finishes Total			12.50	**$**	**105,775.00**
C	**Interiors**			**21.00**	**$**	**177,702.00**
D10	**Conveying Systems**					
	D1010 Vertical Conveying Systems					
	Public Elevators					
	3,500 lbs Capacity Public Elevator, 1 Stops	0	EA	-	$	-
	Allow for Custom CAB Finishes at Passenger Elevators	0	EA	-	$	-
	Service Elevators					
	5,000 lbs Capacity Service Elevator, 3 Stops	0	EA	-	$	-
	3,500 lbs Capacity CSPD Elevator, 2 Stops	0	EA	-	$	-
	Allow for Custom CAB Finishes at Passenger Elevators	0	EA	-	$	-
	Conveying Systems Total			-	**$**	**-**
D20	**Plumbing Systems**					
	Plumbing Systems					
	Wet Services					
	L2 Building A	0 SF	SF	65.00	$	-
	L1 Building A	0 SF	SF	55.50	$	-
	Building B	8,462 SF	SF	55.50	$	469,641.00
	NO Car Wash & Water Recycler	0 SF	SF	-	$	-
	#REF!	4,500 SF	SF	-	$	-
	0					
	Plumbing Systems			55.50	**$**	**469,641.00**

New Area

				Building	8,462 SF		
				Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
D30	**Heating, Ventilation & Air Conditioning**					
	HVAC Systems & Equipments					
	L2 Building A	0	SF	-	$	-
	L1 Building A	0	SF	-	$	-
	Building B	8,462	SF	44.50	$	376,559.00
	NO Car Wash & Water Recycler	0	SF	-	$	-
	COVID Planning	0	LS	-	$	-
	Heating, Ventilation & Air Conditioning Total			44.50	**$**	**376,559.00**
D40	**Fire Protection**					
	Fire Protection Systems					
	L2 Building A	0	SF	7.25	$	-
	L1 Building A	0	SF	7.25	$	-
	Building B	8,462	SF	7.25	$	61,349.50
	NO Car Wash & Water Recycler	0	SF	7.25	$	-
	Fire Protection Total			7.25 SF	**$**	**61,349.50**
D50	**Electrical Lighting, Security, Power & Communications**					
	Electrical, Lighting , security & Communications / PA Systems					
	Electrical Power & Wiring Distribution					
	L2 Building A	0	SF	61.57	$	-
	L1 Building A	0	SF	48.50	$	-
	Building B	8,462	SF	61.57	$	521,005.34
	NO Car Wash & Water Recycler	0	SF	68.50	$	-
	Internet, CCTV Security, & PA system	1	LS	45,000.00	$	45,000.00
	Electrical Lighting, Power & Communications / PA system Total			66.89	**$**	**566,005.34**
D	**Services**			**174.14**	**$**	**1,473,554.84**
E10	**Equipment**					
	E1010 Commercial Equipment					
	OFCI Equipment including Anchorage	8,462	SF	8.50	$	71,927.00
	Kitchen & Service Café Equipment	846	SF	4.50	$	3,807.90
	Equipment Total			8.95	**$**	**75,734.90**
E20	**Furnishings**					
	E2010 Fixed Furnishings					
	Casework					
	U/L Cabinets and Countertops (Plastic Laminate with Solid Surface)	1	LS	50,000.00	$	50,000.00
	Interior Specialties Including:	8,462	SF	2.50	$	21,155.00
	Corner guards					
	Recessed Fire Extinguisher Cabinets					
	Railings & Handrails					
	Restroom Accessories					

New Area

				Building	8,462 SF		
				Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**
	Restroom Compartments					
	Protective Wall Covering					
	Lockers					
	Interior Signage					
	Allow for Interior Signage		SF	-	$	-
	Restroom Specialties	423	SF	30.00	$	12,693.00
	Toilet cubicles; galvanized with baked enamel finish					
	Shower Cubicle					
	Urinal Screen					
	Grab Bars					
	Coat Hooks					
	Mirrors Above Vanity					
	Window Treatment					
	Interior Window Treatments	1	LS	5,000.00	$	5,000.00
				-		
	Furnishings Total			-	**$**	**88,848.00**
E	**Equipment & Furnishings**			**19.45**	**$**	**164,582.90**
F10	**Special Construction**					
	F1010 Integrated Construction					
	Integrated Construction					
		0	LS	-	$	-
	Communication & Satellite dishes					
	Tower Communication & Satellite	0	LS	-	$	-
	Window Washing					
	Window Washing System	0	LS	-	$	-
	Loading Dock					
	Loading Dock Allowance	0	LS	-	$	-
	Special Construction Total			-	**$**	**-**
F20	**Selective Demolition**					
	Selective Demolition Total			$0.00	**$**	**-**
F	**Special Construction & Demolition**			**$0.00**	**$**	**-**
G10	**Site Preparation**					
	G1010 Site Clearing					
	New Site					
	Removal of Existing, Landscape	0	SF	8.50	$	-
	Fine Grading of Soil for New Building	0	SF	6.50	$	-
	Protection of Existing Site Items	0	LS	50,000.00	$	-
	Erosion Control	0	SF	1.50	$	-
	Site Preparation Total			$0.00	**$**	**-**
G20	**Site Improvements**					
	G2060 Site Development					

New Area

				Building	8,462 SF		
				Site	130,000 SF		
	Description	**Quantity**	**Unit**	**Rate**		**Total**	
	Main Entry Plaza	0	SF	150.00	$	-	
	Area Plaza	0	SF	125.00	$	-	
	Garden & Planter Area	0	SF	8.50	$	-	
	Loading & Accessible Parking	0	SF	75.00	$	-	
	Service Yard	0	SF	50.00	$	-	
	Site Improvements & Site Furnishings	10,000	SF	1.50	$	15,000.00	
	Site Improvements Total			$1.77	**$**	**15,000.00**	
G30	**Site Mechanical Utilities**						
	Water / Fire / Storm Water Laterals Allowance / Connections to Exiting Servcie	1	LS	35,000.00	$	35,000.00	
	Site Stormwater Allowance	1	LS	15,000.00	$	15,000.00	
	Irrigation	0	SF	3.00	$	-	
	Site Mechanical Utilities Total			$5.91	**$**	**50,000.00**	
G40	**Site Electrical Utilities**						
	City & County Electrical Utility Connection Allowance	0	LS	150,000.00	$	-	
	Site Lighting & Flood Lights	0	SF	3.50	$	-	
	Site Electrical Utilities Total			$0.00	**$**	**-**	
G50	**Other Site Constraints**						
	Other Site Constraints Total			$0.00	**$**	**-**	

G	**Sitework**			**$**	**65,000**
	Elemental Cost Before Contingencies		**611.75**	**$**	**5,176,606**
Z10	Design Contingency	10.00%	61.17	$	517,661
Z10	Construction Contingency	10.00%	61.17	$	517,661
Z11	General Requirements	5.00%	30.59	$	258,830
Z12	Construction Phasing Allowance	0.00%	0.00	$	-
Z13	Loss of Productivity	0.00%	0.00	$	-
	Elemental Cost Including Contingencies		**764.68**	**$**	**6,470,757**
Z21	Existing Conditions	5.00%	38.23	$	323,538
Z22	Bonds & Insurance	2.50%	20.07	$	169,857
Z23	Contractor's Overhead, Profit & Fee	4.50%	37.03	$	313,387
	Construction Cost Before Escalation		**860.03**	**$**	**7,277,539**

Project Name: MARIPOSA SO HQ - V2.1 - Building B
Project Location: Mariposa County

Program Areas

9/15/2023
Building Gross Square Footage (BGSF)

	Description	Locations	TOTAL
New Building Facilities	Level 2	L2 Building A	0 SF
New Building Facilities	Level 1	L1 Building A	0 SF
New Building Facilities	Level 1	Building B	8,462 SF
New Building Facilities	Level 1	NO Car Wash & Water Recycler	0 SF
		Total	8,462 SF

Escalation is assumed per annum & Midpoint of construction

Escalation		
Term Start		10/1/2023
Construction Start Date		1/1/2025
Construction End Date		12/31/2026
Mid Point of Construction		12/31/2025
Project Value (before escalation)	$	7,277,539
Escalation Applied (%)		**11.14%**
Escalation Applied ($)	$	810,946
Escalated Project Value	$	8,088,485

Occupancy Classification	
Description	**Group(s)**
Assembly (A)	A-1, A-2, A-3, A-4, A-5
Business (B)	B
Educational (E)	E
Factory and Industrial (F)	F-1, F-2
High Hazard (H)	H-1, H-2, H-3, H-4, H-5
Institutional (I)	I-1, I-2, I-3, I-4
Mercantile (M)	M
Residential (R)	R-1, R-2, R-3, R-3.1, R-4
Storage (S)	S-1, S-2
Utility and Miscellaneous (U)	U

Construction Types I & II

Types I & II construction are fully noncombustible, with exceptions noted in Section 603 (per the 2018 IBC). Sub-designations to both construction types (I-A, I-B, II-A & II-B) will determine to what degree the noncombustible elements require fire-resistance ratings. For example, Type II-B construction does not require any additional fire-resistance rating, and allows the noncombustible building elements to be exposed, where Type II-A construction requires the application of fire-resistant materials to be applied to these same building elements.

Construction Type III

Type III construction requires noncombustible exterior walls, and allows combustible interior construction. This construction type has been colloquially referred to as "ordinary" construction for decades, although this construction type was much more common in the second half of the 20th century and is not utilized as much nowadays.

Construction Type IV

Type IV construction requires noncombustible exterior walls, and requires the other building elements to be heavy timber. This construction type is commonly referred to as Heavy Timber construction, as it relies on the thickness and mass of the heavy timber elements to provide a degree of fire-resistance.

Construction Type V

Type V construction allows any type of material allowed per code. Typically Type V construction is used for wood buildings, where the exterior walls, roof, floors, etc. are all framed with wood. Sub-designations to Type V construction (V-A and V-B) will determine to what degree the building elements require fire-resistance ratings or not.

PHASE 3: USDA RURAL LOAN APPLICATION

Phase Three consists of assisting the County with the pre-application for a USDA-Rural loan for the project cited in this report. The loan pre-application consists of: 1) budget information; 2) feasibility report; 3) service area boundaries; 4) CEQA information (if required); 5) preliminary Architect report; 6) assurances – construction program; and 7) financial statements.

GUIDELINES

USDA-RURAL LOAN

According to the USDA Rural Development website, "Essential community infrastructure is key in ensuring that rural areas enjoy the same basic quality of life and services enjoyed by those in urban areas. Community Facilities Programs offer direct loans, loan guarantees and grants to develop or improve essential public services and facilities in communities across rural America. These amenities help increase the competitiveness of rural communities in attracting and retaining businesses that provide employment and services for their residents.

Public bodies, non-profit organizations and federally recognized American Indian Tribes can use the funds to construct, expand or improve facilities that provide health care, education, public safety, and public services. Projects include fire and rescue stations, village and town halls, health care clinics, hospitals, adult, and childcare centers, assisted living facilities, rehabilitation centers, public buildings, schools, libraries, and many other community-based initiatives. Financing may also cover the costs for land acquisition, professional fees, and purchase of equipment. These facilities not only improve the basic quality of life but assist in the development and sustainability of rural America."

COMMUNITY FACILITIES DIRECT LOANS AND GRANTS

The Community Facilities Direct Loans and Grants program provides opportunities for development of essential community facilities in rural areas through affordable funding. Essential community facilities are defined as facilities that provide an essential service to the local community for the orderly development of the community in a primarily rural area, and do not include private, commercial, or business undertakings.

Community Facilities Programs can make and guarantee loans to develop essential community facilities in rural areas and towns of up to 20,000 in population. The 2020 U.S. Census lists Mariposa County's population as 17,131, within the 20,000 population cap. Loans and guarantees are available to public entities such as municipalities, Counties, and special-purpose districts, as well as to non-profit corporations and tribal governments.

Applicants must have the legal authority to borrow and repay loans, to pledge security for loans, and to construct, operate, and maintain the facilities. They must also be financially sound and able to organize and manage the facility effectively. Repayment of the loan must be based on tax assessments, revenues, fees, or other sources of money sufficient for operation and maintenance, reserves, and debt retirement.

Feasibility studies are normally required when loans are for start-up facilities or existing facilities when the project will significantly change the borrower's financial operations. The feasibility study should be prepared by an independent consultant with recognized expertise in the type of facility being financed. Community Programs can guarantee loans made and serviced by lenders such as banks, savings and loans, mortgage companies which are part of bank holding companies, banks of the Farm Credit System, or insurance companies regulated by the National Association of Insurance Commissioners. Community Programs may guarantee up to 90% of any loss of interest or principal on the loan. Community Programs can also make direct loans to applicants who are unable to obtain commercial credit.

Fund Uses

Loan funds may be used to construct, enlarge, or improve community facilities for health care, public safety, and public services. This can include costs to acquire land needed for a facility, pay necessary professional fees, and purchase equipment required for its operation. Examples of essential community facilities include:

- Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes, or assisted living facilities;
- Public facilities such as town halls, courthouses, airport hangars, or street improvements;
- Community support services such as childcare centers, community centers, fairgrounds, or transitional housing;
- Public safety services such as fire departments, Police stations, prisons, Police vehicles, fire trucks, Public Works vehicles, or equipment;
- Educational services such as museums, libraries, or private schools;
- Utility services such as telemedicine or distance learning equipment;
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs, or greenhouses.

Refinancing existing debts may be considered an eligible direct or guaranteed loan purpose if the debt being refinanced is a secondary part of the loan, is associated with the project facility, and if the applicant's creditors are unwilling to extend or modify terms in order for the new loan to be feasible.

Rates and Terms

For the direct loan program there are three levels of interest rates available (poverty, intermediate, and market), each on a fixed basis. The market rate is indexed to the eleventh bond buyers' rate as determined by the U. S. Treasury Department. The intermediate rate is set halfway between the market and the poverty rates. Eligibility for these different interest rates is determined by the median household income (MHI) of the area being served and the type of project. The intermediate and market interest rates are adjusted quarterly. The local Rural Development State Office will help applicants determine the eligible interest rate for their area.

For the guaranteed loan program, the interest rate is the lender's customary interest rate for similar projects. The interest rates for guaranteed loans may be fixed or variable and are determined by the

lender and borrower, subject to Housing and Community Facilities Programs (HCFP) review and approval. Loan repayment terms may not exceed the applicant's authority (under State law or organizational structure), the useful life of the facility, or a maximum 40 years. The interest rate based on the poverty rate for a neighboring County (El Dorado) was set at 2.375% on a 40-year loan as of July 2019. Current interest rates for the 3rd Quarter of Fiscal Year 2023, effective April 1, 2022 – June 30, 2023 are: 1) Poverty: 4.500%; 2) Intermediate: 4.125%; and 3: market: 3.750%. Note that for this quarter, all loans may be obligated at the lower market rate.

Security Requirements

Bonds or notes pledging taxes, assessments, or revenues will be accepted as security if they meet statutory requirements. Where State laws permit, a mortgage may be taken on real and personal property. Tax-exempt notes or bonds may be issued to secure direct loans but cannot be used for guaranteed loans.

Application Processing

Applications are handled by USDA Rural Development field offices. Rural Development staff will be glad to discuss a community's needs and the services available from HCFP and other agencies within USDA. Field staff can provide application materials and current program information and assist in the preparation of an application. The Community Facilities (CF) application process is a two-stage procedure (pre-application and application). Approximately 45 days is required to determine applicant eligibility, project priority status, and funding availability. After an application is submitted, time to process the application depends upon the scope of the project, environmental review, and legal issues.
See Exhibit Document 36: USDA Form RD-1942-40, Processing Check List (Public Bodies) and Document 37: USDA Community Facilities Direct Loan and Grant Fact Sheet.

Exhibits

USDA Rural Documents

- Document 35: USDA Rural Development: Community Facilities Direct Loan Program Guidance Book for Applicants
- Document 36: USDA Form RD-1942-40, Processing Check List (Public Bodies)
- Document 37: USDA Community Facilities Direct Loan and Grant Fact Sheet
- Document 38: USDA California Community Programs Contacts

USDA United States Department of Agriculture

Rural Development

Community Facilities Direct Loan Program Guidance Book for Applicants

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Disclaimer: The information contained in this guidance book is not to be used as a substitute to the CF regulations.

Program Overview

What does this loan program do?

The Community Facilities (CF) Direct Loan Program provides affordable funding to develop essential community facilities. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community. It must carry out a function customarily provided by a local unit of government. The facility must be located in a rural area and primarily serve rural residents. The facility must be operated on a nonprofit basis and does not include private affairs, commercial, or business undertakings (except for limited authority for industrial parks).

Who may apply for this program?

Eligible borrowers include:

- Public bodies
- Community-based nonprofit corporations
- Federally recognized Tribes

What is an eligible rural area?

Rural areas including cities, villages, townships, and towns including Federally recognized Tribal lands with no more than 20,000 residents according to the latest U.S. Decennial Census.

The boundaries for unincorporated areas in determining populations will be based on the Census Designated Places (CDP).

How may loan funds be used?

Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses.

Examples of essential community facilities include:

- Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes, assisted living facilities, or facilities that provide for the prevention, treatment, and recovery of substance misuse disorders.
- Public facilities such as townhalls, courthouses, airport hangers, bridges, port authorities, or street improvements.
- Community support services such as child care centers, adult daycare, homeless shelters, community centers, or transitional housing.
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment.
- Educational services such as schools, colleges and universities, community colleges, charter schools, vocational and technical schools, dormitories, museums, or libraries.
- Local food systems such as community gardens, food pantries, community kitchens, foodbanks, food hubs, or greenhouses.
- E-Connectivity end-user equipment to include distance learning equipment, telemedicine equipment, and health information technology equipment as well as internal wiring and publicly available Wi-Fi capability within a facility.

For a complete list of eligible loan purposes, see 7 CFR, Part 1942.17(d).

Initial Meeting with Rural Development

STEP 1

Initial Customer Meeting

Summary of Activities: The first phase of the process begins with you gaining introductory information about the CF Direct Loan Program.

During this initial meeting, you should learn about the key eligibility considerations like project and applicant eligibility requirements, loan rates and terms, and the funding cycle. Additionally, you should learn about the requirements to seek and apply for credit from other commercial sources.

Since this program is not in direct competition with local and regional commercial lenders, you are required to work with commercial lenders to determine if you can obtain funds for your project through their commercial loan programs at reasonable rates and terms. If no commercial lender is willing to provide 100 percent of the project cost, then you must determine if the commercial lender is willing to participate in the project to a lesser degree. The CF direct loan funds can be leveraged with loan funds from commercial lenders as either a guaranteed loan or as a non-guaranteed loan.

Also, a key aspect of this eligibility determination is driven by the USDA Office of General Counsel (OGC). A legal review of your organizational documents is necessary to ensure that your organization is eligible to receive Federal financial assistance through the CF Direct Loan Program. Please be prepared to provide a copy of your organizational documents and bylaws at this initial meeting.

USDA Rural Development (RD) is interested in learning about your historical financial success. Please be prepared to discuss your financial audits for the last five years during this initial meeting. RD wants to ensure that your organization can meet the 5/5 criteria (See Attachment E Decision Tree 1 to Determine the Level of Financial Feasibility Evaluation For a Community Facilities Direct Loan or Guarantee). These audits must be presented to RD at the follow-up meeting or the Pre-Application meeting.

It is very important that your expectations are met and that all loan application requirements are discussed during this initial meeting. RD strives to provide superior customer service and to communicate all eligibility requirements and discuss all key program-related information prior to the potential applicant incurring any application-related expenses.

Initial Customer Meeting Discussion Checklist

At a minimum, the following topics should be discussed at this meeting:
(see Attachment A for a detailed checklist)

1. **Eligibility**
   a. Project
   b. Applicant (to meet the 5/5 criteria)
      i. Organizational Documents and
      ii. Most recent five-years of financial audits
   c. Location

2. **Loan**
   a. Current Interest Rate
   b. Loan Term
      i. Real Estate
      ii. Equipment
   c. Debt Service Reserve (DSR) Requirement
   d. Capital Asset Reserve Requirement

3. **Federal Funding Cycle**
   a. Fiscal Year
   b. Prior Year CF Allocation

4. **Test for Other Credit Requirement**

5. **Reimbursable Upfront Expenditures (Construction Type Projects)**

6. **Interim Financing**
   a. For loans greater than $50,000

7. **Application Time Table**
   a. Local Office Review Process
   b. State Office (SO) Review Process
   c. National Office Concurrence (for loans that exceed the SO loan approval authority)

8. **Contracts and Procurement**
   a. Open and Free Competition Requirement

9. **Financial Feasibility Report Requirements**

10. **Environmental Report Requirements**

Eligibility Determination

Eligibility

As mentioned earlier, the three primary eligibility requirements for the CF Direct Loan Program include *entity type*, *location* of the facility, and *purpose* of the facility.

Eligible Entities

(See 7 CFR 1942.17(b)(1))

a. Nonprofit corporations:

   Nonprofit corporations must have significant ties with the local rural community or region. These ties are necessary to ensure to the greatest extent possible that a facility under private control will carry out a public purpose and continue to primarily serve rural areas.

b. Public bodies

c. Tribal entities

Your entity must provide a function/service typically provided by a local unit of government; no individual, commercial, or business undertakings (except for limited authority for industrial parks).

The entity must have or will obtain legal authority to:

- Own the project;
- Borrow funds;
- Pledge collateral;
- Construct;
- Operate;
- Maintain; and
- Manage the project.

(See 7 CFR 1942.17(b) (4))

Evidence of Significant Community Support

(See the most recent Administrative Notice (AN) on this topic)

There is a statutory requirement that all public bodies, Tribes, and nonprofit applicants provide evidence that the project has gained significant community support. As part of the application process, section 381I of the Consolidated Farm and Rural Development Act (ConAct) requires evidence of significant community support in the form of a certification of support for each project or facility from any affected local government body.

If Tribal lands are within the service area of the facility, you will need a letter from the Tribal government.

Eligibility Determination

There are three ways to demonstrate significant ties to the community:

1. **Close association with or controlled by a local unit of government.**
   a. Specific taxes pledged to benefit the nonprofit entity.

2. **Special use tax broadly-based ownership and controlled by members of the community.**
   a. Governing board of the nonprofit corporation should be:
      i. Comprised of knowledgeable volunteers, representative of the community or service area.
      ii. Expertise includes but is not limited to:
         - Financial
         - Administrative
         - Operational management

3. **Substantial public funding.**
   a. Taxes
   b. Revenue bonds
   c. Other local government sources
   d. Community-wide fundraising campaign

Eligible Locations

(See 7 CFR 1942.17(b)(2))

Eligible locations include:

- Cities, towns, and Census Designated Places (CDPs) with populations of 20,000 or less, according to the latest Decennial Census of the United States.
- At least the majority of the population served must be in an eligible rural area.
- Projects must primarily serve and benefit rural residents and communities.
- Must be within the jurisdiction of the applicant.

There is no limitation placed on population in unincorporated rural areas, with the exception of CDPs. If a project is close to an ineligible area, you must ensure that the project will primarily serve rural residents.

(See the most recent AN on this subject).

CDPs are geographic entities for the purpose of census data. A CDP is an area with a concentration of population, housing, and commercial structures that is identified by name but is not within an incorporated place. CDPs have no legal boundaries (like a city or village). They are based on demographics, characteristics, and density. If a CDP is located in an unincorporated area, the population of the CDP must be 20,000 or less to be eligible for the CF program.

Eligibility Determination

Eligible Purposes

(See 7 CFR 1942.17(d)(1)(i)(B))

Direct loan funds may be used to construct, enlarge, or otherwise improve community facilities for healthcare, public safety, public services, community support services, educational services, and utility services (such as gas distribution and hydro-electric).

All facilities must be for public use with some exceptions for YMCAs, YWCAs, Boy Scouts, Girl Scouts, and Camp Fire Girls. Other items that can be included in a CF loan include reasonable and necessary fees for:

- Legal
- Architectural and/or engineering
- Fiscal advisors
- Environmental
- Archaeological
- Mitigation measures
- Planning
- Establishing or acquiring rights

See 7 CFR 1942.17(d)(1)(iv), 7 CFR 1942.17(d)(1)(v), and the most recent AN on this topic.

Ineligible Loan Purposes

(See 7 CFR 1942.17(d) (2))

Facilities used primarily for recreational purposes are ineligible. Direct loan funds can be used when a project has a recreational aspect. For example, if the project is to be used for educational or healthcare purposes; i.e., a day care center, playground equipment, hospital swimming pool for physical therapy, or a school gym or ballfield as part of a curriculum, then the project could be considered eligible.

Other Ineligible Loan Purposes Include:

1. Commercial enterprises—if the project is typically operated by a private enterprise or for producing profits.
   a. This does not include nonprofits that provide childcare, geriatric care, and healthcare to rural communities.
2. No more than 25 percent of the total floor space may be used for an ineligible purpose
   (See the most recent AN on “Use of CF Funds for Leased Space”).
3. Leases to ineligible organization/activities must be related to and enhance the primary purpose of the loan.
   a. In many parts of the country, it is customary for local governments to provide limited office space to other local, State, or Federal agencies. In these cases, they are not limited to the less than 25 percent requirement; however, they MUST provide supporting documentation that the community typically provides space for the otherwise ineligible agency.
4. On-site utility systems or buildings in connection with industrial parks
5. Television services and facilities
6. Electric generation and transmission facilities or telephone systems
7. Projects that are not modest in size, type, and design
8. Loan and/or grant finder’s fees
9. Broadband transmission

Pre-Application Process

STEP 2

All CF loan regulations, forms, and bulletins can be obtained from the RD website at http://www.rd.usda.gov/publications/regulations-guidelines (click on “Instructions” or “Forms,” as appropriate).

Pre-Application Meeting with the Customer

The pre-application meeting is intended to gather information discussed during the initial meeting, which will assist with completing the pre-application. Also, follow-up discussions to ensure that you understand the loan program. This meeting also includes follow-up discussions to ensure:

1. Discussions of the purpose, location, and project eligibility requirements and the CF program funding cycle. These aspects have the greatest impact on how and when a project can be funded.

2. Understanding the Federal fiscal year start and end dates, and CF budget being dependent upon the Congressional allocations to the program.

3. Reviewing your historical financial documents to ensure a successful track record that meets CF’s 5/5 criteria. An in-depth review of the financials historical performance will be evaluated and then assessed by the National Office.
   a. Has the organization been in existence for five years and has it operated on a financially successful basis for at least five years prior to their application?
      i. See 7 CFR 1942-A, Section 1942.17(g) (2) (iii) (A) (6) and (3) (iii) (A) (2).
      ii. An exception can be granted by the National Office but requires heightened evidence of community financial support and aggressive leadership.

4. Application time-line discussions. Time-line components are listed below:
   a. Organizational documents will be reviewed to determine if the applicant is eligible to receive Federal financial assistance through the CF program.
      i. The Regional Office of General Counsel (OGC) will review organizational documents to determine if the applicant is eligible to receive CF funding.
   b. Environmental Review process.
      i. An applicant should allow 3-6 months for the completion of the Environmental Review process. Depending on the level of environmental review required, the review could take more than 3-6 months.
      ii. The Environmental Review process will be performed by an independent third party and this process must be completed and approved before the project is considered as eligible for Federal financial assistance. Please contact your local Community Programs (CP) Area Specialist for further guidance on this matter.
   c. Historic Preservation process.
      i. Applicants will meet all requirements of the Advisory Council on Historic Preservation Section 106 process. Please see Attachment F: Decision tree for Determining When Projects Need Section 106 Review for further guidance on this matter.

d. Financial Feasibility Report requirements.
   i. Based on the project cost and characteristics, these factors will determine what type of feasibility evaluation is required for your project:
   ii. A financial feasibility report is required for all community facility projects with a loan amount above $500,000. For small loans, a financial feasibility analysis without examination opinion will likely be appropriate. See Decision Tree 1 on page 35 to Determine the Level of Financial Feasibility Evaluation For a Community Facilities Direct Loan or Guarantee, which will aid you in determining the appropriate financial feasibility evaluation requirement for your project).
   iii. You should allow 6-12 weeks for a qualified independent third party to complete the financial feasibility report.
   iv. Financial feasibility requirements are explained in further detail on pages 15-16 of this guidance book.
   v. The financial feasibility report should be submitted in "draft" format to allow for changes to be made to the report.
   vi. Prior to engaging with a consulting firm, we recommend that project costs, etc., be discussed with the State Office Community Program Director.

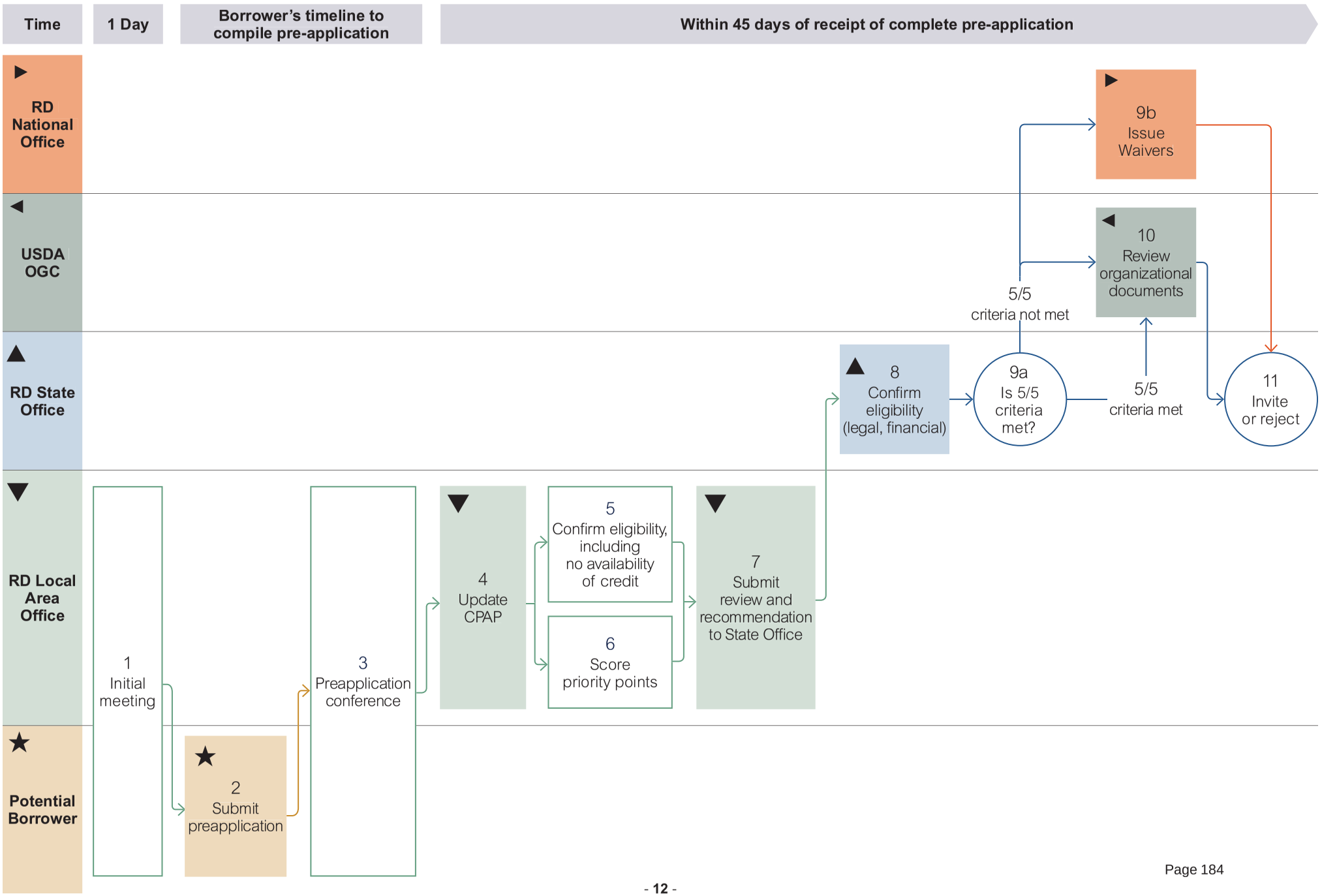
5. Your project must be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). This is critical when the proposed project involves displacement of people or their personal property. (More information on the URA Act and real property acquisition for Federal and Federally Assisted Programs can be found in the Federal Register at 49 CFR Part 24).

6. RD must approve service contracts with legal, architectural/engineering, bond counsel, and accounting service providers. Guidance on RD requirements of service providers are explained below and throughout this guidance book.
   a. Professional services (See 7 CFR 1942.17(L) (1))
      i. Contracts or other forms of agreement between the applicant and its professional and technical representatives are required and are subject to agency concurrence.
      ii. RD Instruction 1942-A, Guide 14 may be used in the preparation of the legal services agreement.
      iii. RD Instruction 1942-A, Guide 27, Attachment 1 to AIA Document B141, 1997 Edition, "Standard Form of Agreement Between Owner and Architect," may be used when appropriate.
      iv. The applicant must provide an agreement with its pre-application and application for legal services for review by RD and this agreement must be found acceptable by RD.
      v. Public bodies are required to obtain the services of recognized bond counsel if bonds are to be used as "evidence of indebtedness." The bond counsel will prepare the form of resolution to be used, in accordance with 7 CFR 1942.19.

Pre-Application Process

7. Organizational documents review
    a. Your organizational documents must be submitted to the RD Regional Office of General Counsel (OGC) to ensure that your organization is eligible for Federal financial assistance. These include:
    b. Nonprofit Corporations
        i. Articles of Incorporation
        ii. All amendments
        iii. Bylaws (Most recent edition only)
        iv. Certificate of Good Standing
        v. Charter (if applicable)
        vi. If your organization is faith-based, your organizational documents must be submitted for a faith-based review by the RD Regional OGC.
    c. Public Bodies
        i. Charter
8. Additional topics to be discussed during this meeting include:
    a. The loan repayment period cannot exceed the useful life of the facilities financed or any statutory limitation on the applicant's borrowing authority.
    b. The project must generate sufficient revenues to repay the debt and fund a debt service reserve account.
    c. The loan will only be considered "approved" once the applicant and State Director sign Form RD 1940-1, "Request for Obligations," and the applicant completes Form RD 1942-46 "Letter of Intent to meet Conditions."
    d. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development.
9. Appraisal Requirements
    a. When real estate is taken as security, in order to determine whether the project meets the requirements of 7 CFR 1942.17(g) (2)(iii)(B) or 7 CFR 3575.48, CF will require an appraisal of the proposed real estate that demonstrates the value of the security is equal to or exceeds the loan amount.
10. Debt Service Reserve (DSR) Requirements
    a. A debt service reserve account is required and must be accumulated at the rate of 10 percent of the annual debt payments until a sum equal to no less than one annual installment is accumulated. Some transactions may require full funding of this account (one year of debt service) at the time of loan closing.
11. Capital Assets Reserve Requirements
    a. A capital asset replacement reserve account in an amount adequate to replace long-lived assets. This amount will be based on the condition of the existing facility and the economic life of the proposed improvements.
12. All Lease and Management Agreements (draft lease and management agreements should be submitted early in the application process)
    a. Prior to the finalization of a lease and/or management agreement, approval of such agreement by the Regional Office of General Counsel is required.
        i. The applicant must submit a copy of the "Draft Agreement" at time of their application submission.
        ii. There can be no restricted use clauses in the lease or management agreements.
    b. If the property involves a leasehold interest, then the Regional OGC Attorney must review and approve this leasehold interest.

Community Facilities Direct Loan: Recommended Pre-Application Process



STEP 3

The Application Process

The required information for the CF application is listed below. As you will notice, a lot of the information shown below was discussed during your initial meeting. Plus, several of the required documents were submitted during the pre-application process.

Please be sure that all of following items are included in your application package:

1. Standard Form (SF) 424, "Application for Federal Assistance," accompanied by SF 424A and 424B for non-construction OR SF 424C and 424D for construction.

2. DUNS Number (Dun & Bradstreet Data Universal Numbering System) and Tax ID Number. Guidance is available from Rural Development. (See 7 CFR 1942.2(c)).

3. Organizational Documents
   a. Public bodies need to submit a copy of their Charter, all relevant Acts of Assembly, and all relevant court orders (if created judicially);
   b. Corporations need to submit a copy of their signed Articles of Incorporation, Certificate of Incorporation, Amendments, Restatements, Corrections, Mergers, Certificate of Good Standing, and a signed copy of the Corporate By-Laws. If signed copy of the By-Laws is not available, an officer of the corporation (usually the Secretary) must attach a certification that it is a true and correct copy of the current By-Laws. It is HIGHLY recommended to submit these documents prior to submission of the pre-application package. (See 7 CFR 1942.2(a)(1)(v)).

4. Intergovernmental Review comments from local Planning District Commission.

5. System Award Management (SAM) registration at www.sam.gov.
   The organization must be registered with SAM to be eligible for RD funding.

6. Financial Feasibility Report – This report is based on the status of the ownership and cost of the project. Sound financial feasibility reports are essential tools for determining if the applicant has the ability to properly meet its financial obligations.
   (Refer to the Unnumbered Letter (UL) "Requirements of Financial Feasibility Evaluations").

7. Preliminary Architectural Report – Use RD Instruction 1942-A, Guide 6, which gives the minimum requirements. (See 7 CFR 1942.18(c)). Also, please contact your RD State Office for staff may require additional documents.
   a. Brief statement describing: (a) how the facility will be operated; (b) the service area [attach maps]; and (c) sources of income.

8. Copies of outstanding debt instruments (copies of notes, Deeds of Trust, bonds, financing statements/security agreements, and leases, etc.).

9. Financial Statements for the previous five years. (See 7 CFR 1942.5(b)(1)(ii)(F)).

10. Form RD 442-3, Balance Sheet – Current.
(See 7 CFR 1942.5(b)(1)(ii)(E))

11. Form RD 442-7, Operating Budget - Proposed financial projections for the first full year of operation. Include proposed development and first full year of operation. Identify income resources and expense items. With the concurrence of RD, Form RD 1942-52, "Cash Flow Projection," may be used for applicants with annual incomes not exceeding $100,000.

12. A statement regarding efforts to finance the project/facility through other sources.

13. Form AD-1047, Certification Regarding Debarment; Form AD-1049, Certification Regarding Drug Free Workplace; RD Instruction 1940-Q, Exhibit A-1, Certification Regarding Lobbying; and Form 1910-11, Applicant Certification Regarding Collection Policies, AD 3031, Form 400-1 and Form 400-4.

14. Statement from State Historical Preservation Officer (SHPO) concerning historical sites and archaeological properties, if applicable.

15. Agreement for Architectural Services. (See 7 CFR 1942.18(b)).

16. Legal Services Agreement. (See 7 CFR 1942.17(l)(1)).

17. USDA Survey on Ensuring Equal Opportunity for Applicants.

18. Notice of Public Meeting and Minutes of Public Meeting.

19. Local Government Letter of Support.

20. Lease Agreements (If applicable) should be submitted as a draft agreement for review by the RD OGC. This includes all types of leases (ground, space, etc.).

21. Management Agreements (If applicable) should be submitted as draft agreements for review by the RD OGC.

Assessing Repayment Ability

The bottom line for assessing debt is the organization's ability to repay the debt with revenue generated by the operations. Debt repayment will largely be assessed through the Financial Feasibility Report and the Underwriter's analysis.

Other considerations for repayment:

1. Tax increment/Special Assessments: Rural communities may be able to implement one or more tax capture tools known as tax increment finance and special assessments. This is particularly important to capture funds that can be dedicated to repaying debt associated with the project.

2. Service Revenue: Some communities can create special taxes for desirable or beneficial service facilities, such as a school, hospital, or fire station. These service revenues can be dedicated to repaying debt associated with the project.

Financial Feasibility Reports

(See 7 CFR 1942.17(h) and the Requirements of Financial Feasibility Evaluations for Community Facility Applications)

7 CFR 1942, Subpart A, section 1942.17(h) establishes the requirements for financial feasibility for all applicants. In many instances, a financial feasibility study completed by a Certified Public Accountant or Accounting (CPA) firm backed by an examination opinion attesting to the validity of the assumptions will be required. For small loans, less than $500,000, a financial feasibility analysis without an examination opinion will likely be appropriate.

The CF program accepts three levels of financial feasibility reports which are based on the loan amount requested, the applicant experience level, and the security associated with the transaction. The three reports are called: 1. Financial Feasibility Analysis; 2. Financial Feasibility Study with a Compilation Report; and 3. Financial Feasibility Study with Examination Opinion.

A Financial Feasibility Analysis describes the applicant's present situation, analyzes alternatives, and outlines the proposed project. The level of effort required to prepare the report and the depth of the analysis within the report is proportional to the size and complexity of the proposed project. The preparer is expected to fully disclose and analyze all significant factors that may have a favorable or adverse effect on the financial success of the proposed facility.

The Financial Feasibility Analysis will be prepared in accordance with the latest Unnumbered Letter (UL) establishing the requirements for a Financial Feasibility Evaluation.

A Financial Feasibility Study with a Compilation Report consists of applying accounting and financial reporting expertise to assist the applicant in the presentation of prospective financial information and reporting. No assurances are provided; however, the preparer will consider whether the presentation appears appropriate in form and free from obvious material misstatements.

A Financial Feasibility Study with Examination Opinion is the examination of the prospective financial information provided by the applicant ("management") culminating in an examination opinion on the reliability of the applicant's financial statements and management's underlying assumptions. The examination opinion provides a high level of assurance.

A financial feasibility study with a compilation report or examination opinion will be prepared by a CPA with the necessary expertise to perform the study. Examination opinions must be backed by professional liability insurance. The RD processing office will verify that the CPA firm has the required insurance coverage in place.

Application Process and Underwriting

Financial Feasibility Evaluations Requirements

To assist you with determining which financial feasibility is required for your project, please use the Attachment E Decision Tree 1 to Determine the Level of Financial Feasibility Evaluation For a Community Facilities Direct Loan or Guarantee. The level of evaluation will be dependent on several factors including the security for the loan, the size of the loan request, the longevity of the applicant's operation and its financial history. For direct loan requests where the security for the loan will be real estate, chattel and/or assignment of income, contact the processing office first to determine if the applicant meets the criteria established in either 7 CFR 1942.17(g)(2)(iii)(A)(6) for public bodies, or 7 CFR 1942.17(g)(3)(iii)(A)(2) for nonprofit organizations. These criteria are sometimes referred to as the "5/5 criteria". Applicants that do not meet the 5/5 criteria must be referred to the National Office for concurrence to proceed with an application and obtain guidance on the level of financial feasibility evaluation required during the preapplication stage or prior to proceeding with the application.

The financial feasibility study with compilation report or examination opinion will typically include the following:

1. Signed and dated compilation or opinion letter.
2. Five-years of historic and forecasted financial statements.
3. Schedule of ratios pertinent to the industry.
4. Summary of significant financial forecast assumptions and accounting policies.
5. Summary of significant demand forecast assumptions (market assessment; not provided with a compilation but can be provided by the applicant).
6. Sensitivity analysis.
7. Other information deemed appropriate by the preparer.
8. Information regarding the Governing Body and Management Team (not required to be included in the compilation or examination opinion but can be provided by the applicant).

Security Requirements by Eligible Entity Type

(See CFR 1942.17(g))

Public Bodies

(See 7 CFR 1942.17(g)(2))

1. Bonds
   a. General Obligation (GO). (GO bonds generally require a specific majority vote to pass. This could vary by State. State statute may limit the amount of GO bonds outstanding at any one time). Please be sure to work with your local RD CP Specialist and the RD Regional Office of General Counsel on issues involving GO bonds.
   b. Revenue bonds. (Typically, revenue bonds do not require approval by two-thirds vote since they are not payable from taxes nor from the general fund. However, State statues vary). Please be sure to work with your local RD CP Specialist and the RD Regional Office of General Counsel on issues involving revenue bonds.
2. When bonds are not used:
   a. Promissory Notes;
   b. Real Estate Mortgages or Deeds of Trust;
   c. Financing Statements;
   d. Security Agreements.

Nonprofits

(See 7 CFR 1942.17(g)(3))

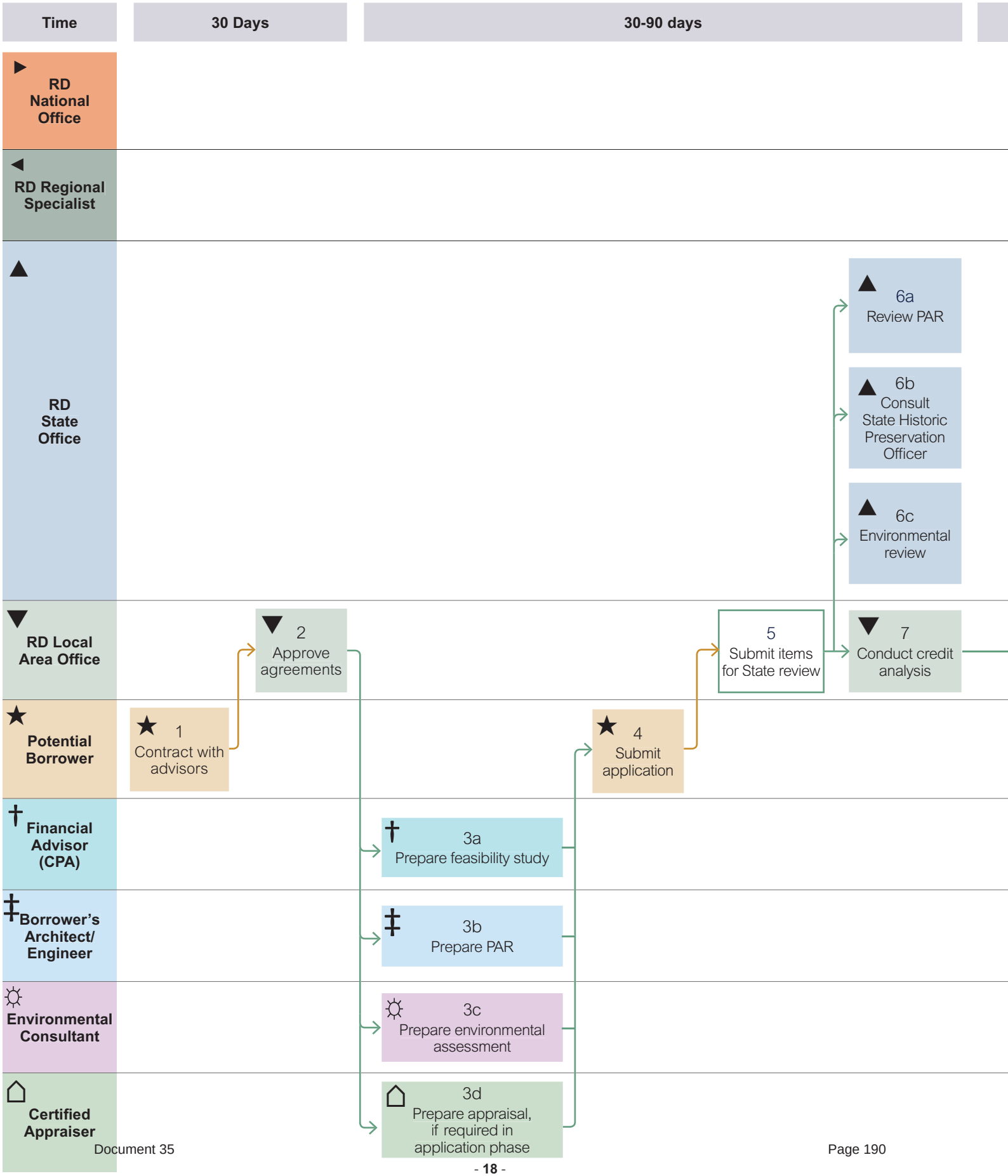
1. Promissory Notes (Form RD 440-22);
2. Real Estate Mortgages or Deeds of Trust;
3. Financing Statements (Form UCC-1);
4. Security Agreements (Form RD 1942-9);
   a. Deposit Agreements;
   b. Unconditional Guarantees.

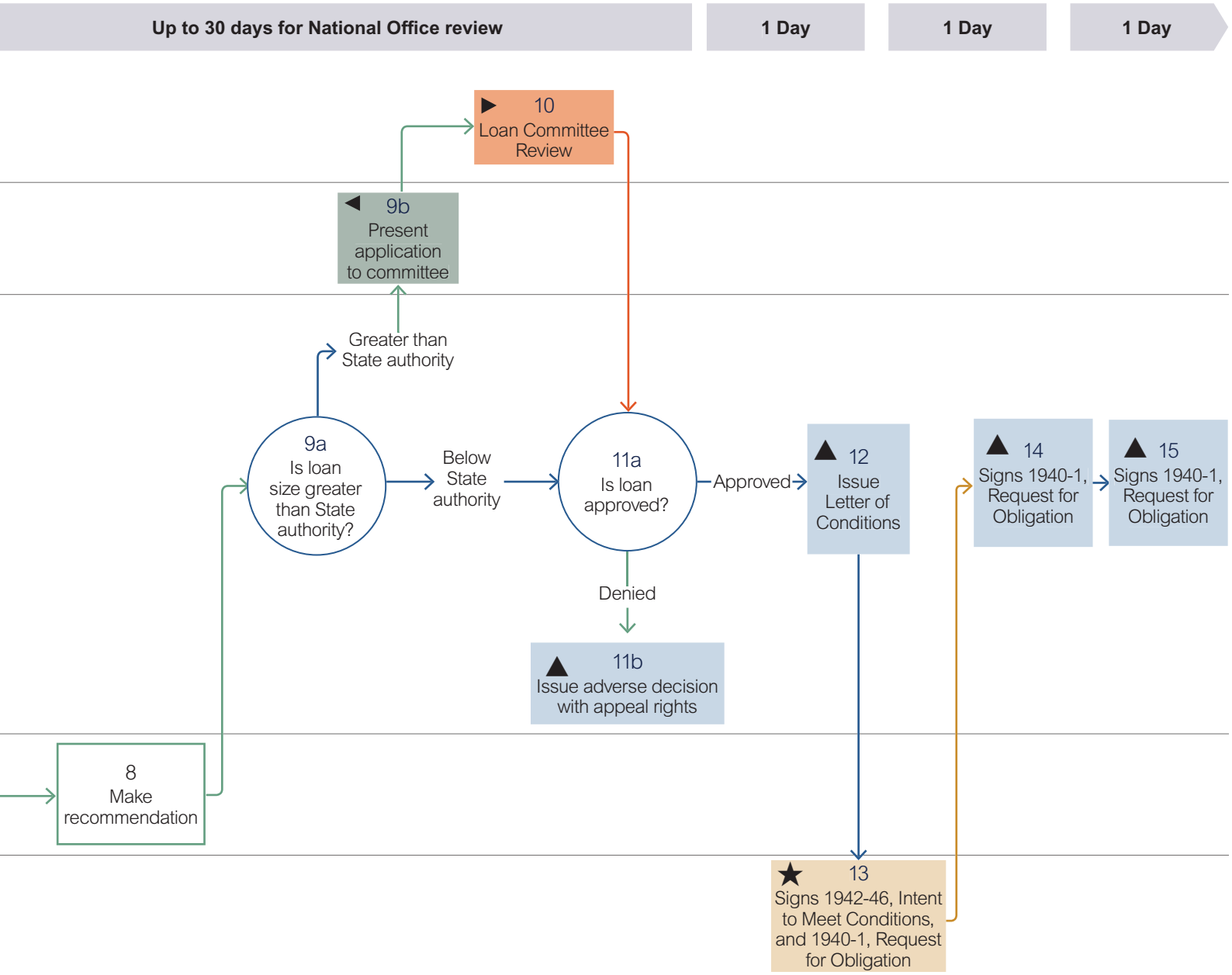
Tribes

(See 7 CFR 1942.17(g)(3)

1. Assignment of general Tribal income in the form of a Tribal Resolution;
2. Lien on specific revenue source generated by the Tribe; i.e., sales tax, fuel tax, gaming revenue (casino);
3. Tribal General Obligation Bond.

Community Facilities Direct Loan: Recommended Application Process




Up to 30 days for National Office review
1 Day
1 Day
1 Day
10
Loan Committee Review
9b
Present application to committee
Greater than State authority
9a
Is loan size greater than State authority?
Below State authority
11a
Is loan approved?
Approved
12
Issue Letter of Conditions
14
Signs 1940-1, Request for Obligation
15
Signs 1940-1, Request for Obligation
Denied
11b
Issue adverse decision with appeal rights
8
Make recommendation
13
Signs 1942-46, Intent to Meet Conditions, and 1940-1, Request for Obligation

Closings and Construction

STEP 4

Closings and Construction

The last phase of the direct loan application process involves preparation and approval of construction plans, specifications, and the procurement of construction contractor(s) through free and open bidding. RD must concur with the bidding documentation, concur with the bid award, and approval of the construction method and contracts proposed by the construction contractor.

For all construction projects above $50,000, the applicant must use interim financing. The interim financing agreement must be submitted to RD for review and concurrence.

Finally, a pre-construction conference between the borrower, RD, and the construction contractor is strongly recommended to discuss key RD requirements during construction, such as daily inspections, payouts, and schedules.

Procurement

(See 7 CFR 1942.18(j)(2))

All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.

Construction

Prior to the approval of your plans and specifications, the applicant must submit the following items to RD for review and approval:

1. Construction contract documents must be prepared in accordance with RD Instruction 1942-A, Guide 27;
2. Final plans, specifications, and all addenda;
3. Request for proposal (RFP);
4. Other contracts covering the purchase of equipment.

The following information and records must also be established and maintained:

1. Copy of successful offer;
2. Summary of all offers and a narrative summary of all negotiations;
3. Revised project budget based on successful offer;
4. Engineer/Architect recommendation of award;
5. Resolution (owner's) of tentative award;
6. Notice to unsuccessful offeror(s).

Please contact the RD Local CP Area Specialist to ensure that the appropriate American Institute of Architects (AIA) documents are being used as construction documents for this project.

Closings and Construction

The RD Area Office will issue the RD 1942-A, Guide 1 (Guide Letter for Use in Informing Private Lender of Rural Development's Commitment) or Guide 1a (Guide Letter for Use in Informing Other Lenders of Rural Development's Commitment), whichever is appropriate, when your project has met all of the requirements needed to start construction.

Other Pre-Closing and Pre-Construction Requirements

1. **Environmental Mitigation**
   (7 CFR part 1970)

   For all construction projects, an environmental review is required in accordance with 7 CFR part 1970.

   As a result of the environmental review performed, all environmental mitigation requirements must be considered as the applicant selects the final site and final plans and specifications for the facility.

2. **Interim Financing**
   (See 7 CFR 1942.17(n)(3))

   In all loans exceeding $50,000, where funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be obtained so as to preclude the necessity for multiple advances of RD funds.

   The applicant must provide RD with a copy of the tentative agreement reached in connection with the interim financing. The Rural Development loan should be closed as soon as possible after the disbursal of all interim funds.

3. **Appraisal Requirements**
   (See 7 CFR 1942.17(g)(2)(iii)(B)(2) and 1942.17(g)(3)(iii)(B)(2))

   If real estate is taken as the primary security for the project then an "as-developed" real estate appraisal, performed by a qualified licensed appraiser, that shows the value of the property serving as security for the loan is equal to, or greater than, the proposed RD loan(s).

   Additionally, your attorney must provide RD with a description of the real property, including a plat, which will be included in the mortgage (deed of trust), and a title insurance binder (as applicable by your State).

4. **Leases**
   (See 7 CFR 1942.17(j)(5))

   a. No restrictions on use of the site or the facility;
   b. No reverter clause;
   c. Term must be equal to term of loan;
   d. All leases must be reviewed and concurred by the RD OGC;
   e. Leasehold interest can be your security if it is demonstrated that RD is collaterally secured in the event of default;
   f. If borrower fails, we can lease facility to another entity;

5. **Insurance and Bonding Requirements**
   (See 7 CFR 1942.17(j)(3)
   a. Liability and Property Damage Insurance;
   b. Workers' Compensation;
   c. Position Fidelity Bond Coverage;
   d. Property Insurance;
   e. Real Property Insurance; and
   f. National Flood Insurance;
      i. If flood insurance is available, you must purchase a flood insurance policy at the time of loan closing.
      ii. Applicants whose buildings, machinery, or equipment are to be located in an area which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.

6. **Documentation of All Funds Needed**
   (See 7 CFR 1942.17(n)(6))
   Prior to advertisement for construction bids, you must provide evidence showing the availability of all other funds committed to this project.

7. **Disbursement of Rural Development Funds**
   All contributions by the applicant and other non-RD funds will be the first funds expended on the project followed by the RD loan funds committed to this project. If RD grant funds are associated with this financing package, then these funds will be the last funds advanced. RD funds will be advance on an as needed basis in the amount necessary to cover RD's proportionate share of obligations. If all grants are not needed for the project, then these grant funds will be de-obligated.

8. **Debt Service Requirements**
   A debt service reserve is required and must be accumulated at the rate of 10 percent of the annual debt payments until a sum equal to no less than one annual installment is accumulated. Some transactions may require full funding of this account (one year of debt service) at the time of loan closing.

9. **Pre-authorized Debit Payments (PAD)**
   You will be required to participate in the Pre-authorized Debit (PAD) payment process. This will allow for your payment to be electronically debited from your account on the day that the payment is due.

10. **Audit or Financial Statement Requirements**
(See 2 CFR 200.501)

Non-Federal entities will provide an Audit or Financial Statement in accordance with 2 CFR 200.500-517 and as follows:

a. A non-Federal entity expending $750,000 or more Federal funds per fiscal year will submit an audit conducted in accordance with 2 CFR Chapter 1 and Chapter II, Parts 200, 215, 220, 225, 230 and 400, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. A non-Federal entity expending less than $750,000 will provide annual financial statements covering the loan period, consisting of the organization's statement of income and expense and balance sheet signed by an appropriate official of the organization. Financial statements will be submitted within 90 days after the applicant's fiscal year.

11. **Code of Conduct**
(See 7 CFR 1942.18(j)(1)

All applicants must adopt and maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by RD funds. No employee, officer, or agent of the owner shall participate in the selection, award, or administration of a contract supported by RD funds if a conflict of interest, real or apparent, would be involved.

12. **Other Agency Forms**

Additionally, the applicant may be required to execute certain other Agency forms to obtain financial assistance from RD. By resolution, these forms must be adopted and properly executed, and minutes showing the adoption must be provided.

13. **Changes to RD Forms**

No changes to any RD forms, no matter how insignificant the change, are allowed without prior approval of the RD Regional OGC Attorney.

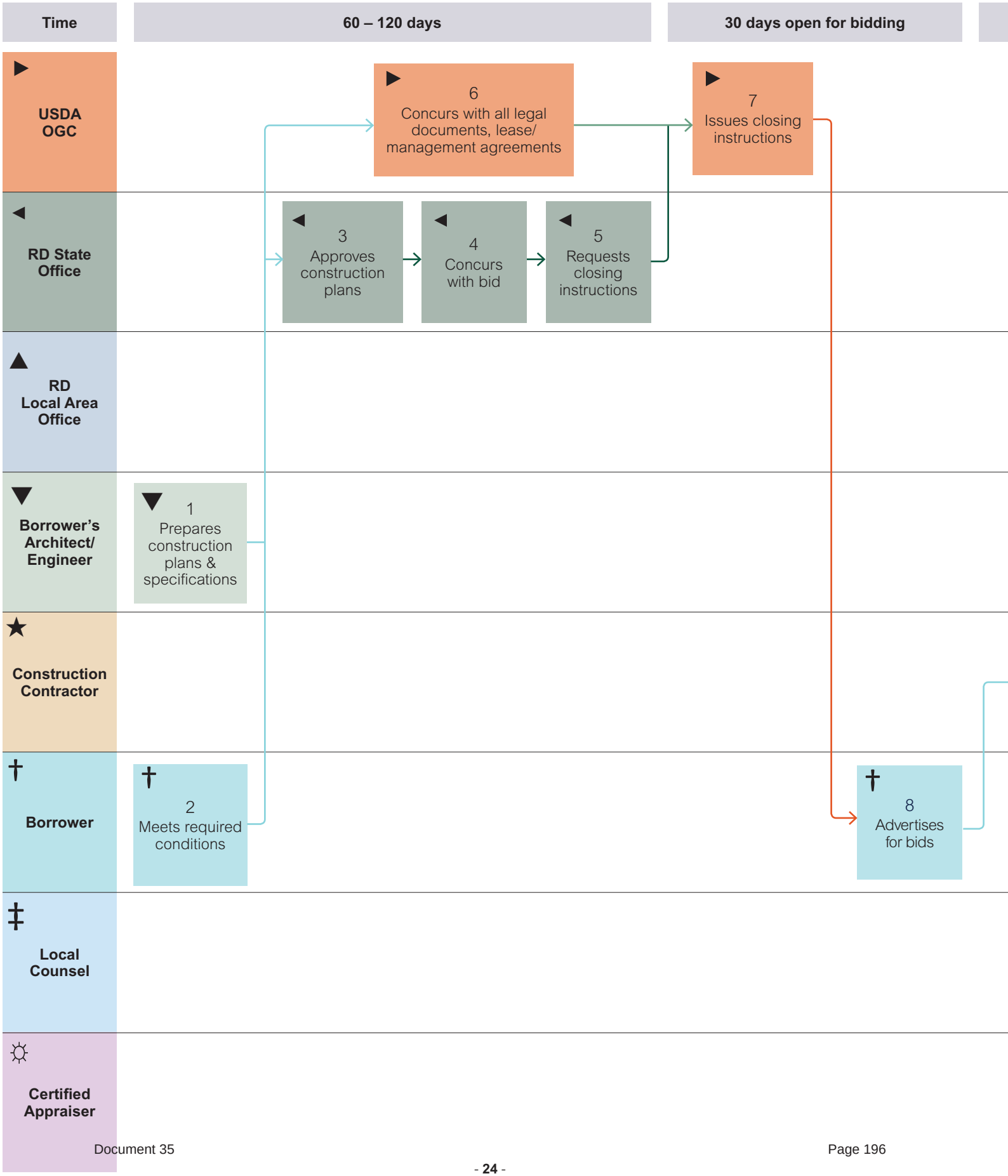
14. **Applicable State Requirements**

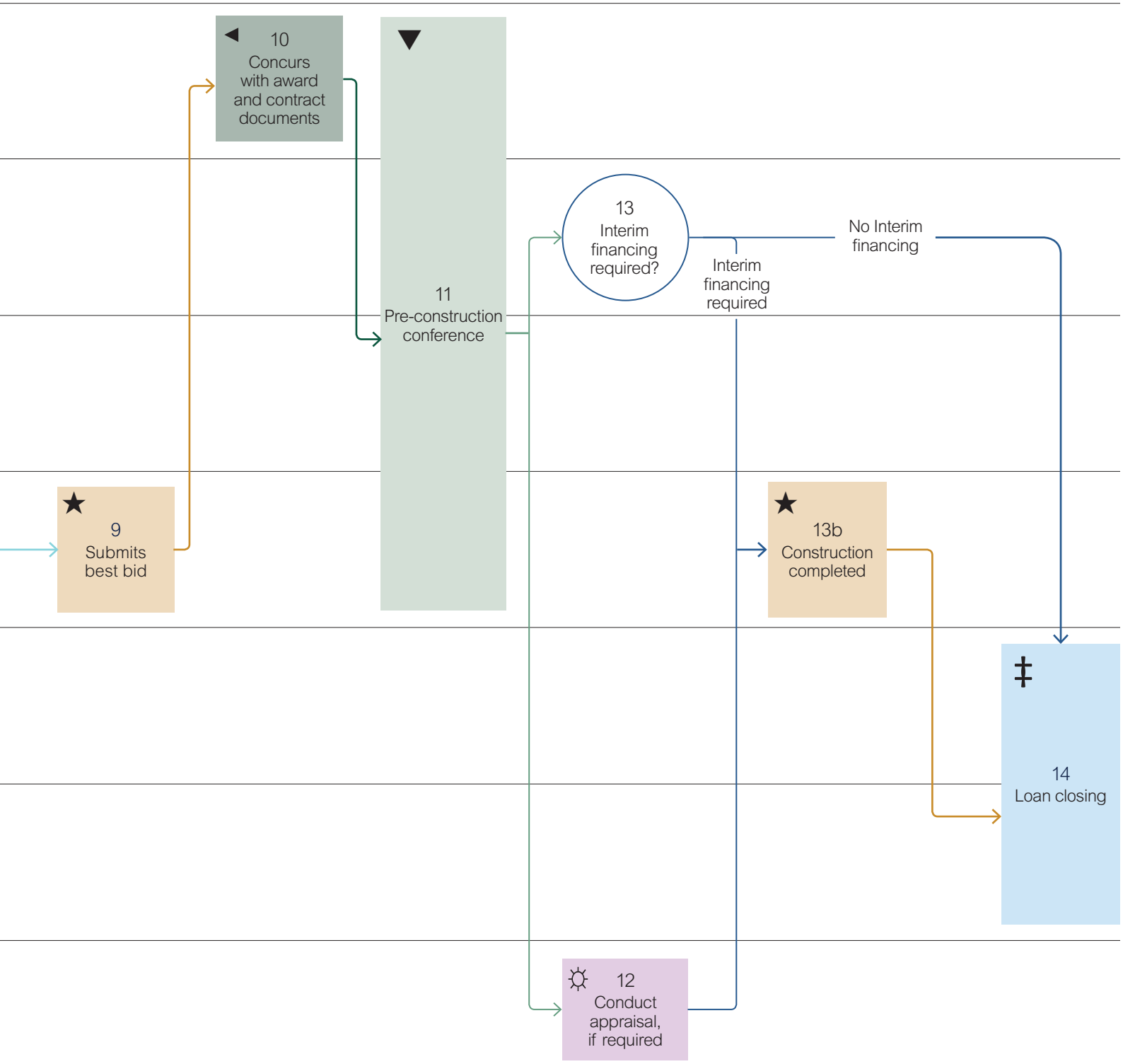
Please consult with your local RD CP Area Specialist or the Community Program Director to ensure that your application submission includes all of the necessary documents to meet the applicable State requirements for the project requesting Federal financial assistance.

15. **Error and Omissions Statement**

As a recipient of Federal financial assistance, all borrowers must comply with all applicable Federal, State, and local statutes, ordinances, regulations, and codes. The major portion of existing Rural Development rules and regulations which must be met are included in RD Instruction 1942-A. No modifications or waiver of any portion of these regulations is authorized. Such regulations shall govern regardless of any misinterpretation, omission, misunderstanding, or statements made by any RD employee.

Community Facilities Direct Loan: Recommended Closing and Construction Process




10
Concurs with award and contract documents
11
Pre-construction conference
13
Interim financing required?
No Interim financing
Interim financing required
9
Submits best bid
13b
Construction completed
14
Loan closing
12
Conduct appraisal, if required

Appendix: RD Guidance and Forms

Attachment A
Community Facilities Program: Initial Potential Borrower Meeting Checklist.

Attachment B
Community Facilities Program: Direct Loan Pre-Application Checklist.

Attachment C
Community Facilities Program: Direct Loan Application Checklist.

Attachment D
Community Facilities Program: Direct Loan Closing and Construction Checklist.

Attachment E
Decision Tree 1 to Determine the Level of Financial Feasibility Evaluation For a Community Facilities Direct Loan or Guarantee

Attachment F
Decision Tree For Determining When Projects Need Section 106 Review.

ATTACHMENT A

Community Facilities Program: Initial Potential Borrower Meeting Checklist

Learn about the community, need for the project, and existing project plans.

Discuss project eligibility:

1. Site location (< 20,000 population in census designated places, or in unincorporated rural areas).
2. Community facility definition (no primarily commercial or recreational projects).
3. Borrower must have legal authority to construct, own, operate, maintain, manage, borrow funds, and pledge collateral.
4. Public use requirement:
    a. Impact must be broad-based (not benefit only small part of community).
    b. 51 percent population served must be in eligible rural area.
5. Project must be based on assured income for operation, maintenance, and debt repayment.
6. <25 percent floor space may be leased for ineligible activity (e.g., commercial enterprise).
    a. Management and lease agreements must be approved.
7. Eligible costs:
    a. Refinancing < 50 percent of loan; must be debt incurred for facility.
    b. Costs incurred prior to CF loan approval (conditions apply).

Discuss rates and terms:

1. Rate determined by area median income,
2. Term of useful life of the asset, 40 years or State statue limitations (whichever is less).
3. No prepayment penalty.

Discuss key requirements:

1. Five years successful operating history.
2. Competitive bid process for construction.
3. Approval of alternative construction methods.
4. Security requirements.
5. Test for other credit.
6. Interim financing.
7. Environmental Assessment or Report.
8. Evidence of community support.
9. Certificate of Need (if required).
10. Graduation/repayment requirement.

Community Facilities Program: Initial Potential Borrower Meeting Checklist

Discuss annual funding availability and the priority scoring system.

Discuss loan application timeline:

1. Loan is not approved until Request for Obligation and Letter of Intent to Meet Conditions are signed.

Discuss next steps:

1. Submit organization documents for the RD OGC review.
2. Obtain letters from banks stating rates and terms they would offer.
3. Hire advisors: architectural, legal, financial, environmental and have RD approve agreements.
    a. Borrower must compile pre-application documents.
    b. Architect/engineer must produce Preliminary Architectural Report (PAR).
        i. Should consult with State Historic Preservation Officer.
    c. Financial advisor must produce feasibility report and CPA-backed examination opinion.
    d. Environmental consultant must produce environmental assessment.

ATTACHMENT B

Community Facilities Program: Direct Loan Pre-application Checklist

Pre-applications not necessary for fire/rescue projects, or projects < $300,000

Nonprofit

1. Organizational documents must be reviewed by RD OGC:
   a. Original articles of incorporation and all amendments.
   b. Most current by-laws.
   c. Certificate of good standing.
   d. List of board of directors, including title, address, term expiration date.
2. SF-424, Application for Federal Assistance requires:
   a. Dun & Bradstreet Data Universal Numbering System (DUNS).
   b. Tax Identification Number (TIN).
   c. System Award Management (SAM).
3. Five years of financial records to include:
   a. Tax returns (IRS 990).
   b. Audited financial statements. (preferred).
   c. Can alternatively use Form RD 442-7, Operating Budget (if revenues > $100,000) or Form RD 1942-53, Cash Flow report (if revenues < $100,000).
   d. Must have five successful years of operations or requires exception from the RD National Office.
      i. State Office can issue exceptions for loans < $250,000.
4. Copies of all existing debt instruments.
5. Evidence of no other credit being available:
   a. Letters from banks must be from lenders that typically make similar loans, stating what rates and terms would be.
   b. Applicant statement on why rates and terms offered aren't acceptable.
6. RD Instruction 1900-D, Section 1900.153(a), Identifying and Reporting Assistance to Rural Development Employees, Relatives and Associates Certification.
7. OMB Control Number 1890-0014, Survey on Ensuring Equal Opportunity for Applicants; (Must be provided by RD, applicant not required to complete).

Public Body

1. Organizational documents typically not required (except for special purpose districts).
2. SF-424, Application for Federal Assistance:
   a. Requires DUNS, TIN, SAM.
3. One-year historical financial statements:
   a. Five years if security is a revenue bond. One year projected financial statements:
   b. Five years if security is a revenue bond. Copies of all existing debt instruments. Evidence of other credit being available.
4. RD Instruction 1900-D, Section 1900.153(a), Identifying and Reporting Assistance to Rural Development Employees, Relatives and Associates Certification.

ATTACHMENT C

Community Facilities Program: Direct Loan Application Checklist

1. Applicant selects **professional service providers** (architect/engineer, legal, financial, environmental) and RD approves agreements:
   a. See RD Instruction 1942-A, Guide 14, on legal services agreement.
   b. See Form RD 1942-19, Architectural/Engineering Agreement.
   c. CPA-backed examination opinion of financial feasibility report required; please refer to the latest RD UL on this topic to ensure your project meets all financial feasibility requirements.
   d. RD, applicant, and service providers hold **application conference** to discuss:
      i. Site visit.
      ii. Construction.
      iii. Free and open bidding required.
      iv. RD approval of bid award, construction contracts, and of alternative construction methods required.
      v. Interim financing requirement.
   e. Coordination of funds:
      i. RD last-in funds.
      ii. Management agreements and leases (if applicable).
      iii. 25 percent of the floor space may be used by ineligible organizations if services enhance primary services offered.
      iv. Environmental review process (if not completed during the pre-application process);
      v. Certificate of Need, (if required).
   f. Public meeting must be held after pre-application is filed and before closing:
      i. Must have public notice of meeting at least 10 days prior.
      ii. Must provide RD with copy of the notice and of meeting minutes.
      iii. Draft Lease Agreement (If applicable) (all lease agreements ground, space, etc.).
      iv. Draft Management Agreement (if applicable).

2. Submit **complete application:**

   Required for Nonprofits and Public Bodies

   a. Updated historical financial statements; updated SF-424 (if necessary).
   b. Preliminary Architectural/Engineering Report (PAR/PER):
      i. Site plan, working plans, and specifications required.
   c. Evidence of contact with State Historic Preservation Officer;
   d. Financial Feasibility Report:
      i. Please refer to the latest RD UL on Financial Feasibility Report requirements.
      ii. Financial Advisor Agreement.
      iii. Legal Services Agreement (see RD Instruction 1942-A, Guide 14).
   e. Form RD 1942-19, Architectural/Engineering Agreement, or AIA Documents.
   f. Revenue contracts (if applicable):
      i. Not needed from public bodies if operating income is based on tax assessments.
   g. Form RD 442-3, Balance Sheet:
      i. Can use own format if provides same information.

Community Facilities Program: Direct Loan Application Checklist

h. Form RD 442-7, Operating Budget (if revenues > $100k) or Form RD 1942-52, Cash Flow Projections (if revenues <$100k):

i. Can use own format for five-year projections if provides same information.

i. Project budget and cost estimates.

ii. Other Agency funding status (if applicable).

iii. Form RD 400-1, Equal Opportunity Agreement. Form RD 400-4, Assurance Agreement.

iv. Certification of Non-Lobbying Activities (RD Instruction 1940-Q, Exhibit A).

v. Form HUD 935.2, Affirmative Fair Housing Marketing Plan (AFHMP) (if applicable, for housing projects).

vi. Certificate of Need (CON) (if applicable, for healthcare projects).

vii. Form AD 3030 Representation Regarding of Felony Conviction.

3. **Additional Items**

Nonprofit Corporations

a. Form RD 1942-8, Resolution of Members (if applicable):

i. Not necessary if only members are board of directors.

Public Bodies (if bonds are being used)

a. Bond resolution.

b. Official notice of sale with affidavit of publication (when required by State statute). Documentation of favorable bond vote.

c. Bond counsel agreement.

4. RD issues **Letter of Conditions (LOC)**

a. State Office can generally approve loans < $3-5 million; RD National Office reviews and approves all loans > $5 million.

b. LOC must be delivered in person to discuss LOC conditions.

i. Any changes to project cost, source of funds, scope of services, or other significant changes must be approved by written amendment to LOC.

5. The RD loan is not **approved** until applicant signs:

a. Form RD 1940-1, Request for Obligation.

b. Form RD 1942-46, Letter of Intent to Meet Conditions.

i. Should only be signed by those authorized by the entity's organizational documents.

c. Form RD 1910-11, Applicant Certification Federal Collection Policies for Consumer or Commercial Debts.

d. Form AD-1047, Certification Regarding Debarment Primary Covered Transactions.

e. Form AD-1048, Certification Regarding Debarment Lower Tier Covered Transactions:

i. For use with borrower's contractors on contracts over $25,000, e.g., architects, attorneys. Form SF 3881, Electronic Funds Transfer Payment Enrollment Form.

f. Form RD 3550-28, Agreement for Preauthorized Payments.

g. Form AD 3031 Assurance Regarding Felony Conviction or Tax Delinquent Status of Corporate Applicants.

6. **Compliance review** must be completed within one year of loan closing or signing of the RD Form 400-4, Assurance Agreement.

ATTACHMENT D

Community Facilities Program: Direct Loan Closing and Construction Checklist

1. RD must approve all **construction contract documents** and plans and specifications.

2. Owner **prepares for loan closing**

   Must obtain closing instructions from RD prior to start of construction, or loan closing, whichever is earlier.

   Nonprofits:

   a. Authorized Official of the Organization signs Form RD 1942-9, Loan Resolution Security Agreement, after loan approval.

   b. Attorney prepares the draft closing documents.

   Public Bodies: (if Bonds are being used)

   a. Complete Form RD 1942-47, Loan Resolution.

   b. Obtain preliminary bond transcript from bond counsel.

      i. Please ensure that the bond information is accurate: Number of days is 365.

      ii. Interest rate, payment amount, and period are correct. Loan amount is included.

      iii. Registered owner (payee) is “United States of America acting through Rural Housing Service, USDA.”

      iv. Place of payment is address for RD office. Arbitrage.

3. RD obtains **closing instructions** from RD OGC (Office of General Counsel)

   RD provides closing documents, but borrower’s legal counsel does the closing.

   Nonprofits:

   a. For loans < $300,000 to nonprofits, RD State Office rather than OGC issues closing instructions in most States.

   b. Submit draft documents for issuance of closing instructions: Loan agreement.

      i. Real estate mortgage / deed of trust.

      ii. Form UCC-1, Financing Statement.

      iii. Form UCC-1Ad, Financing Statement Addendum. Legal description of real estate.

      iv. Title insurance binder.

   Public Bodies:

   a. For fire/rescue loans, RD State Office rather than OGC issues closing instructions in most states.

   b. Submit draft documents for issuance of closing instructions:

      i. Preliminary bond counsel opinion.

      ii. Draft form of bond.

      iii. Bond resolution with all amending resolutions and final form of bond counsel opinion.

Community Facilities Program: Direct Loan Closing and Construction Checklist

4. **Interim Financing**

   For all construction projects above $50,000, the applicant must use interim financing. The interim financing agreement must be submitted to RD for review and concurrence.

5. **Loan Closing**

   Nonprofit closing documents:

   a. Legal opinion of local counsel.
   b. Real estate mortgage / deed of trust.
   c. Form UCC-1, Financing Statement.
   d. Form UCC-1Ad, Financing Statement Addendum.
   e. Loan agreement.
   f. Form RD 440-22, Promissory Note.
   g. Form RD 400-1, Equal Opportunity Agreement. Form RD 400-4, Assurance Agreement.
   h. Nonprofit Board Secretary complies certification on RD Form 1942-9, Loan Resolution Security Agreement.
   i. Resolution amending Form RD 1942-9, Loan Resolution Security Agreement, if applicable.
   j. Notice of lien with Department of Motor Vehicles, if title is issued for vehicle.

   Post-closing submit executed closing documents to OGC (or State Office for loans < $300,000 in some States) for review:

   a. Legal opinion of local counsel.
   b. Loan agreement.
   c. Real estate mortgage / deed of trust.
   d. Filed UCC-1 or receipt for filed UCC-1.
   e. Title insurance policy.
   f. Deed of Trust properly recorded.

   OGC issues post-closing review opinion; RD updates in loan file.

   Public body closing documents:

   Submit following to RD State office for authorization to close:

   a. Final form of bond.
   b. Final form of bond counsel opinion.
   c. Maturity schedule.

   Post-closing submit to OGC (or State Office for fire/rescue loans in some States) for review:

   a. Copy of bond.
   b. Bond counsel opinion.
   c. “No Litigation Certificate.”
   d. Any other items required by OGC.

   OGC issues post-closing review opinion; RD updates in loan file.

Community Facilities Program: Direct Loan Closing and Construction Checklist

6. Owner prepares for **bid process**
   a. State regulatory approvals.
   b. Easements and right-of-way.
   c. Plan for soliciting small, minority, and women-owned businesses.

7. Owner authorizes **advertisement for bids**
   a. RD must concur with bid advertisement.
   b. Advertisement must clearly State location and time.
   c. Must be advertised prior to bid opening long enough to allow bidders to prepare, avoid impression of insider knowledge, and meet any State law requirements.
   d. Any agent, person, or entity representing the owner in development, construction, financial/ design decisions, or having any financial interest in the firm selected is ineligible to bid, or be party to any part of the construction contract:
      i. This includes owner's representative, project coordinator, project manager, construction manager, construction advisor, or any individual entity that performs similar services using different terminology.
      ii. RD will observe these requirements in approving bids.
      iii. Agents are Unacceptable Bidders. See CFR 1942.18(j)(7)

8. Owner **opens bid process**, assisted by architect/engineer, including RD representation
   a. Establish clock for official time and do not accept late bids.
   b. Bids read aloud.
   c. No announcement of low bidder.
   d. All bids to be reviewed by RD with owner and architect/engineer.
      i. Confirm math.
      ii. Confirm lowest bidder is responsive (in compliance with all Instruction to Bidders provisions, complete documentation, all required signatures, etc.).
      iii. Confirm lowest bidder is responsible (has financial, equipment, and knowledge capacity, and has completed similar work successfully).

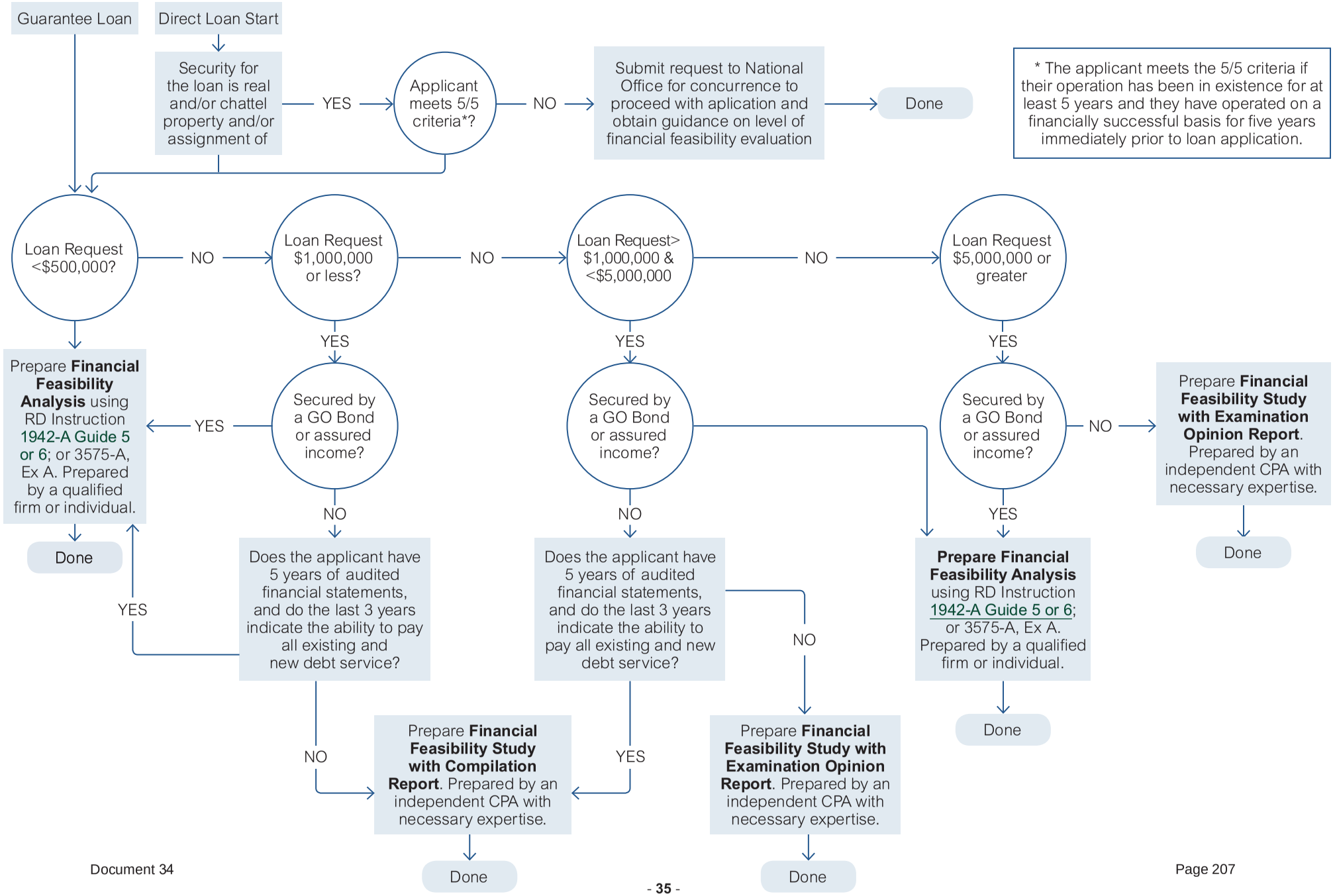
9. Owner issues **Notice of Award**
   a. RD must concur prior to issuing award.

10. **Pre-construction conference** chaired by architect/engineer to discuss:
    a. Roles and responsibilities;
    b. Inspections;
    c. Payments;
    d. Notice to proceed: Issued by owner, after contracts are signed and concurred by RD.

11. **Construction begins**

ATTACHMENT E

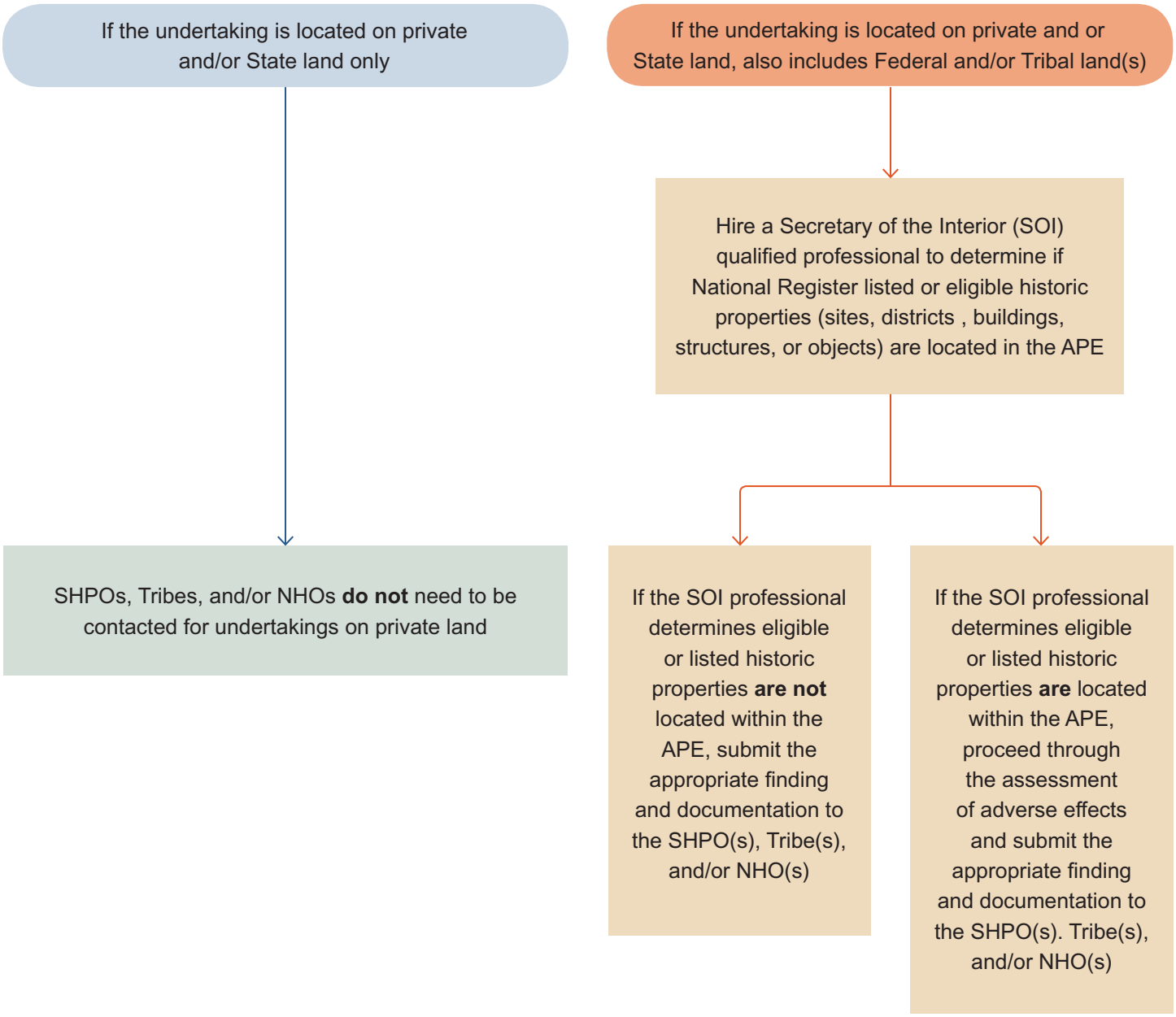
Decision Tree 1 to Determine the Level of Financial Feasibility Evaluation For a Community Facilities Direct Loan or Guarantee



ATTACHMENT F

Decision Tree 2 For Determining When Projects Need Section 106 Review

After the RD Federal preservation officer (FPO) has determined that the 7 CFR 1970.53 project has no potential to cause effects pursuant to 36 CFR 800.3(a)(l).



In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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USDA
Form RD 1942-40
(Rev. 6-97)

PROCESSING CHECK LIST
(Public Bodies)

Name of Applicant	State
Type of Project	County

Item No.	Document	Form No.	To Be Prepared By	Target Date	Date Rec'd
1	Clearinghouse Comments				
2	Preapplication for Assistance (For Non-Construction)	SF 424.1			
3	Preapplication for Assistance (For Construction)	SF 424.2			
4	Request for Environmental Information	RD 1940-20			
5	Notice of Preapplication Review Action	AD-622			
6	Application for Federal Assistance (For Non-Construction)	SF-424.1			
7	Application for Federal Assistance (For Construction)	SF-424.2			
8	S/D Assignment of Responsibility				
9	Evidence of Organization				
10	Environmental Checklist tor Categorical Exclusions	RD 1940-22			
11	Environmental Assessment tor Class I Action	RD 1940-21			
12					
13					
14					
15	Agreement with Attorney	Guide 14			
16	Agreement for Engineering Services	RD 1942-19			
17	Project Summary	RD 1942-43/45			
18	Operating Budget	RD 442-7			
19	Balance Sheet	RD 442-3			
20	Preliminary Engineering Report				
21					
22					
23					
24	Letter of Conditions				

Item No.	Document	Form No.	To Be Prepared By	Target Date	Date Rec'd
25	Letter of Intent to Meet Conditions	RD 1942-46			
26					
27					
28					
29					
30	Loan Resolution (Public Bodies)	RD 1942-47			
31	Mandatory Hook-up Ordinance				
32					
33	Bond Resolution/Ordinance				
34					
35					
36	Option to Purchase Real Property	RD 440-34			
37	Appraisal Report - Farm Tract	RD 1922-1			
38	Appraisal Report - Water & Waste Disposal Systems	RD 442-10			
39	Water Rights				
40					
41					
42					
43					
44					
45					
46					
47					
48	User & Cash Contribution Audit and Verification				
49					
50	Evidence of Title to Assets				
51	Right-of-Way Easement	RD 442-20			

Item No.	Document	Form No.	To Be Prepared By	Target Date	Date Rec'd
52	Right-of-Way Certificate	RD 442-21			
53	Opinion of Counsel Relative to Rights-of-Way	RD 442-22			
54					
55					
56					
57					
58	Evidence of Joint Financing and Memo of Understanding				
59	Rules and Regulations				
60	Approved Recordkeeping System and Management System				
61	Agreement with Account				
62	Written Evidence of Compliance with State Statutes				
63	Written Evidence of Compliance with Federal, State, Areawide, Local and Municipal Requirements and Comprehensive Plans				
64					
65	Press Release				
66	Association Project Fund Analysis	RD 1942-14			
67	Request for Obligation of Funds	RD 1940-1			
68					
69	Equal Opportunity Agreement	RD 400-1			
70	Assurance Agreement	RD 400-4			
71	Compliance Statement	RD 400-6			
72	Compliance Review	RD 400-8			
73					
74					
75	Provision for Interim Financing				
76	Letter to Bank				
77	Request for Bank Designation and Collateral Pledge	Guide I			
78					

Item No.	Document	Form No.	To Be Prepared By	Target Date	Date Rec'd
79	Written Approval by State and Federal Regulatory Agencies				
80	Final Plans and Specifications				
81	Contract Documents				
82	Record of Pre-Construction Conference	RD 1924-16			
83	Bond Registration Book				
84	Bond Counsel's Preliminary Opinion				
85	Association Water or Sewer System Grant Agreement	RD 1942-31			
86	Acknowledgment of Obligated Funds/Check Request	RD 440-57			
87	Request for Check				
88	Closing Instructions Requested				
89	Closing Instructions Received				
90	Management System Card - Association	RD 1905-10			
91	Final Opinion Requested				
92	Final Opinion Received				
93	Date Construction Starts				
94	Bond Transcript				
95					

Community Facilities Direct Loan & Grant

What does this program do?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial, or business undertakings.

Who may apply for this program?

Eligible borrowers include:

- **Public bodies**
- **Community-based nonprofit corporations**
- **Federally recognized Tribes**

What is an eligible area?

Rural areas including cities, villages, townships, and towns including Federally recognized Tribal lands with no more than 20,000 residents according to the latest U.S. Census Data are eligible for this program.

How may funds be used?

Funds can be used to purchase, construct, and/or improve essential community facilities, to purchase equipment, and to pay related project expenses.

Examples of essential community facilities include:

- Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes, or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars, or street improvements
- Community support services such as child care centers, community centers, fairgrounds, or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles, or equipment
- Educational services such as museums, libraries, or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs, or greenhouses

For a complete list see Code of Federal Regulations 7 CFR, Part 1942.17(d) for loans; 7 CFR, Part 3570.62 for grants.

What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our loan guarantee program. These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

What are the funding priorities?

Priority point system based on population, median household income

- Small communities with a population of 5,500 or less
- Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

Community Facilities Direct Loan & Grant

What are the terms?

Funding is provided through a competitive process.

Direct Loan:

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicants authority, or a maximum of 40 years, whichever is less.
- Interest rates are set by Rural Development, contact us for details and current rates.
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area.
- There are no pre-payment penalties.
- Contact us for details and current interest rates applicable for your project.

Grant Approval:

Grant funds must be available. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs:

Maximum of 75 percent when the proposed project is:

- Located in a rural community having a population of 5,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.

Maximum of 55 percent when the proposed project is:

- Located in a rural community having a population of 12,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.

Maximum of 35 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.

Maximum of 15 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.

Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

How do we get started?

Contact your local RD office to discuss your specific project. Applications are accepted year round.

Who can answer questions?

Contact your local RD office.

What governs this program?

- Direct Loan: 7 CFR Part 1942, Subpart A
- Grant: 7 CFR Part 3570, Subpart A

NOTE: Because citations and other information may be subject to change, please always consult the program instructions listed in the section above titled "*What Governs This Program?*" You may also contact your local office for assistance. You will find additional forms, resources, and program information at rd.usda.gov. *USDA is an equal opportunity provider, employer, and lender.*

California Community Programs Contacts

State Office

Lisa Butler, Community Facilities Programs Director lisa.butler@usda.gov (mailto:lisa.butler@usda.gov)
(559) 754-3146 or (559) 309-6381

Sally Tripp, State Office Community Programs Specialist sally.tripp@usda.gov (mailto:sally.tripp@usda.gov) (559) 754-3149

Luis Andrade, Water Environmental Programs Director luis.andrade@usda.gov (mailto:luis.andrade@usda.gov)
(760) 355-2208 ext. 108 or (760) 457-1829

Antonio Ybarra, State Office Community Programs Specialist antonio.ybarra@usda.gov (mailto:antonio.ybarra@usda.gov)
(559) 490-8035

County Contacts

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Placer, Sacramento, San Joaquin, Solano, Sutter, Yolo & Yuba	Robin Yasso, Auburn robin.yasso@usda.gov (mailto:robin.yasso@usda.gov) (530) 217-6241
Alameda, Contra Costa, Monterey, San Benito, San Mateo, Santa Clara & Santa Cruz	Esther De La Cruz, Salinas esther.delacurz@usda.gov (mailto:esther.delacurz@usda.gov) (831) 975-7762
RCDI, SMW/TAT	Christina Swegles, Phelan christina.swegles@usda.gov (mailto:christina.swegles@usda.gov) (760) 843-6882 ext. 124
State Engineers	Michael Starinsky, Davis mike.starinsky@usda.gov (mailto:mike.starinsky@usda.gov) (530) 792-5814 Robert Neilson, Visalia robert.neilson@usda.gov (mailto:robert.neilson@usda.gov) (559) 754-3156
Community Programs Technician	Jennifer Torres, Visalia (payments and auditor's request) jennifer.torres@usda.gov

County	Contact
	(mailto:jennifer.torres@usda.gov) (559) 754-3147
State Environmental Coordinator	Jennifer Gooler, Santa Rosa jennifer.gooler@usda,gov (mailto:jennifer.gooler@usda,gov) (707) 596-0845

Events

There are currently no events scheduled.

MARIPOSA COUNTY
LAW ENFORCEMENT HEADQUARTERS OPERATIONS BUILDING STUDY

November 21, 2023

Board of Supervisors Presentation

Presentation Overview

Facility Needs Assessment
- Sheriff's Office
- Evidence & Storage
- Other Facilities

Conceptual Design Options
- Site Considerations
- New Sheriff's Office
- New Evidence Building

Cost Analysis by Option
- Site Considerations
- New Sheriff's Office
- New Evidence Building

Financing Options
- Loans and Grants
- Bonds/Ballot Measures
- Developer or P3

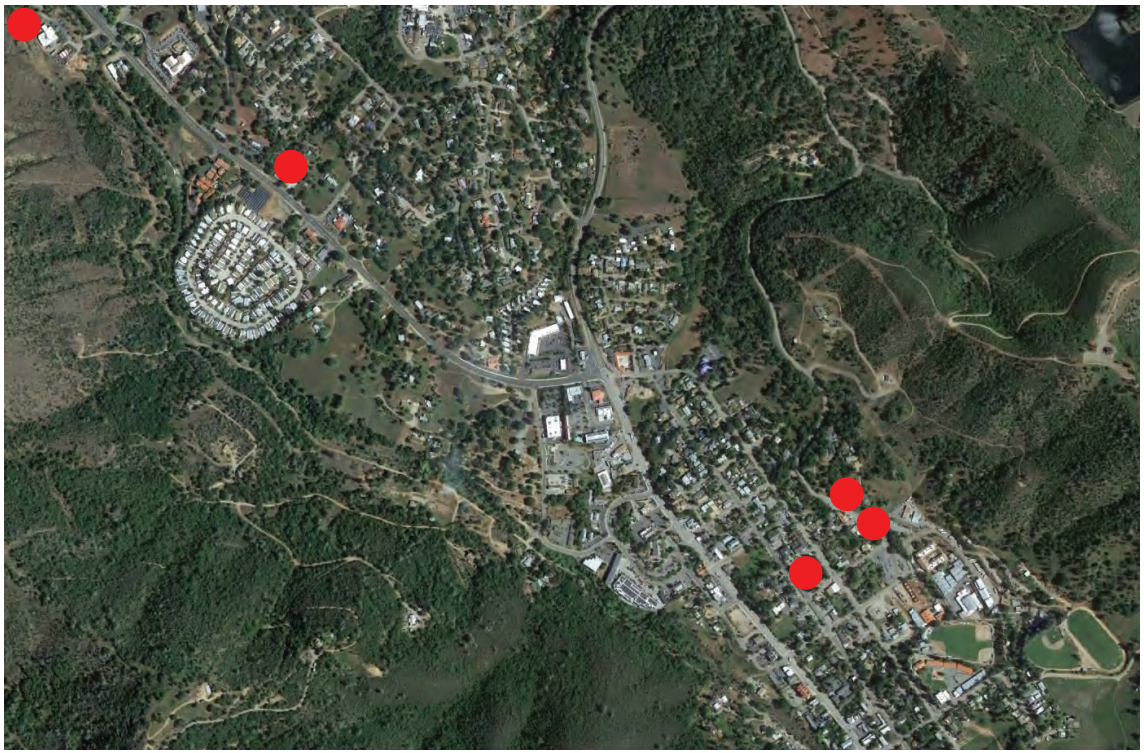
Background Information

Multiple Sheriff Facilities

- Sheriff's Office
- Sheriff's Business Office
- Evidence Building
- Dispatch Center
- Detective Unit
- Office of Emergency Services
- Annex Building
- Search & Rescue Headquarters

Key Takeaways

- The Sheriff's Office has been forced into multiple facilities due to space shortage
- Operating multiple smaller facilities is less efficient



Facility Needs Assessment

Assessment Methodology

Assessment Data Collection Worksheet

Project: San Benito County Master Plan — **No. of Stories:** 1
Site: Public Works Yard — **Year Built:** xxxx
Address: 3220 Southside Road — **GSF:** — **Date:** 6/20/2019
Facility: — **NSF:** — **Assessor:** Rob Nash

Distress: B = Beyond Expected Service Life; F = Failing; D = Damaged; M = Missing; N = No Action Required
Priority: 1 = Critical; 2 = Life Safety; 3 = Does Not Meet Code/Standards; 4 = Necessary; 5 = Recommended

Group	Level III	Element Descpition	Life	Last Reno	Next Reno	Distress	Priority	Photos	Notes
	A1010	Standard Foundations	100						
A10 Foundation	A1020	Special Foundations	100						
	A1030	Slab on Grade	100						
A20 Basement Construction	A2010	Basement Excavation	100						
	A2020	Basement Walls	100						
		Floor Construction:							
		Concrete	100						
		Steel	100						
B10 Superstructure	B1010	Wood	100						
		Roof Construction:							

Key Takeaway

- Facilities were assessed using visual, non-destructive means to identify deficiencies

Facility Assessment Criteria

- Space
- Building Systems
- Fire and Life Safety
- ADA Standards
- Structure
- Security
- Site Conditions

Priority	Deficiency Type	Definition
1	Critical	Stop accelerated deterioration, and/or return a system to operation.
2	Urgent/Life Safety	Improvement to correct a cited safety hazard or work to stop potential deterioration.
3	Does Not Meet Code/Standards	Deficiency corrections that must be performed to meet current building codes or standards.
4	Required	Deficiency corrections that must be performed to maintain or restore the system usability, integrity, reliability, and performance.
5	Recommended	Sensible improvement to existing conditions to improve overall system usability, integrity, reliability, and performance and reduce long-term maintenance costs.

Facility Needs Assessment

Overview

Key Takeaway

- The Sheriff's Office and the Evidence Building are rated as Inadequate for their continued use

Quality Evaluation Ratings

Building systems were evaluated and scored based on the following rating scale:

0 – Very Inadequate

1 – Inadequate

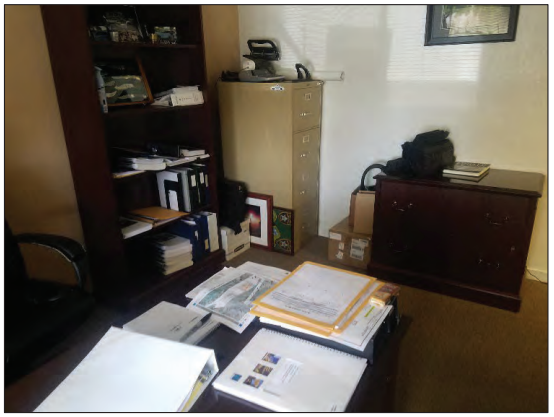
2 – Adequate

3 – Very Adequate

Building Space/Systems Quality Evaluation Ratings		
Building Space/Systems	**Evaluation Ratings/Sheriff Facilities**	
	Sheriff's Dept. 5099 Old Hwy N	*Evidence Building* 4963 10th St
Space	1	1
HVAC	2	1
Plumbing	1	1
Elect/Lighting	2	2
Noise Control	2	2
Fire Safety	1	0
Handicapped/ADA	0	0
Structures	2	1
Security	1	2
Site	1	1
Total	**13**	**11**
Average Rating	**1.3**	**1.1**

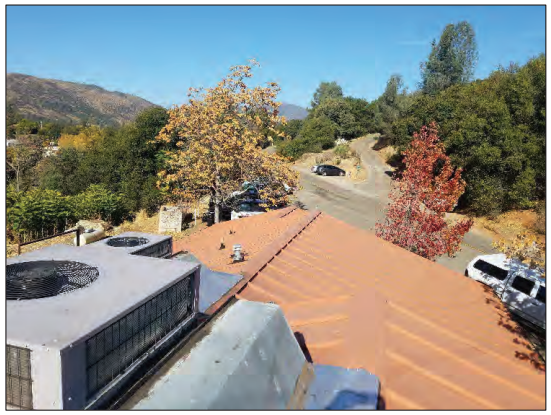
Existing Conditions

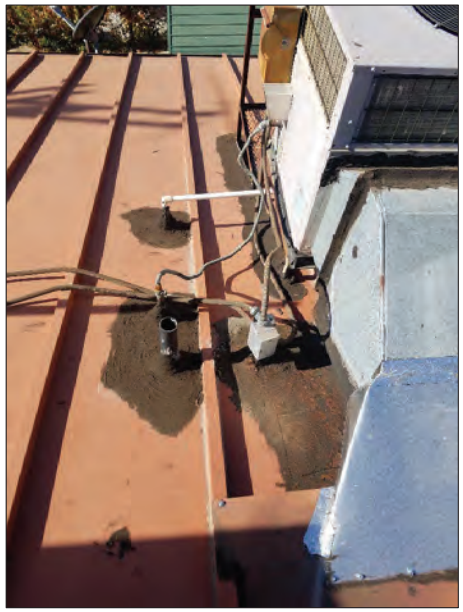
Sheriff's Office



Existing Conditions

Sheriff's Office





Existing Conditions

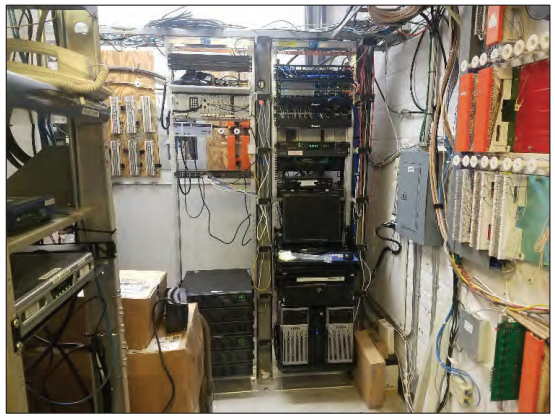
Evidence Building

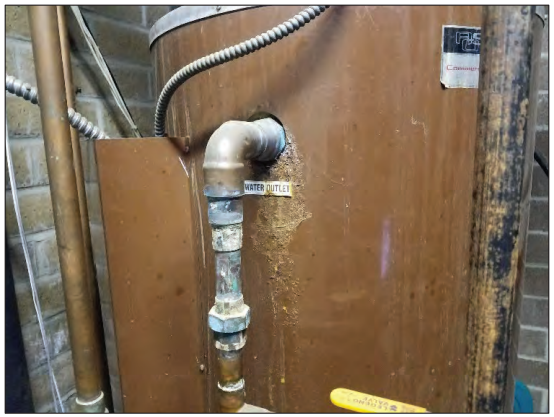
Existing Conditions

Evidence Building

Existing Conditions

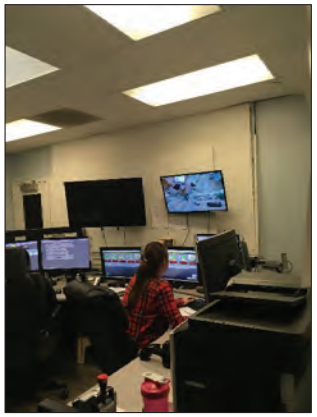
Evidence Building

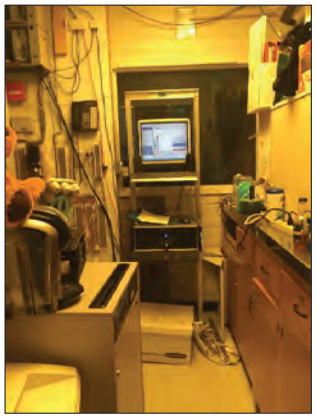




Existing Conditions

Dispatch Center





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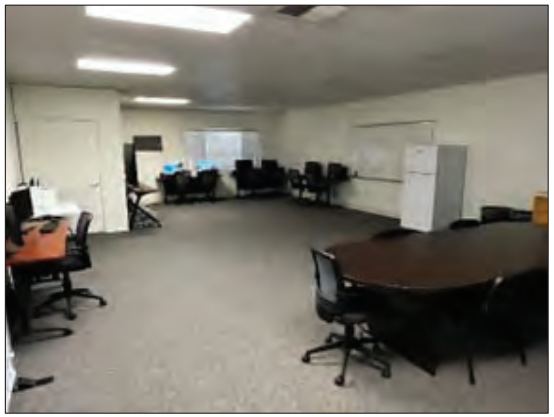
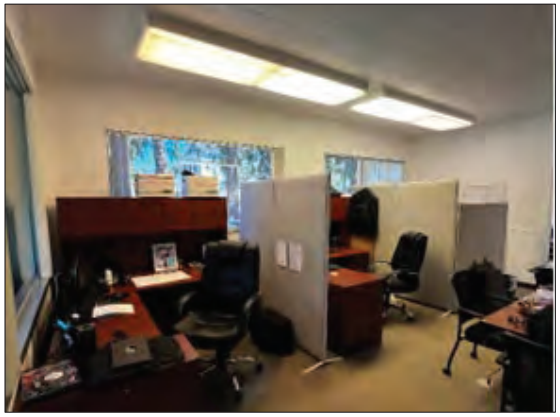
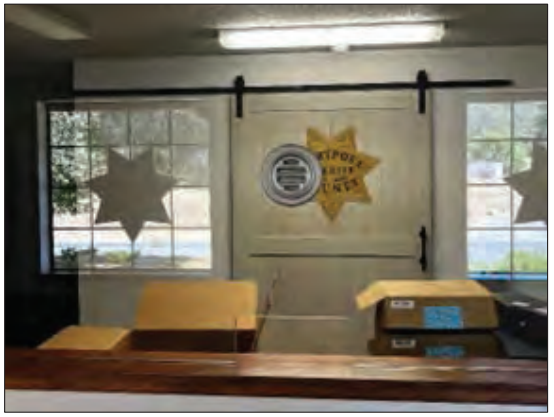


Existing Conditions

Detective Unit

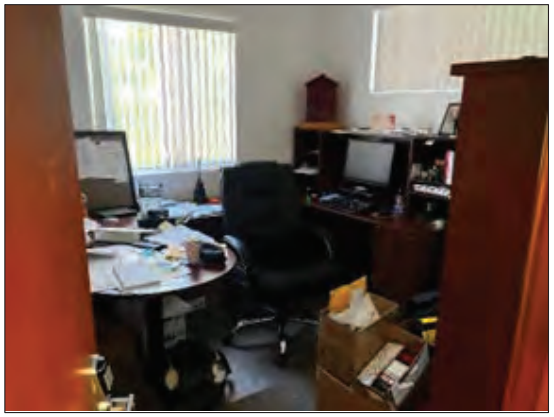


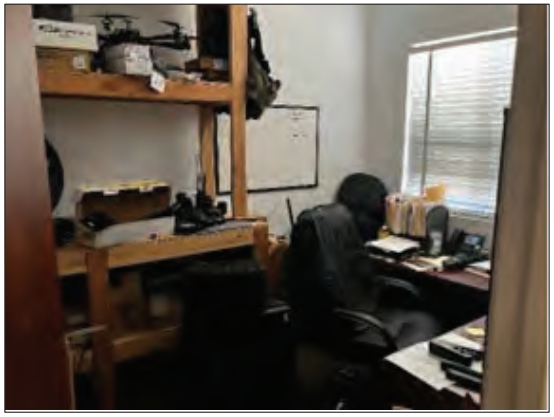
Business Office



Existing Conditions

Office of Emergency Services





Existing Conditions

Search and Rescue Headquarters

Conceptual Design

Space Program

SHERIFF - ADMINISTRATION Level 1 2

FUA	Item	Dept	Space Component	Net Usable Area SF	Efficiency Factor	Gross Area SF	Qty	Total Gross Area SF	Comments
	201	Sheriff-Admin	Sheriff Office	300	10%	330	1	330	
	202	Sheriff-Admin	UnderSheriff Office	216	10%	238	1	238	
	203	Sheriff-Admin	Captain	168	10%	185	4	739	Includes 1 future
	204	Sheriff-Admin	Lieutenant	120	10%	132	1	132	
	205	Sheriff-Admin	Sergeant	108	10%	119	1	119	
	206	Sheriff-Admin	Administration	64	10%	70	4	282	First floor work stations
	207	Sheriff-Admin	Clerical	64	10%	70	1	70	Reception/Administration
	208	Sheriff-Admin	Public Information Officer	108	10%	119	1	119	
	209	Sheriff-Admin	Conference Room	300	10%	330	1	330	Seats 12
	210	Sheriff-Admin	Lunch Room (10-15) first fl	300	15%	345	0	0	In Patrol
	211	Sheriff-Admin	Toilet Room	67	20%	80	4	322	Unisex
	212	Sheriff-Admin	Wellness Room	80	12%	90	1	90	First Floor, Counter, Sm Refrigerator
	213	Sheriff-Admin	File Room	100	10%	110	2	220	First Floor, High Density Shelving
	214	Sheriff-Admin	Work Room	200	10%	220	1	220	First Floor, Copier, Mail, Supplies
	215	Sheriff-Admin	Central Storage	150	10%	165	1	165	First Floor
	216	Sheriff-Admin	Assistant Coroner	108	10%	119	1	119	
	217	Sheriff-Admin	Kitchenette	36	10%	40	1	40	Fridge, counter/sink, m/w, coffee
	218	Sheriff-Admin	Command Locker Room (Men)	14	15%	16	6	97	18"x36" w/boot storage
	219	Sheriff-Admin	Command Locker Room (Women	14	15%	16	6	97	18"x36" w/boot storage
	220	Sheriff-Admin	Command Showers/Changing (M	65	20%	78	1	78	
	221	Sheriff-Admin	Command Showers/Changing (W	65	20%	78	1	78	
	222	Sheriff-Admin	Command Toilets (Men)	48	20%	58	1	58	
	223	Sheriff-Admin	Command Toilets (Women)	48	20%	58	1	58	
	224	Sheriff-Admin	Staff Restrooms	120	15%	138	2	276	First Floor near Lunch Room

FUA Total NET SF		4,273
Building Grossing Factor	40%	1,709
TOTAL FUNCTIONAL USE AREA GROSS SF		**5,983**

PATROL Level 1 2

Item	Dept	Space Component	Net Usable Area SF	Efficiency Factor	Gross Area SF	Qty	Total Gross Area SF	Comments
801	Patrol	Sheriff Lieutenant	120	10%	132	2	264	Office
802	Patrol	Sheriff Sergeant	108	10%	119	6	713	Office
803	Patrol	Training Officer	108	10%	119	0	0	Office
804	Patrol	Community Service Officer	64	10%	70	1	70	Office
805	Patrol	Administrative Assistant	64	8%	69	0	0	Work Station
806	Patrol	Report Writing Station	48	10%	53	10	528	Equals # patrol staff / 3 shifts
807	Patrol	Briefing Room	500	15%	575	1	575	12-15 People
808	Patrol	Conference Room	500	10%	550	0	0	Share with Admin. and EOC
809	Patrol	IT Room	100	12%	112	1	112	
810	Patrol	Storage Room	175	10%	193	1	193	
811	Patrol	Lunch Room	350	10%	385	1	385	Share with Sheriff-Admin
812	Patrol	Locker Room (Men)	14	20%	17	50	840	18"x36" w/boot storage
813	Patrol	Locker Room (Women)	14	20%	17	20	336	18"x36" w/boot storage
814	Patrol	Showers/Changing (Men)	65	20%	78	4	312	
815	Patrol	Showers/Changing (Women)	65	20%	78	2	156	
816	Patrol	Toilets (Men)	48	20%	58	4	230	
817	Patrol	Toilets (Women)	48	20%	58	2	115	
818	Patrol	Not Used	0	15%	0	0	0	
819	Patrol	Not Used	0	15%	0	0	0	
820	Patrol	Not Used	0	20%	0	0	0	
821	Patrol	Not Used	0	20%	0	0	0	
822	Patrol	Not Used	0	20%	0	0	0	
823	Patrol	Not Used	0	20%	0	0	0	
824	Patrol	Utility	50	15%	58	1	58	
825	Patrol	Exercise Room	0	15%	0	0	0	See Evidence Building Spacelist
826	Patrol	Ammo Storage	175	20%	210	1	210	
827	Patrol	Gunsmith Room	225	15%	259	1	259	Fume Hood, extra ventilation, sink with H&C
828	Patrol	Quartermaster Storage	300	15%	345	1	345	
829	Patrol	Washer and Dryer	150	15%	173	1	173	Contaminated clothing and soft goods
830	Patrol	Staff Restrooms	120	15%	138	2	276	

FUA Total NET SF		6,149
Building Grossing Factor	35%	2,152
TOTAL FUNCTIONAL USE AREA GROSS SF		**8,301**

Conceptual Design

Space Program

PROGRAM AREA SUMMARY					
Area	**Level 1**	**Level 2**	**Sheriff HQ**	**Evidence**	**Comments**
Public-Lobby	2,145		2,145		
EOC-OES-Dispatch	4,157		4,157		
Patrol	6,970	1,331	8,301		
Sheriff-Administration	1,753	4,230	5,983		
Records-Civil-Coroner	199		199		
Financial	428		428		
IT		771	771		
Detective-Narcotics		2,130	2,130		
Special Operations-Training					
Evidence/Exercise/Training				8,462	
Total Area per Floor	15,652	8,462			
Total Program SF Area Each Building			**24,114**	**8,462**	

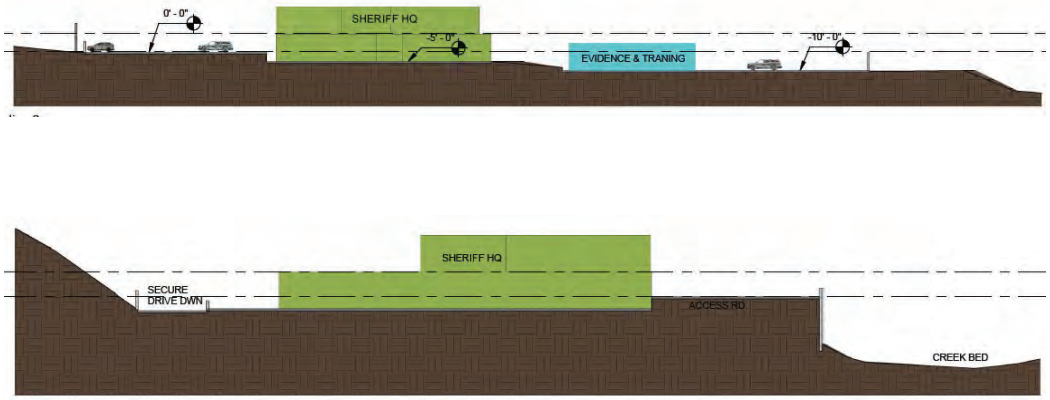
Key Takeaways

- Space program includes future growth for 10-15 years
- Square footage needed is 3X more area than existing

EXISTING TO NEW SQUARE FOOTAGE			
BUILDING DIVISIONS	EXISTING GROSS SF	OPTION V1 & V1.1	OPTION V2 & V2.1
Building A: Sheriff's Office, Dispatch, IT, Patrol, Civil, Search & Rescue, DARE, Armory	8,216	24,114	24,114
Building B: Evidence Storage & Training	3,202	8,462	8,462
TOTAL	**11,418**	**32,576**	**32,576**
Site		**95,000**	**130,000**

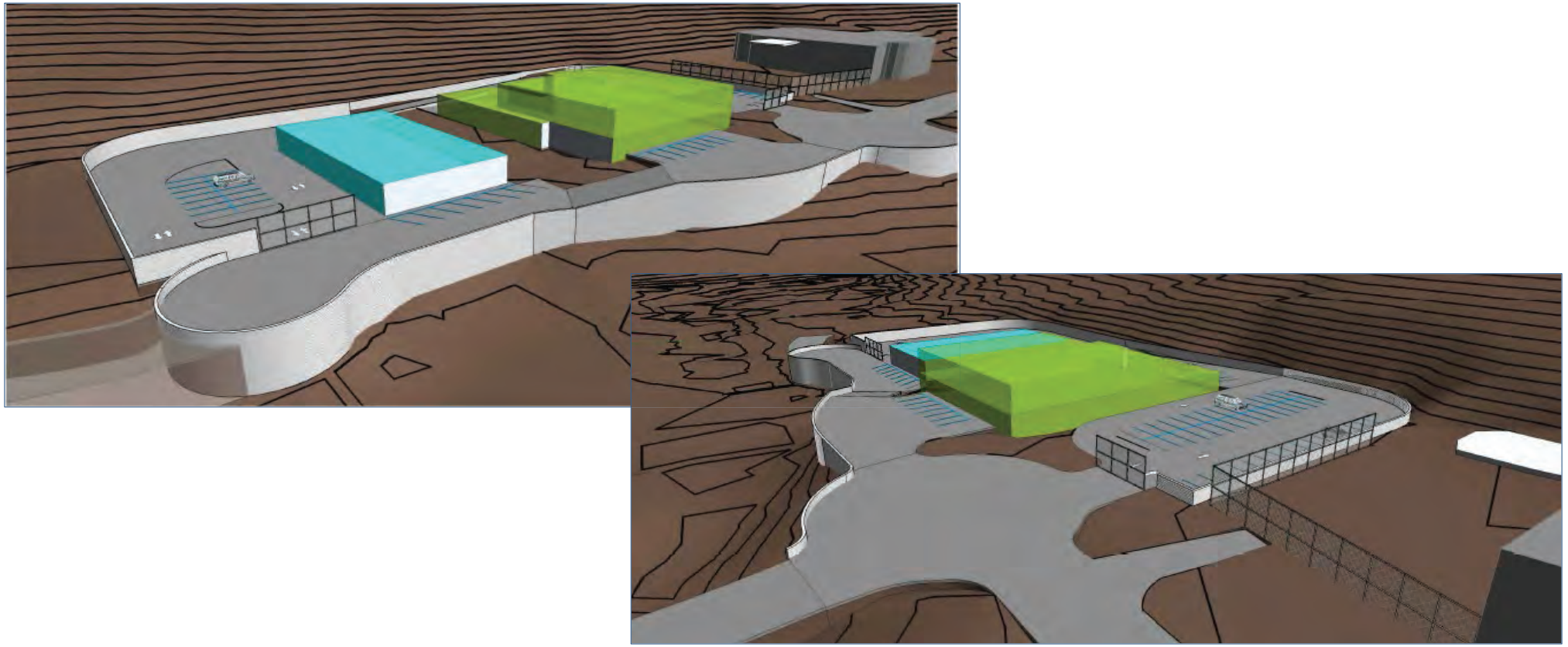
Conceptual Design

Option V1



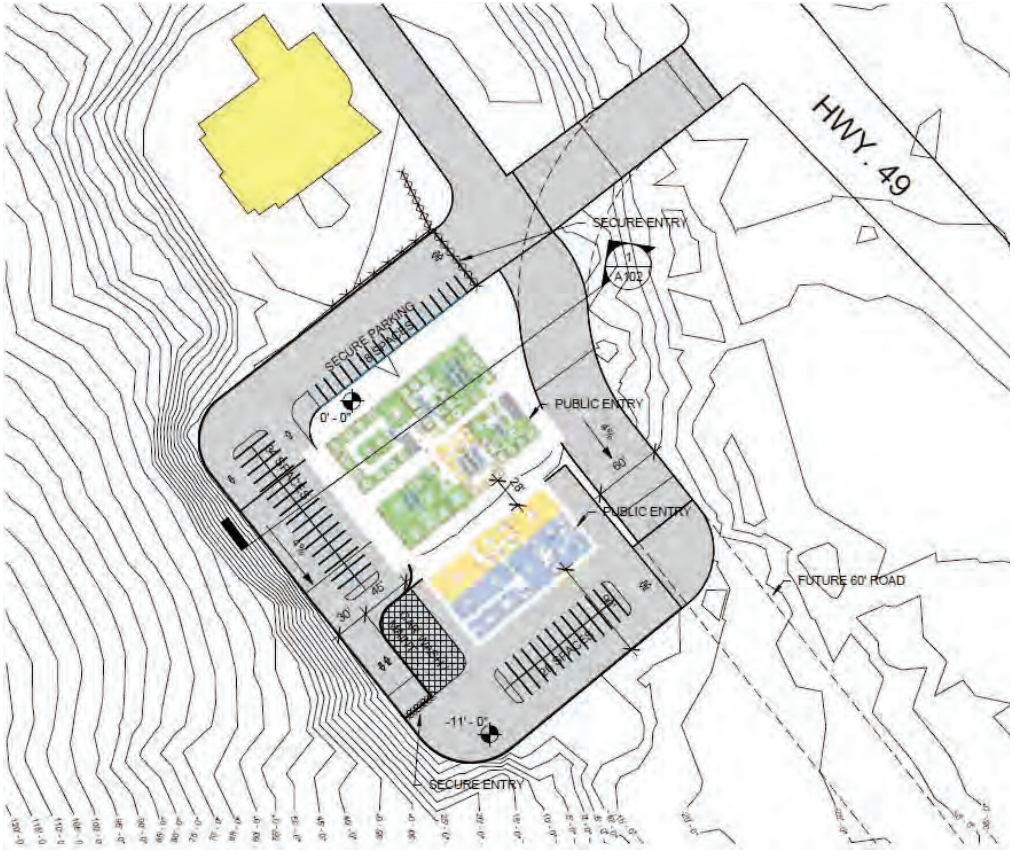
Conceptual Design

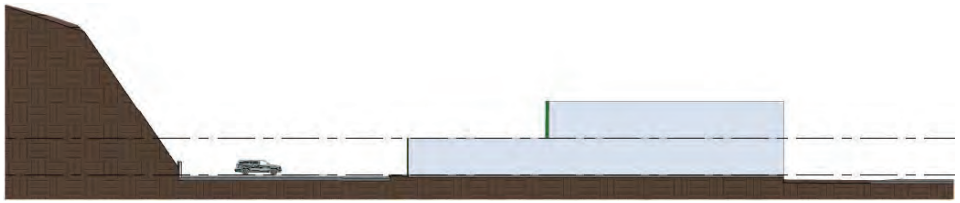
Option V1



Conceptual Design

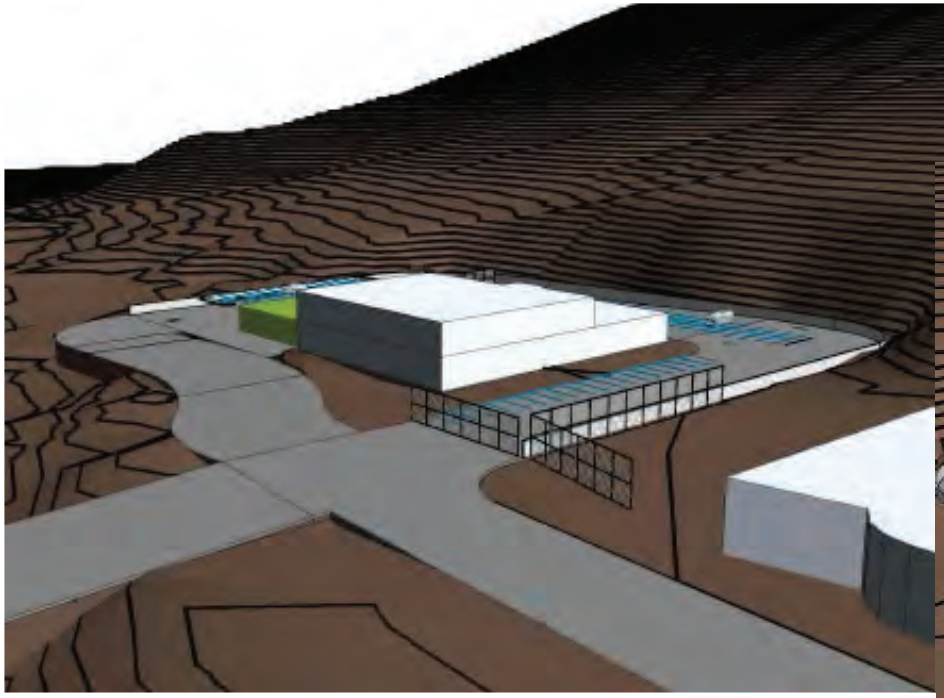
Option V2

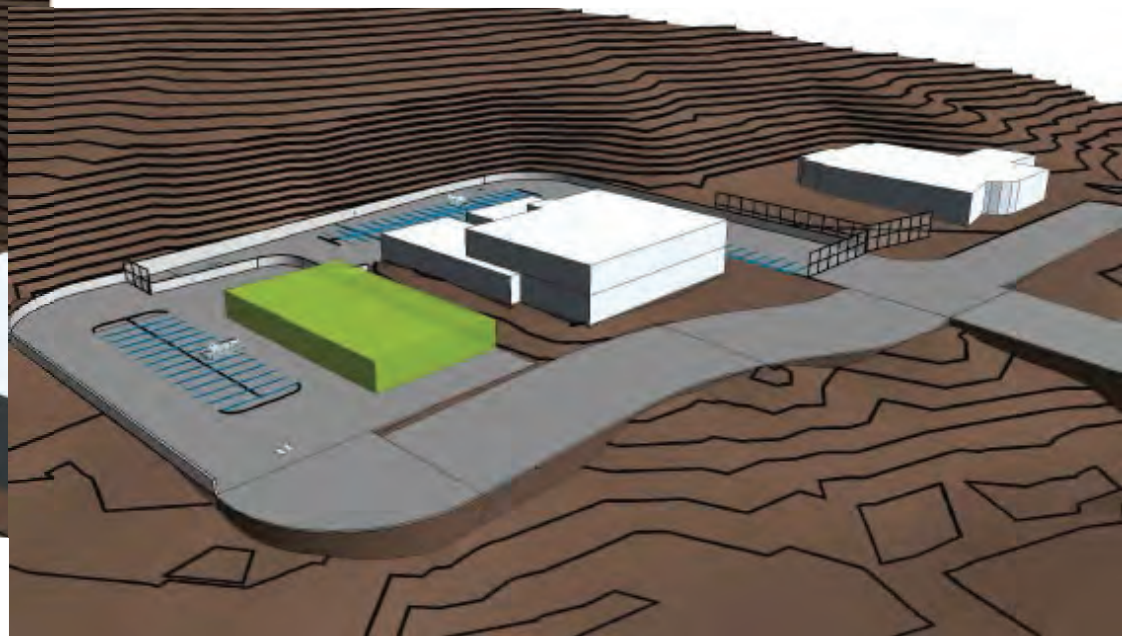




Conceptual Design

Option V2





Cost Analysis

Option V1

Option V1/V1.1 - 95,000 SF Site				
Building A	Sheriff's Operations			
	Construction Costs	SF	$/SF	Cost
	Building & Site Subtotal	24,114	$ 1,023.57	$24,682,292
	Escalation	11.14%	$ 114.06	$2,750,379
	Recommended Budget for Construction		$ 1,137.62	$27,432,672
	Total Soft Costs		$ 397.60	$9,587,719
	Total Project Budget		$ 1,535.22	$37,020,390
Building B	Evidence Storage and Training			
	Construction Costs	SF	$/SF	Cost
	Building & Site Subtotal	8,462	$ 804.98	$6,811,777
	Escalation	11.14%	$ 89.70	$759,045
	Recommended Budget for Construction		$ 894.68	$7,570,822
	Total Soft Costs		$ 312.69	$2,646,002
	Total Project Budget		$ 1,207.38	$10,216,824
	Combined Total Project Budget- Buildings A & B			$47,237,214

Cost Analysis

Option V2

Option V2/V2.1 - 130,000 SF Site				
Building A	Sheriff's Operations			
	Construction Costs	SF	$/SF	Cost
	Building & Site Subtotal	24,114	$ 1,144.98	$27,610,024
	Escalation	11.14%	$ 127.59	$3,076,620
	Recommended Budget for Construction		$ 1,272.57	$30,686,645
	Total Soft Costs		$ 444.76	$10,724,982
	Total Project Budget		$ 1,717.33	$41,411,627
Building B	Evidence Storage and Training			
	Construction Costs	SF	$/SF	Cost
	Building & Site Subtotal	8,462	$ 860.03	$7,277,539
	Escalation	11.14%	$ 95.83	$810,946
	Recommended Budget for Construction		$ 955.86	$8,088,485
	Total Soft Costs		$ 334.07	$2,826,925
	Total Project Budget		$ 1,289.93	$10,915,410
	Combined Total Project Budget- Buildings A & B			$52,327,037

Cost Analysis

Options Comparison

Cost Summary

	Option V1	Option V2
Building A - Sheriff Operations		
Construction Budget (bid day cost)	$27,432,672	$30,686,645
Soft Costs	$9,587,719	$10,724,982
Total Project Budget	**$37,020,391**	**$41,411,627**
Building B - Evidence Storage and Training		
Construction Budget (bid day cost)	$7,570,822	$8,088,485
Soft Costs	$2,646,002	$2,826,925
Total Project Budget	**$10,216,824**	**$10,915,410**

	Option V1	Option V2
Combined Total Project Budget (A+B)	**$47,237,215**	**$52,327,037**

Cost Estimate Assumptions:

1. *Design – Build Procurement Method*
2. *Escalation rate of 4.6% per year – 11.14% total escalation*
3. *Contingencies – design 10%, construction 2% (V1) & 10% (V2), general conditions 5%*
4. *Misc. soft costs – permitting, inspections, geotechnical, AE fees, CM fees, etc. We are using a higher than normal 35% for unforeseen conditions.*
5. *Market Factor – additional construction cost for rural areas at 4.5%*
6. *Construction start date 1/1/25 and end date 12/31/2026*

Changes to any of these assumptions will change the project budgets

Key Takeaway

- Option V1 is less expensive due to less site work and lower risk of unforeseen conditions

Financing Options

Public Funding

Community Facilities Direct Loan & Grant Program | Rural Development

- **What is an eligible area?**
  Rural areas including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest U.S. Census Data are eligible for this program.
- **How may funds be used?**
  Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses.

  Examples of essential community facilities include:

  Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment

USDA Rural Development

Financing Options

Public Funding

Key Takeaways

- Vanir can assist with Cash Flow Analysis for Bond Sales
- Vanir can provide Ballot Measure services to assist in passing a measure

Bond Sale
Information through County Finance Department

Ballot Measure
Information through County Finance Department

Request Funding from Local State Representative
Vanir can assist in helping to secure approximately $5M in State funding.

Financing Options

Private Funding

Developer Financing/Design/ Construction Options

Vanir Development Company can secure financing, design, and construct the new facility utilizing the following agreements:

Lease/Leaseback
Lease-Leaseback is a construction project delivery method in which an owner selects a Developer Contractor to develop and construct a new building. The owner procures the property and then executes a lease of the property to the Developer Contract, who then develops the property and constructs the facility, which includes a Guaranteed Maximum Price. The owner then leases back the property and facility from the developer. At the end of the lease, the owner owns the project. The owner selects and approves the site and project plans.

Public/Private Partnership (P3) with maintenance
Similar to Lease-Leaseback, in addition, the developer also maintains the constructed facility for the life of the loan.

Questions?

VANIR

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: Existing Litigation: John Riggs v. County of Mariposa, et al.; U.S. District Court, Eastern District of CA; Case No. 1:23-cv-00710-ADA-SAB

RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: John Riggs v. County of Mariposa, et al.; U.S. District Court, Eastern District of CA; Case No. 1:23-cv-00710-ADA-SAB

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation

[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-630

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: PUBLIC HEARING: Adopt a Resolution Adopting a Mitigated Negative Declaration and Approving General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 as Recommended by the Planning Commission with Findings, Conditions, Mitigation Measures, and Mitigation Monitoring Program. Kenneth G. and Janet M. LeBlanc, Applicants, Assessor Parcel Number 006-150-003

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Adopt a Resolution Adopting a Mitigated Negative Declaration and Approving General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 as Recommended by the Planning Commission with Findings, Conditions, Mitigation Measures, and Mitigation Monitoring Program. Kenneth G. and Janet M. LeBlanc, Applicants, Assessor Parcel Number 006-150-003

Recommendation:
The Planning Commission considered the project at their meeting of October 6, 2023 and adopted a resolution recommending the Board of Supervisors:

A. Adopt a resolution adopting a Mitigated Negative Declaration and approving General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 as amended by Planning staff with findings, conditions, mitigation measures, and mitigation monitoring program, and

B. Adopt an ordinance amending Title 17, Mariposa County Zoning Ordinance, to add a new chapter called Yosemite West Mixed-Use Zone pursuant to General Plan/Zoning Amendment Application No. 2020-096.

C. Adopt an ordinance amending the Mariposa County Zoning Map to change the zoning on APN 006-150-003 from Rural Residential to the Yosemite West Mixed-Use Zone

Justification:
See Attached Staff Report, Initial Study Mitigated Negative Declaration, Resolution and Attachments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No Board actions have occurred on this project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives:
The Board may:
Approve with amendments.
Continue the item if more information is required for action.
Deny the request.

Negative action: Denial would result in a requirement to establish a basis for denial with findings. The project would not advance.

FINANCIAL IMPACT

No Impact on the County Budget. All application and project costs are born by the project applicant.

ATTACHMENTS

1. **Attachment 1 - Scenic Wonders Project Description Plan**
2. **Attachment 2 - Initial Study**
3. **Attachment 3 - Proposed Mitigated Negative Declaration**
4. **Attachment 4 - Comments received during the Initial Study/ MND review period**
5. **Attachment 5 - Responses to comments received during Initial Study/ MND review period prior to PC action**
6. **Attachment 6 - Comments received after Initial Study/MND public review period**
7. **Attachment 7 - Additional Comments Received after publication or at PC hearing**
8. **Attachment 8 Comments received After Planning Commission hearing before Board Agenda publication**
9. **Attachment 9 - PC Resolution No. 2006-008 Submittal from Project Proponent**
10. **Attachment 10 - Final Planning Commission Resolution No. 2023 - 011**
11. **Attachment 11 - BOS Resolution**
12. **Presentation PPT**
13. **L.1 - Yosemite West - Rezoning Application - GPZA Application # 2020-096 - second comments_Redacted**
14. **L.1 - Kroon - redacted**
15. **Smallcombe - Comments on YSW Proposed Project**
16. **Ken LeBlanc Statement**

VOTE RESULT

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

MARIPOSA PLANNING STAFF REPORT

From: Steve Engfer, Planning Director

Board of Supervisors Meeting Date: November 21, 2023

PROJECT: **General Plan/Zoning Amendment (GP/ZA) Application No. 2020-096; Site Plan Review Application No. 2023-064**

APPLICANTS: **Kenneth G. & Janet M. LeBlanc (Owner- K & L Water and Land LLC)**

LOCATION: **Supervisorial District I**

STATE CLEARING HOUSE NUMBER: **2023080273**

NOTICING:
Gazette Ad: November 2, 2023
Mailed Notice: October 30, 2023
Posted Notice: November 2, 2023

BOARD ACTION: Planning Commission recommends the Board of Supervisors:

A. Adopt a resolution adopting a Mitigated Negative Declaration and approving General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 as amended by Planning staff with findings, conditions, mitigation measures, and mitigation monitoring program, and

B. Adopt an ordinance amending Title 17, Mariposa County Zoning Ordinance, to add a new chapter called Yosemite West Mixed-Use Zone pursuant to General Plan/Zoning Amendment Application No. 2020-096.

C. Adopt an ordinance amending the Mariposa County Zoning Map to change the zoning on APN 006-150-003 from Rural Residential to the Yosemite West Mixed-Use Zone

STAFF SUMMARY ANALYSIS:

The project proponent, operating as Scenic Wonders, proposes to develop a 6.22-acre parcel (APN 006-150-003) in the community of Yosemite West to facilitate the functioning of its vacation rental management business in Yosemite West by providing housing for staff and centralizing certain activities, such as vacation rental laundry services. Current housing opportunities for employees are dispersed. Laundry services currently occur at each vacation rental site within the Yosemite West community.

The project proponent states that the project will satisfy the goal of meeting the affordable housing for its local workforce in Yosemite West while relocating some of the current operational impacts in the Yosemite West neighborhood from vacation rental activity to the project location.

The project proponent currently operates the vacation rental support business as a Rural Home Industry within Condo Unit B-201 on the adjacent parcel that contains the 48 condominiums, which are used for vacation rental purposes.

As noted, the project proposes the centralization of laundry services for vacation rentals managed by Scenic Wonders onto the project site, which will have the effect of reducing vehicle trips in the Yosemite West community.

The 6.22-acre parcel is currently being developed with two residences and a garage, uses that are allowed by current zoning, which is Rural Residential. The site is in the Residential land use classification within the Yosemite West Special Planning Area. As permitted uses, the residential structures have been approved through the ministerial building permit process. The additional parcels involved or potentially involved in project implementation are also zoned Rural Residential and are located in the Residential land use classification within the Yosemite West Special Planning Area land use classification. The additional parcels are not proposed for rezone. Those parcels are APN 006-150-002; 7549 Henness Circle (31+ acres) and APN 006-150-006, 7555 Henness Ridge (15+ acres) Yosemite, CA 95389. These parcels are proposed to potentially contain infrastructure associated with the project.

To achieve the desired development on the project site, the project proponent proposes to reclassify the parcel to the Special Plan land use classification and rezone the parcel to a new zone called Yosemite West Mixed-Use Zone. This new zone will incorporate multi-family and commercial uses into one zone. Uses on the site include apartment type housing units, centralized laundry services, private vehicle storage, maintenance shop, fuel storage, dumpster storage and private office space.

Amending the General Plan:
Amending the land use classification for the 6.22-acre project parcel involves amending text in the General Plan to establish basic standards for the new Special Plan classification. The General Plan establishes that interim land use provisions govern in areas that do not have adopted Area Plans, such as Yosemite West. The Residential land use classification currently governs in Yosemite West pending adoption of an Area Plan. That land use classification limits the effort to establish land uses that address the specific needs of Yosemite West as mandated by the General Plan. The project site is located in the Yosemite West Special Planning Area. Section 5.3.01(B)(1) of the General Plan states the purpose of a Special Planning Area is to address the specific issues of local importance for the planning area.

To implement the General Plan as it relates to the Yosemite West Special Planning Area and address specific needs of Yosemite West, Planning staff proposes adding Section 5.3.06 SPECIAL PLAN LAND USE CLASSIFICATION to the General Plan. The proposed text is as follows:

5.3.06 SPECIAL PLAN LAND USE CLASSIFICATION

A. Purpose

The Special Plan land use classification identifies lands for mixed-use development to address the specific need of the Yosemite West Special Planning Area.

B. Extent of Uses

Single family dwellings, accessory uses, vacation rental and bed and breakfast facilities, multi-family residential uses to house employees who work in the vacation rental sector in Yosemite West, maintenance support facilities that support home enterprises and vacation rental service businesses, and laundry facilities not for public use. Bulk storage of gasoline, propane, or similar petroleum products for private use subject to a discretionary permit.

C. Zoning Consistency

The following zone is consistent with the purpose of the Special Plan land use classification:

Yosemite West Mixed-Use Zone

D. Population Density and Building Intensity

Maximum number of dwelling units:	Twenty (20) per legally existing parcel.
Maximum building intensity:	Four thousand (4,000) square feet per multi-family structure on the parcel. Five thousand (5,000) square feet per any commercial and private office structures on the parcel. A total of twenty-five thousand (25,000) square feet for all single family, multi-family, commercial and private office space structures. Total square footage for bulk storage facilities shall be determined through the discretionary permit process.
Average population density:	0.117 persons per acre of gross land area.

E. SITE PLANS REQUIRED

Approval of a Site Plan Review application, or a discretionary permit application, when applicable, shall be required for all development within the Special Plan land use classification.

F. FRONTAGE ON MAINTAINED ROAD

Safe access is required for Special Plan development. Development within the classification will be required to front on a maintained road meeting County road and State Fire Safe Standards.

The general plan amendment will also involve amending the Yosemite West Special Planning Study Area Land Use Diagram contained in Volume II of the Mariposa County General Plan to show that the land use classification has changed from Residential to Special Plan.

The new zone as proposed by the project proponents includes the following as permitted uses:*

- Multi-family units up to four dwelling units per acre.
- Laundromats not for public use.
- Maintenance support facilities for servicing local home enterprises
- Private office space.
- Self-storage facilities for private use.

Conditional Uses are proposed to be:

- Bulk storage of gasoline, propane, or similar petroleum products for private use.

- **Development Standards**
  - Structure Height: no building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.
  - Setbacks from Property Lines and Streets for Residential Uses:
    - Street and front yard: the front yard setback shall be a minimum of 55 feet from the centerline of a local street or state highway and a minimum of 25 feet from the nearest point on a front property line or edge of any right-of-way boundary of a local street or state highway.
    - Side yard: the side yard setback shall be a minimum of 15 feet from a side property line.
    - Rear yard: the rear yard setback shall be a minimum of 20 feet from a rear property line.
    - Building to building setbacks shall be a minimum of 15 feet.
    - Project signage excluding address and traffic signs shall be limited to three separate signs on the Project site. Total signage area not to exceed 50 square feet. Neon signs shall not be permitted.
  - Commercial development will not exceed a total of 5,000 square feet of building space.
  - Multi-Family Housing development will not exceed a total of 4,000 square feet per building.
  - Total development will not exceed 25,000 square feet of building space.
  - Outdoor lighting shall use Dark Sky Friendly fixtures.

- **Permitting and Construction**
  - All building construction shall conform with Mariposa County Building, Health, Public Works, and Planning Codes, CALFIRE, and California State and federal codes for residential, multi-family, in-house laundry, fuel storage, maintenance facilities, and ADA safety and access requirements
  - Project development, grading, and drainage plans shall be designed to current building standards and approved by the appropriate Mariposa County Departments.
  - Septic/sewage systems to be installed prior to building permits.

Planning Commssion and staff recommendations on zoning text

The following shows how Planning Commission and staff recommends that the zoning text be written in order to be consistent with Title 17 formatting for other zones. Please note that staff has added, deleted and reworded some of the text as proposed by the project proponent. This proposed text is as shown in the resolution included in this staff report packet:

(Add the following new chapter to Title 17, Mariposa County Code)

Chapter 17.106

Yosemite West Mixed-Use Zone (YWMU)

Sections:

17.106.010 Purpose and Intent
17.106.020 Development standards for YWMU

17.106.030 Procedures for approval of a YWMU project

17.106.010 Purpose and Intent.

The Yosemite West Mixed Use Zone is designed to provide a land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West.

17.106.020 Development Standards for YWMU.

A. Uses:

1. Permitted uses:
   a. Multi-family housing;
   b. Laundromats not for public use;
   c. Maintenance support facilities for servicing local home enterprises and vacation rentals;
   d. Private office space;
   e. Self-storage facilities for private use;
   f. One (1) single family residence and one (1) secondary residence with appurtenant accessory structures, including, but not limited to, equipment sheds and detached garages;
   g. Vacation rental and bed and breakfast facilities in accordance with all applicable standards of Mariposa County Code.[1]

2. Conditional uses:

   a. Bulk storage of gasoline, propane, or similar petroleum products for private use.

3. Prohibited uses:

   All other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

B. Structure height

   No building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.

C. Structure setbacks from property lines and streets for all uses:

   a. Street and front yard: the front yard setback shall be a minimum of fifty-five (55) feet from the centerline of a local street and a minimum of twenty-five (25) feet from

[1] (* The 6.22-acre parcel is currently being developed with two single family residences and a detached garage. These uses are allowed by the Rural Residential zoning currently governing the site. Under current zoning, one single family residence and a secondary residence can be constructed on the parcel. In addition, there is the potential for the single family residences to be used for vacation rental or bed and breakfast uses in the future. Staff proposes adding the following as permitted uses in the new Yosemite West Mixed-Use Zone:

- One (1) single family residence and one (1) secondary residence with appurtenant accessory structures including, but not limited to, equipment sheds and detached garages.
- Vacation rentals and bed and breakfasts in accordance with all applicable standards of Mariposa County Code.

the nearest point on a front property line or edge of any right-of-way boundary of a local street;

b. Side yard: the side yard setback shall be a minimum of fifteen (15) feet from a side property line;
c. Rear yard: the rear yard setback shall be a minimum of twenty (20) feet from a rear property line.
d. Uses permitted in setback areas:
   1. Wells, traffic signs, signs, rural mailboxes, fences, gates, propane tanks, uncovered walkways, driveways, and underground utilities and appurtenant above-ground structures. (Any use placed in a front yard setback shall not interfere with vehicle sight distance along roadways.)
   2. All other uses are prohibited in setback areas.

D. Building to building setbacks:
Building to building setbacks shall be a minimum of fifteen (15) feet.

E. Building intensity and density:
   a. Commercial structure development, such as laundromat facilities, shall not exceed a total of 5,000 sq. ft.
   b. Multi-family housing development shall not exceed a total of 4,000 sq. ft. per building.
   c. Total development on a parcel shall not exceed 25,000 sq. ft. of building space.
   d. Multi-family housing shall not exceed four dwelling units per acre.

F. Signage and lighting:
   a. Project signage, excluding address and traffic signs, shall be not exceed three separate signs on a parcel. Total signage shall not exceed 50 sq. ft. Neon signs shall be prohibited.
   b. Exterior lighting shall conform to International Dark Sky Standards.

G. Minimum parking space requirements:
   a. Studio or one-bedroom apartments – one and one-half (1.5) parking spaces per unit.
   b. Two (2) or more bedroom apartments or single family residential – two (2) parking spaces per unit.
   c. Laundry facilities not for public use – two (2) per facility.
   d. Minimum spaces for vacation rental and bed and breakfasts shall be as required by appropriate sections of County code.

H. Internal driveway and parking space surfacing:
Internal driveways serving multi-family and commercial uses shall be surfaced with concrete or asphalt paving.

I. Permitting and construction:
Septic/sewage systems shall be installed prior to the issuance of building permits for structures served by those systems.

J. Minimum parcel or lot size:
Minimum size of a parcel or lot shall be five (5) acres.

17.106.030 Procedures for approval of a YWMU project.

a. Site plans for single family residential and appurtenant uses in the YWMU zone shall be prepared in accordance with the standards contained in Section 17.08.140 of this title. Site plans for additional permitted uses in the YWMU zone, excluding vacation rental and bed and breakfast uses, shall be prepared in accordance with Section 17.08.150 of this title.
b. Site plans described in a. above are subject to the processing procedures contained in Section 17.08.160 of this title.
c. Application and approval of vacation rental and bed and breakfast uses are subject to the provisions of Section 17.108.180 of this title.
d. Conditional uses are subject to the provisions of the Conditional Use Permit process contained in Section 17.112 of this title.

Environmental Review:

An Initial Study was prepared for the project in accordance with the provisions of the California Environmental Quality Act (CEQA). Initial Study Findings: The Initial Study incorporated discussion of the materials submitted as part of the application for the project, including the special studies as described above:

The Initial Study found that the project that would be allowed to be constructed by the general plan/zoning amendment will have a potentially significant impact on the CEQA checklist issues of Biological Resources, Cultural Resources, Geology and Soils (septic system), and Transportation (intersection). 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 conditions of approval for the project.

The Initial Study and proposed Mitigated Negative Declaration (MND) for the project was sent to the State Clearinghouse for review by government agencies. The 30-day review period ran from August 11, 2023 through September 11, 2023.

A notice of Planning Commission public hearing and Intent to Adopt a Mitigated Negative Declaration was mailed to all property owners within 600 feet of the project site as well as additional addresses on August 10, 2023. The local public review for the Initial Study commenced on August 10, 2023 and ended on September 11, 2023. The notice of public hearing and Intent to Adopt was published in the Mariposa Gazette on August 10, 2023 and August 17, 2023.

Notices were also posted in three (3) locations in the community of Mariposa and on the Planning Department's website on August 10, 2023, on the Yosemite West Community Board on August 11, 2023, and at the project site on August 11, 2023.

A notice of Board of Supervisors public hearing and Intent to Adopt a Mitigated Negative Declaration was mailed to all property owners within 600 feet of the project site as well as additional addresses on October 30, 2023. The Board of Supervisors notice of public hearing and Intent to Adopt was published in the Mariposa Gazette on November 2, 2023.

Board of Supervisors notices were also posted in three (3) locations in the community of Mariposa and on the Planning Department's website on November 2, 2023, on the Yosemite West Community Board and at the project site on November 2, 2023.

The Planning Commission Resolution recommending approval to the Board of Supervisors included staff recommended zoning text edits that were made after the release for public review of the proposed MND.

Planning staff refined text for the proposed Yosemite West Mixed-Use Zone to further make the text consistent with how the text for other zones in Title 17 are formatted. The proposed text refinement adds to the MND sections relating to minimum parking requirements, internal driveway and parking space surfacing, and minimum parcel size as described above. The proposed text also adds text that was inadvertently excluded from that shown in the original proposed MND such as the following (added text to proposed section E. Building intensity and density is shown in bold, double underline and italicized type:

b. Multi-family housing development shall not exceed a total of 4,000 sq. ft. ***per building***.

Changes are also proposed for Section 17.106.030 – Procedures for approval of a YWMU project. the following is proposed text:

17.106.030 Procedures for approval of a YWMU project.

a. Site plans for single family residential and appurtenant uses, such as private office space and self-storage facilities for private use, in the YWMU zone shall be prepared in accordance with the standards contained in Section 17.08.140 of this title. Site plans for additional permitted uses in the YWMU zone, excluding vacation rental and bed and breakfast uses, shall be prepared in accordance with Section 17.08.150 of this title.
b. Site plans described in a. above are subject to the processing procedures contained in Section 17.08.160 of this title.
c. Application and approval of vacation rental and bed and breakfast uses are subject to the provisions of Section 17.108.180 of this title.
d. Conditional uses are subject to the provisions of the Conditional Use Permit process contained in Section 17.112 of this title.

Previous text read as follows:

a. Site plans for commercial and multi-family housing uses in the YWMU zone shall be prepared in accordance with the standards contained in Section 17.08.150 of this title and submitted to the planning department for review.
b. Site plans are subject to the processing procedures contained in Section 17.08.160 of this title.

The Planning Commission acted affirmatively on the project and proposed MND to the Board of Supervisors and the Planning Commission resolution includes the general plan/zoning amendment text as recommended in and as stated above.

The environmental analysis for the project and all conditions of approval and mitigation measures focused on the construction of the project that would be allowed by approval of the general plan/zoning amendment, not the amendment text itself. Therefore, changing the text of the MND as it relates to the general/zoning amendment language does not represent a "substantial revision" to the negative declaration, which is the test to determine if the MND must be recirculated. In accordance with §15073.5(c)(4) of CEQA Guidelines, recirculation is not required when new information is added to the MND which merely clarifies, amplifies, or makes insignificant modifications to the MND.

(NOTE: The Planning Commission recommended text for the new Yosemite West Mixed-Use zone is contained in the Board of Supervisors resolution included as an attachment to this staff report.)

Project Description for GP/ZA No. 2020-096; Site Plan Review No. 2023-064

The property is located at 7548 Henness Circle, Yosemite, CA 95389 within the Yosemite West development area. This area is located immediately adjacent to Yosemite National Park. The Assessor's Parcel Number for the 6.22-acre project site is 006-150-003. The property is situated in the NW ¼ of Section 25, T.3 S., R. 20 E., MDBM. It is located on the El Capitan, California 7.5 Minute USGS Quadrangle (37°38'48.82" N and 119°42'54.15" W)

Additional parcels involved or potentially involved in project implementation are as follows:

APN 006-150-002; 7549 Henness Circle (31+ acres) and APN 006-150-006, 7555 Henness Ridge (15+ acres) Yosemite, CA 95389. These parcels are proposed to potentially contain infrastructure associated with the project.

Description of Project

As noted, the new zoning will allow for the additional development of the 6.22-acre site as desired by the project proponent/property owner to provide central housing for the staff of Scenic Wonders, which provides services to the vacation rental sector in Yosemite West, including the condominiums located on an adjacent site. Additional uses are also proposed. Proposed development is summarized as follows:

Employee Housing:
The project includes five multi-unit buildings; three small buildings of about 1,100 sq. ft. each would contain two 1-bed, 1-bath units (6 units total); two larger buildings of about 2,400 sq. ft. each would contain four units each, two 1-bed, 1-bath and two 2-bed, 2-bath units each (8 units total). There will be a one-bed apartment unit in the laundry facility structure. These facilities will total approximately 10,808 square feet. The units are proposed to house 32 people.

Laundry Facility:
The conversion of an existing garage building on the site will include the installation of a 600 sq. ft. laundry facility to be used to centralize laundry services for the vacation rental facilities managed by Scenic Wonders. The project proponents state that the laundry facility will save approximately 12,068 round trips per year to vacation homes within Yosemite West by housekeeping staff, which would be about a 63 percent reduction in local traffic by Scenic Wonders housekeeping staff.

Fuel Storage:
The project includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline, at the detached garage. The storage tanks will be for private use by Scenic Wonders and emergency firefighter vehicles. The fuel storage systems will meet Fire Rated Aboveground Storage Tank standards and include secondary containment systems. The fuel storage will meet the Aboveground Petroleum Storage Act requirements and will comply with the County's hazardous materials registration programs. The project proponent states the fuel storage systems will reduce regional traffic for refueling and will be a valuable asset in emergency and winter conditions. In the past, according to the proponents, extended periods of road closures have caused fuel shortages for vehicles and snow removal equipment. If the Yosemite West Mixed-Use Zone is approved, the proposed fuel storage use will require a separate Conditional Use Permit Application in the future prior to any construction permit authorization for the fuel storage.

Water System:
The project will operate with a privately-owned public water system licensed/permitted by the State Water Resources Control Board. The system will include two private water wells, storage tanks, control and warning systems, electric generators, heated well and tank sheds, and two new fire hydrants near Henness Circle.

Two water storage tanks totaling 50,000 gallons will be installed on-site to serve Phase I and Phase II development. In addition to providing current independent utility for existing operations of the site, the water storage will also be sufficient to accommodate the intended project uses and will serve as additional emergency water reserves for local fire emergencies. There is currently a well (Well #4) on the 6.22-acre project site that produces 10 gallons per minute (gpm) with a State allocated five gpm. The project site also has available water near the adjacent property to the north with a second well (Well #3) that produces approximately 47 gpm with a State allocated 23.5 gpm. Pump testing of the wells did not affect the other well's flow production or the Yosemite West Maintenance District's Well #9.

(A thorough analysis of water issues is provided in Section B.10 - HYDROLOGY & WATER QUALITY of the Initial Study.)

Water System Permitting:
The project proponent prepared and submitted to the State Water Resources Control Board (SWRCB) a Preliminary Technical Report (PTR) regarding the proposed water system for the project. The PTR was prepared in accordance with the provisions of Senate Bill 1263. The SWRCB reviewed the report and found it to be complete and ready for the submittal of full permit application materials. A condition of approval proposed for Planning Commission and Board consideration regarding time frames for issuance of a state water permit is shown in the Board resolution that is part of this staff report packet.

The technical background report includes a discussion of the project's potential to connect to the county-managed Yosemite West Maintenance District (YWMD) water system. In its approval of the PTR, the SWRCB stated that the project proponent should consider installing a future emergency connection to the YWMD system.

Brief History of Water System Connection:
The discussions between the project proponent and Mariposa County involved connecting the two single family residences (Phase I) on the project site to the YWMD system. The Public Works Department asked that a request for service be submitted, which occurred. Public Works subsequently vacated the application in a notice to the project proponent on August 29, 2020 due to the proposed expansion to non-residential uses on the 6.22-acre project site that were being considered under a previous project proposal. The project proponents then filed an application to SWRCB to construct and manage its own public water system. In its notice to vacate the application, the Public Works Department left open the possibility of future discussions regarding connecting the project to the YWMD system.

The potential to connect the Scenic Wonders project to the YWMD system was not discussed in the CEQA Initial Study prepared for the project because it is not part of the project proposal.

If at a time in the future, the project owner, YWMD and SWRCB proceed with considerations of formalizing an agreement for provision of water to the YWMD beyond an emergency situation, that would require a separate project review from the current project as proposed. And additional actions may be required for that activity such as a LAFCo action and environmental review. The owner has indicated willingness to participate in discussions in the future, however, it is not a part of the current project and therefore would be speculative. CEQA does not allow for evaluation of a speculative nature. The proposed project impacts were evaluated pursuant to CEQA, not potential and speculative projects that may occur in the future.

The project does incorporate required Fire agency emergency access and connection points on the water system, such as at the tank sites and also fire hydrant locations, to address Fire agency requirements for firefighting purposes in the event there is project born fire OR potentially to assist for fire in the vicinity. It is conceivable that in an emergency Fire agency, or for that matter, the YWMD, could negotiate an option with the property owner to utilize the system on an emergency basis.

Septic System:

The proposed project's waste system includes a septic tank and a secondary treatment tank for each building with dedicated dispersion lines on the primary septic field of approximately 17,500 sq. ft. As part of the project development the septic system will be expanded with a progressive build for each new building. Individual septic tanks would be underground. The project proponent submitted a septic system feasibility analysis that was prepared by QK and dated April 30, 2021. The analysis found that a 17,460 sq. ft. disposal area would be sufficient to meet project demand for an 11,340 sq. ft. area, which would include the single family residences currently under construction. (That analysis was based on a previous project design.)

Since the preparation of the septic system feasibility analysis, the project proponent has committed to a water recycling system for the laundry facility. The recycling system is proposed to recycle up to 80% of the laundry discharge. The remaining laundry water discharge will be sent to dedicated greywater dispersion field. An area located at 7549 Henness Circle (APN 006-150-002), across the road from the project site, is identified on the project utility plan (Figure 2-1 in the written project narrative) as being available for laundry greywater, if needed.

The optional (as needed) phased water or septic expansion will include dedicated easements (recorded with entitlement) for expanding septic disposal onto the 15-acre parcel to the north at 7555 Henness Ridge Road (APN 006-150-006), if needed. It would utilize the existing easement on the 31-acre parcel across the street (7549 Henness Circle; APN 006-150-002) for underground plumbing to deliver effluent from site improvements to the 15-acre parcel. There is also a backup septic field on the recorded easement at 7549 Henness Circle that includes approximately 32,000 sq. ft. of leach field area.

Access and Traffic:

The project site is accessed from Henness Circle by four private driveways. (These driveways are shown on the project site plan.) Access 1 is a two-way paved driveway providing access to the auxiliary residence and two apartment buildings. It creates an emergency parking lane next to the project's fire hydrant. Access 2 is a one-way, loop road serving most of the planned buildings. Access 3 is a two-way driveway serving the garage, laundry, fuel storage, and a staff apartment. The Access 4 driveway is used to service the dumpster storage area. Access 1 would be paved and 24-feet wide. The one-way loop driveway will also be 24 feet wide and paved and will allow for one-way traffic and additional parallel parking for staff and emergency vehicles, if needed. Additional access points and driveways will be paved.

All driveways provide ample space on the project site to allow access to the project without backing out onto Henness Circle. This revision to the original project design was proposed to address concerns of the Mariposa County Public Works Department relating to vehicles backing out onto Henness Circle to exit the site.

Drainage:

Drainage facilities are proposed to be constructed in the developed portion of the property. Runoff from the project site will be directed by an engineered drainage design to the existing County culverts running underneath Henness Circle onto the adjacent property (7549 Henness Circle). The project proponent has executed a letter of intent to provide a drainage easement on the adjacent property, if needed when civil engineering is completed following Project entitlement.

Total Square Footage of On-Site Structures:
The total square footage for Phase II structures, i.e. the multi-family units and the garage/laundry/apartment facility, will be approximately 10,800 sq. ft. Upon completion of Phase II, the total square footage for all habitable structures on the 6.22-acre project site, including the Phase I single family residences, will be approximately 23,150 sq. ft.

General Plan/Zoning Amendment No. 2020-096 involves the following:

General Plan Amendment:

- Reclassify the 6.22-acre parcel from Residential to Special Plan

Rezone:

- Rezone the property from Rural Residential to the new Yosemite West Mixed-Use Zone.

General Plan Consistency:
As noted above, the 6.22-acre project site is located in the Yosemite West Special Planning Area. It is envisioned by the General Plan that eventually, a special plan will be prepared for the Yosemite West Special Planning Study Area as shown on the land use diagram for the area contained in the Mariposa County General Plan. Reclassifying the project site to the "Special Plan" land use classification within the Yosemite West Special Planning Area is a designation that will be applied to the entirety of the Yosemite West area at a future date. In the interim, the land use classification "Special Plan" will apply only to the 6.22-acre project parcel.

All property in the Yosemite West Special Planning Study Area is in the Rural Residential zoning district, which has a minimum parcel size of 2.5 acres. Much of the properties are legally existing nonconforming with respect to parcel size. It is expected that new residential zoning districts will be adopted to address the current nonconformity when the community-wide Special Plan is developed. It is also likely that at least some of the parcels located outside of the existing Yosemite West Subdivision Unit 1 (residential lots) and Yosemite West Condominium Project Phase No. 1 could be zoned for commercial use. Should the proposed Yosemite West Mixed-Use Zone be approved, it will be incorporated into the Special Plan as a consistent zoning district.

The proposed general plan/zoning amendment's consistency with the General Plan is described within the recommended project findings shown in the attached draft resolution.

Project Phasing:
The project proponent is developing the 6.22-acre site in two phases. Phase I is the construction of the two single-family residential and appurtenant uses such as utilities, water wells, sewage disposal systems that are allowed under current Rural Residential zoning. Phase II involves the construction of the multi-family residential units, the central laundry facility, buildout of the on-site septic system(s), driveways, parking spaces, drainage system, and water system.

A. Project Background Data

Current Land Use:	The 6.22-acre parcel is currently being development with two single-family ` residential structures (primary and auxiliary), a detached garage and storage.		
Adjacent Land Uses:	North	3+ acres	Mariposa County Maintenance Yard
	East		Yosemite National Park

South	1.3+ acres	Yosemite West Condominiums
West	31.94 acres	Vacant

Site Topography And Vegetation: Project site is located on a generally north-facing slope facing towards El Portal Road and the Merced River in Yosemite Valley. Elevations on the site range from 6,040 to 6,125 feet above sea level. The site contains three habitat types: Sierran mixed conifer, fresh emergent wetland, and urban.

Project Analysis for GP/ZA No. 2020-096; Site Plan Review No. 2023-064

A. Agency Comments

Requests for comments from affected agencies were originally solicited for a previous design of the project on July 30, 2020. The request was sent to the following agencies: Mariposa County Public Works, Mariposa County Environmental Health Unit, 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, Mariposa County Resource Conservation District, Mariposa County Unified School District, Mariposa County Sheriff, National Park Service (Yosemite), State Regional Water Quality Control Board, State Water Resources Control Board, CAL FIRE, Pacific Gas & Electric, and Sierra Telephone.

Agency Comments Received

Comments were received from the Public Works Department, Environmental Health Unit, Fire Department, State Water Resources Control Board, and the National Park Service.

Public Works:

Of primary concern to the Public Works Department regarding the original project design was the numerous driveway encroachments from Henness Circle, driveway design and the potential for vehicles to back onto Henness Circle to exit the site. The department also had concerns relating to sight distances for vehicles exiting the site onto Henness Circle, adequate ponding area on the project site to process stormwater, water main replacement, and road maintenance fees.

Public Works wrapped up its review and stated that the applicant has agreed to make the loop road one way; that the trash collection driveway entry will be modified to provide ample room for trash truck to back up while not affecting the roadway traffic; that the project applicant understands that the final approval/encroachment will be subject to detailed verification that the on-site stormwater actually enters the existing 30-inch culvert and does not overflow the road (Henness Circle) at that location – except during high frequency storms; and that site design will need to demonstrate that soil erosion onto the roadway will not result from either low frequency or high frequency storms.

National Park Service:

The National Park Service (Yosemite National Park) commented that all commercial truck and equipment traversing the park to get to Yosemite West will require a permit from the Park superintendent. (Note: Henness Ridge Road, from the private property in Yosemite West to Wawona Road, crosses Yosemite National Park property and is subject to a special use permit from the Park Service.)

Environmental Health Unit:
The Environmental Health Unit (EHU) asked for a full set of engineered plans for the on-site sewage disposal system and added that the soils report and existing septic system demonstrate a lack of adequate soils for standard on-site sewage disposal systems to support the project; therefore, pretreatment is required. Subsequent comments stated that a site visit and review of the available reports allowed the EHU to state that it is comfortable that the site can support on-site sewage disposal. The EHU further stated that off-site locations also appear to be capable of supporting the sewage disposal needs for the project, but that easements would have to be obtained to place such systems on adjacent parcels. Both the on-site and off-site locations will require a special design septic system to mitigate the rapid percolation of the soils. The EHU stated that subsurface rock could preclude the installation of the full amount of leach line required and requested a condition of approval be placed on the project that on-site sewage disposal serving each building shall be approved and installed prior to the issuance of a building permit for that part of the project.

The EHU also stated that if the water system will serve 25 or more people per day for 60 days per year then it will be a public water system permitted by the State of California.

Water Resources Control Board:
The State Water Resources Control Board commented that public water systems must obtain a drinking water supply permit to operate and provided the statutory requirements for the application for and operation of such a system.

Public Comments Received
The original project design comments from members of the public, including officers of the Yosemite West Property & Homeowners Association and the Yosemite West Maintenance District Advisory Committee (YWMDAC). Questions and concerns related to the potential public involvement during project processing, including input from YWMDAC; the nature of the environmental review that will be occur under CEQA; traffic safety along Henness Ridge Road and Henness Circle; fuel storage; commercialization of Yosemite West; proposed water and septic systems

Revision to Project Design
Based upon comments received during the review of the original project design under General Plan/Zoning Amendment Application No. 2020-096, the project proponent submitted a revised project in November 2022. In the written project narrative dated November 2022, the project proponent stated the following:

"Agency comments included topics of septic easements, public water system vs. a new privately-owned system, driveway access and turnarounds, building addresses, one-way loop road, a truck turnaround for dumpster servicing, relocated water main to Public Works' standards, site plan requiring a civil stamp, drainage plan, road maintenance fees for multifamily use, commercial trucking permits from NPS, and septic system installation prior to building permit issuance. The revised GPZA and Project design have addressed these issues. Public comments included topics of notice to the YWMDAC, inconsistent projects specs in Application (i.e., 6.22 acres vs. 7.26 acres), NPS approvals for Henness Ridge Road access permit, SB 1263 report, water main relocation, greywater leach line locations, traffic report, fire safety of single access community, fuel storage, and overall traffic impacts. The revised GPZA and Project design address these issues.

Scenic Wonders Project Revisions

Conceptional design began with eight buildings (two houses, a garage with laundry, five apartment buildings), off-street parking, 5-10k/gal water tanks, a two-way loop driveway, and 35 parking spaces.

- *Moved parking for three buildings away from street.*
- *Eliminated two apartments from Project plan.*
- *Changed two-way loop driveway to one-way with emergency vehicle parking.*
- *Reduced Project access driveways from six to four entrances.*
- *Removed the internet café and retail store uses.* (Staff Note: these uses were proposed under original pre-application review of project.)
- *Moved garage building, added three-point turnarounds on the private driveways.*
- *Added fire hydrant near public street.*
- *The dumpster storage driveway has been enlarged, allowing service trucks to empty dumpsters without backing onto the public street.*
- *Revised water storage from 5-10k/gal tanks to 2-25k/gal tanks, moved location further from adjacent condominium building.*
- *Filed Preliminary Technical Report for new public water system.*
- *Relocated septic and treatment tanks on property.*
- *Water recycle system added to commercial laundry, up to 80 percent water savings.*
- *Air Quality and Greenhouse Gas Assessment completed*
- *Noise Study Report completed*
- *Revised Fire Safety Program for the Project.*
- *Added laundry system greywater dispersion to greenbelt.*
- *Added 18 parking spaces on the property, total 53.*
- *Added drainage settling pond easement, if needed.*
- *Project Traffic report updated with final specifications.*
- *Revised traffic impacts with reduced local trips by staff due to commercial laundry.*
- *Revised location of the Water Tanks access road*
- *Revised GPZA Application filed with Mariposa County Planning Dept."*

Agency Review of Revised Project:

Mariposa Planning sent the revised project to affected agencies for comment on January 5, 2023. The comment solicitation went to the following agencies: Mariposa County Public Works Department, Environmental Health Unit, County Fire Department, CAL FIRE, California Department of Fish and Wildlife, State Water Resources Control Board, Caltrans, National Park Service, Southern Sierra Miwuk Nation (SSMN, American Indian Council of Mariposa County), and the U.S. Army Corps of Engineers.

Agencies were given until January 26, 2023 to provide comment on the project. Planning followed up with a reminder email on February 16, 2023 providing agencies until February 22, 2023 to provide comments. No comments were received. SSMN requested a copy of any cultural resource surveys conducted on the project site.

Native American Notification:

This project involves the proposed 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. Mariposa Planning sent a certified letter dated February 23, 2023 to tribal representatives on the contact list notifying them that they had until March 24, 2023 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 February 23, 2023 letter referenced above. That letter notified representatives that they had until May 23, 2023 to request a consultation on the project.

The following is a list of Native American tribes who were notified as per the contact list provided by NAHC:

- Chicken Ranch Rancheria of Me-Wuk Indians
- Nashville Enterprise Miwok-Maidu-Nishman Tribe
- North Fork Rancheria of Mono Indians
- Picayune Rancheria of Chukchansi Indians
- Southern Sierra Miwuk Nation
- Tuolumne Band of Me-Wuk Indians
- Wuksache Indian Tribe/Eshom Valley Band

A follow-up email was sent to the tribes listed above on May 10, 2023 reminding them of the timeframe to request a consultation.

The Southern Sierra Miwuk Nation (SSMN) response in writing to Mariposa Planning's consultation notification stated they had no concerns with the project and did not request a consultation. No other tribes responded to the consultation notification.

B. <u>Practical Concerns</u>

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. Geotechnical Engineering Investigation for Proposed Yosemite Cascades Development, NWC Henness Ridge Road and Henness Ridge Drive, SALEM Engineering Group, Inc., September 29, 2009.
b. Additional Soil Profile Logs and Percolation Test Results/Addendum #1, Proposed On-site Septic System, 7548 Henness Ridge Drive, Yosemite NP, Mariposa County, CA 95389, SALEM Engineering Group, Inc., February 15, 2017.
c. Preliminary On-site Wastewater Evaluation - Ridgeline Engineering, November 11, 2017.
d. Percolation Testing for Proposed On-site Septic Disposal System, Soil Profile Logs and Percolation Test Results, Mariposa County APN 006-150-002, Yosemite NP, Mariposa County, CA 95389, SALEM Engineering Group, Inc., February 28, 2018.
e. Geotechnical Feasibility Letter, Scenic Wonders Development, SALEM Engineering Group, Inc. July 17, 2018.
f. On-site Wastewater System Design, 7548 Henness Ridge, Yosemite Village, CA, Ridgeline Engineering, June 9, 2019.
g. Biological Analysis Report for Scenic Wonders, Inc., Scenic Wonders Project, Yosemite West, Mariposa County, QK, August 2019.
h. Cultural Resources Assessment for the Proposed Scenic Wonders Development at Yosemite West, Mariposa County California, Sierra Valley Cultural Planning, January 20, 2020. (Not available for public review)
i. Results of Fall 2019 Pump Tests of Yosemite West Wells for Kenneth LeBlanc, Kenneth D. Schmidt & Associates, March 2020.

j. Storm Drain Feasibility Letter, QK, July 8, 2020.
k. Aqua Recycle® System Information for Laundry Facility, 2021.
l. Scenic Wonders Preliminary Technical Report and technical appendices (submitted to the State Water Resources Control Board for permit for proposed water system), QK, August 2021.
m. Scenic Wonders Development Air Quality & Greenhouse Gas Impact Assessment, VRPA Technologies, Inc., August 2021.
n. Scenic Wonders Development Noise Study Report, VRPA Technologies, Inc., August 2021.
o. Watershed Evaluation memo, Kenneth D. Schmidt & Associates, September 24, 2021.
p. Letter from State Water Resources Control Board re: Preliminary Technical Report review under SB 1263 provisions, March 16, 2022.
q. Revised Traffic Impact Analysis, Scenic Wonders Project, JLB Traffic Engineering, Inc., September 27, 2022.
r. Letter of Intent for Proposed Modification to Recorded Property Easement, Yosemite Conservancy, August 29, 2022
s. Proposed Modification to Well and Easement Agreement with Scenic Wonders, Yosemite Conservancy, October 27, 2022.
t. Geotechnical Engineering Investigation, Proposed Residential Development, Scenic Wonders Employee Housing, SALEM Engineering Group, Inc., November 16, 2022
u. Scenic Wonders Preliminary Grading Plan, QK, November 10, 2022.
v. Water Service Agreement with NatureBridge, KL Water & Land, LLC, January 20, 2023.
w. Scenic Wonders Snow Management Plan, Scenic Wonders, February 8, 2023.

The project proponent also submitted documentation relating to the procurement of easements for the potential placement of project infrastructure, such as septic and greywater systems, on neighboring parcels.

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. The initial study prepared by Planning staff found that implementation of the project has the potential to have a significant impact on the following checklist issues:

- Biological Resources
- Cultural Resources (resources or human remains found during site excavation)
- Geology and Soils (septic system[s])
- Transportation (potentially dangerous condition at the intersection of Henness Ridge Road/Henness Circle; ***in-line parking spaces***).

Mitigation measures are proposed to reduce these potentially significant impacts to less than significant levels. These measures are shown in the Biological Resources, Cultural Resources, Geology and Soils, and Transportation sections of the initial study, in Section D, Mitigation Monitoring in the initial study, in the draft resolution that is an attachment to this staff report, and in the proposed Mitigated Negative Declaration.

Current Zoning Feasibility: The existing zoning on the project site would not allow the multi-family and light commercial development proposed. The rezone of property to the new Yosemite West Mixed-Use zone is necessary to implement the project.

Project Aesthetics

Design Review: The proposed mixed-use zone does not include standards for the design of structures, such as required construction materials and colors. The project proponent provided exterior elevations

for the apartment units and garage facility that will house the central laundry and one-bedroom apartment unit. The written narrative for the project states that the exterior of the structures will be similar in style and building size to the existing residential area of Yosemite West. The structures will be residential in style and will be set on the hillside to reduce building heights and grading.

Required Development Standards:
Setbacks and building heights: The structure setbacks proposed as part of the standards for the new mixed-use zone and those currently required in Title 17, Mariposa County Zoning Ordinance for areas outside of Area Plan areas are shown in the comparison table below.

	Existing Title 17 Setback Standards	**Proposed YW Mixed-Use Zone Setback Standards**
Front Yard	Minimum 25 feet from the front property line/55 feet from centerline of roadway	Minimum 25 feet from the front property line/55 feet from centerline of roadway
Side Yard	25 feet or ten percent (10%) of lot width, whichever is less	15 feet
Rear Yard	25 feet or ten percent (10%) of the lot depth	20 feet
Building to Building		15 feet
Uses allowed in Setback Areas	Variety of uses including wells, signs, mail boxes, fences, gates, driveways, underground utilities; garages and carports, sheltered parking and covered walkways in front yard setbacks on parcels above four thousand feet in elevation and meeting prescribed standards.	1. Wells, traffic signs, signs, rural mail boxes, fences, gates, propane tanks, uncovered walkways, driveways, and underground utilities and appurtenant above-ground structures. Any use allowed in a front yard setback shall not interfere with vehicle sight distance along roadways.*

*Inclusion of uses allowed in setback areas are as proposed by Planning staff.

Building Heights: The 35-foot structure height limit in the proposed YW Mixed-Use Zone would be consistent with current Title 17 countywide standards.

Parking Standards:
The project proposes 53 parking spaces with dimensions of 20'x10'. A revised parking plan submitted to Mariposa Planning by the project proponent on May 1 showed that the single family residences and the detached garage, which are permitted by existing zoning and are under construction or have been permitted, will use 14 parking spaces. (Single family construction is considered to be Phase I of site development.) Twenty-eight (28) spaces will be available for use by the multi-family component of Phase II development, while two spaces will be utilized by the central laundry facility. Nine in-line parking spaces in three separate areas on the project site are proposed to be used for parking seasonal equipment.

Using the community of Mariposa's parking standards as a basis, it can be determined that 28 parking spaces would be sufficient to serve the multi-family units. The Mariposa community standard is 1.5 spaces for one bedroom units which would require a total of 17 spaces for the project's one bedroom units, and two spaces for two bedroom units, which would require eight spaces on the project site, bringing total spaces required to 25 under the Mariposa community standards. The 28 spaces proposed by the project for the multi-family units exceed the minimum parking space standard for the community of Mariposa.

The proposed standards for the Yosemite West Mixed-Use Zone include minimum parking standards.

Easements:

The proposed project includes easements for underground utilities as backups to the planned on-site, self-contained improvements. The following exhibit shows the utility plan for the project and the proposed easement areas on adjacent parcels:

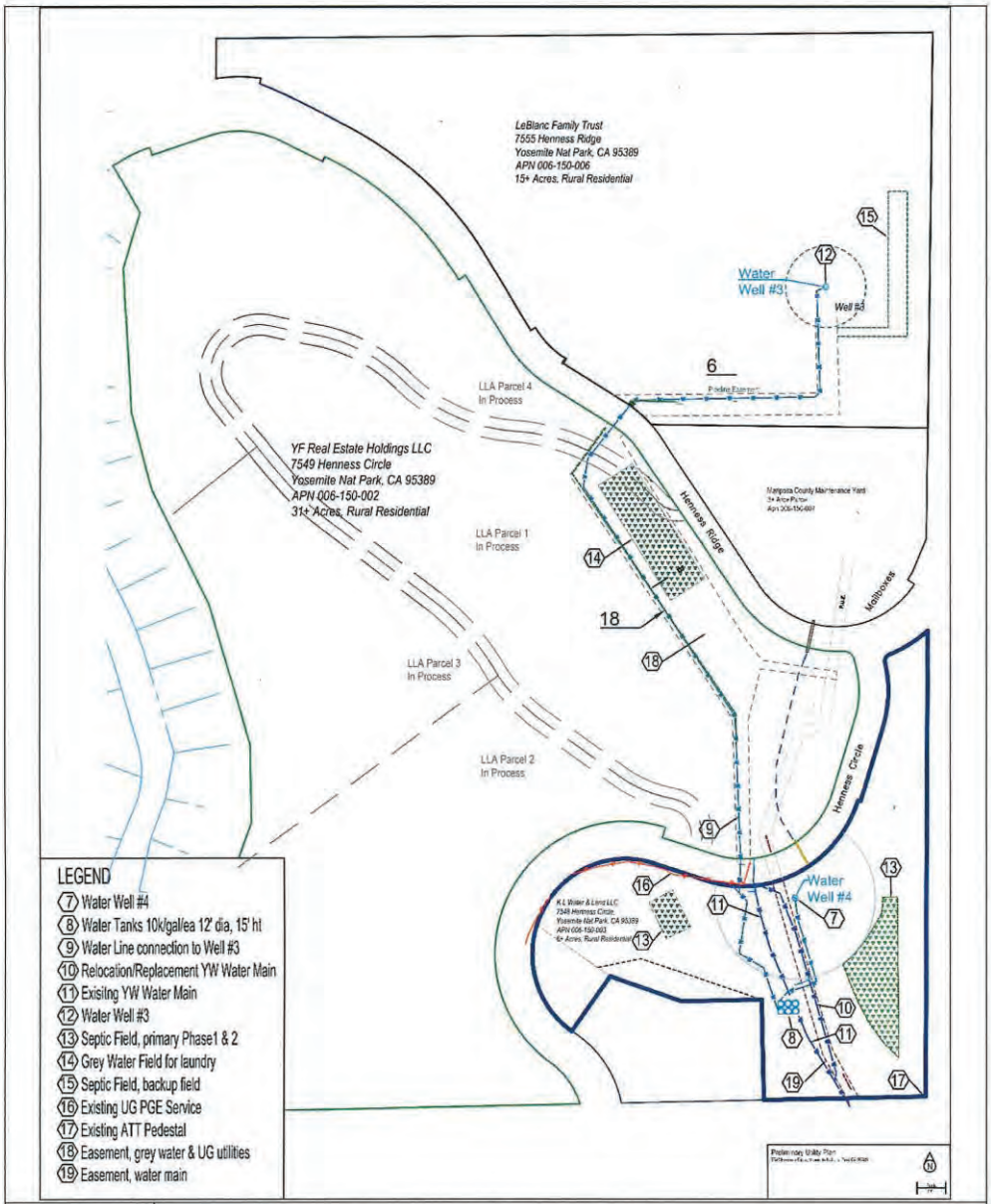


Figure 2-1
Project Utility Plan

Special Studies:

The project proponent submitted a number of special studies addressing environmental issues relating to project implementation. These studies included biological and cultural resources assessments of the project site; and noise, traffic and air quality impact studies. These studies are part of the project application and have been available for public review. The initial environmental study prepared for the project discusses these studies and their conclusions in detail. The following summarizes the conclusions of the studies:

Biological Analysis Report for Scenic Wonders, Inc., Scenic Wonders Project, Yosemite West, Mariposa County, QK, August 2019:

- This analysis found that project implementation has the potential to significantly impact special status plant species; the California red-legged frog and he Sierra Nevada yellow-legged frog; bat species; badger species; aquatic resources; and raptors. The initial study/proposed Mitigated Negative Declaration proposed mitigation to reduce these potentially significant impacts to less than significant levels. These measures are shown in Section B.4 – Biological Resources in the initial study and in the draft Board resolution included in this staff report

Cultural Resources Assessment for the Proposed Scenic Wonders Development at Yosemite West, Mariposa County California, Sierra Valley Cultural Planning, January 20, 2020:

- This assessment concluded that it is unlikely that the proposed development project will have an effect on important archaeological, historical, or other cultural resources. No further cultural resources investigation is therefore recommended. 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. Mariposa County applies a standard mitigation measure to development projects that addresses the issue of finds during project construction. That measure is shown in Section B.5 – Cultural Resources in the initial study and in the draft Board resolution included in this staff report.

Scenic Wonders Development Noise Study Report, VRPA Technologies, Inc., August 2021:
This study concluded that the largely residential nature of the proposed project will preclude the generation of excessive noise. The report further states that from the perspective of relocating staff housing units to a central location away from private residences and rental homes, the project has the potential to reduce some existing noise impacts in the Yosemite West community. The relocation of the laundry facility from existing homes to a central location that is removed from the Yosemite West residential community has the potential to reduce noise impacts in the neighborhood.

The study notes that there will be short-term impacts from construction noise and proposes as mitigation compliance with Mariposa County's Noise Element Goals and Objectives and staff recommendation for a construction schedule. Mariposa County applies a standard mitigation measure to development projects that addresses the issue of noise impacts during project construction. That measure is shown in Section B.13 – Noise in the initial study and in the draft Board resolution included in this staff report.

Scenic Wonders Development Air Quality & Greenhouse Gas Impact Assessment, VRPA Technologies, Inc., August 2021:
This assessment is discussed in detail in Section B.3 – Air Quality and Section B.8 – Greenhouse Gas Emissions. The assessment concluded that the project would have less than significant impacts on the issues of air quality and greenhouse gas emissions.

Revised Traffic Impact Analysis, Scenic Wonders Project, JLB Traffic Engineering, Inc., September 27, 2022:

The Traffic Impact Analysis (TIA) is discussed in detail in Section B.17 – Transportation in the initial study. The TIA studied project impacts on the Wawona Road/Henness Ridge Road intersection for the following scenarios:

Existing Traffic Conditions:
Existing plus Project Traffic Conditions:
Near Term No Project Traffic Conditions:
Near Term plus Project Traffic Conditions:
Cumulative Year 2040 No Project Traffic Conditions:
Cumulative Year 2040 plus Project Traffic Conditions:

Conclusion:
The study concluded that under all scenarios the intersection will operate at an acceptable of service. Based on the conclusions of the Traffic Impact Analysis, the project will have a less than significant impact on the county's circulation system and affected roadways.

Vehicle Miles Traveled (VMT)
A significant project impact would be one that conflicts with CEQA Guidelines §15064.3. This section states that vehicles miles traveled (VMT) is the most appropriate measure of transportation impacts. When applying the daily trip generation rate observed in the Yosemite West area of 3.63 daily trips per dwelling unit, the proposed Project can be estimated to generate a maximum of 65 daily trips. Since the Project is estimated to yield fewer than 110 trips (the state's threshold for determining a significant impact), the project's VMT is considered less than significant per OPR's TA.

Significant Transportation Related Impacts:
Henness Ridge Road/Henness Circle Intersection:
JLB analyzed the location of the proposed access points relative to the existing local roads and driveways in the Project's vicinity. A review of the Project access points to be constructed indicates that they are located at points that minimize traffic operational impacts to the existing roadway network. However, to improve safety at the (one-way, stop-controlled) intersection of Henness Ridge Road and Henness Circle, it is recommended that the Project install signage to notify that cross traffic does not stop. The issue of traffic safety at the intersection of Henness Ridge Road and Henness Circle is considered a potentially significant impact requiring mitigation to reduce this potentially significant impact to a less than significant level. That measure is shown in Section B.17 – Transportation in the initial study and in the draft Board resolution included in this staff report.

Additional Studies:
The project proponent submitted additional studies as part of the project application, including geotechnical/soil investigations and analyses of groundwater and well production.

Geotechnical Investigations:
Geotechnical investigations, soil profile testing, and an evaluation of the proposed on-site wastewater system evaluation were submitted as part of the project application. The proposed project's waste system includes a septic tank and a secondary treatment tank for each building with dedicated dispersion lines on the primary septic field of approximately 17,500 sq. ft. As part of the project development the septic system will be expanded with a progressive build for each new building. Individual septic tanks would be underground. This system, with dedicated septic systems for each building, is designed to significantly reduce the effects of any system failures to an individual building, not the entire system. The project proponent submitted a septic system feasibility analysis that was prepared by QK and dated April 30, 2021. The analysis found that a 17,460 sq. ft.

disposal area would be sufficient to meet project demand for an 11,340 sq. ft. area, which would include the single family residences currently under construction. (That analysis was based on a previous project design.)

Since the preparation of the septic system feasibility analysis, the project proponent has committed to a water recycling system for the laundry facility. The recycling system is proposed to recycle up to 80% of the laundry discharge. The remaining laundry water discharge will be sent to dedicated greywater dispersion field. An area located at 7549 Henness Circle (APN 006-150-002), across the road from the project site, is identified on the project utility plan (Figure 2-1 in the written project narrative) as being available for laundry greywater, if needed.

The optional (as needed) phased water or septic expansion will include dedicated easements (recorded with entitlement) for expanding septic disposal onto the 15-acre parcel to the north at 7555 Henness Ridge Road (APN 006-150-006), if needed. It would utilize the existing easement on the 31-acre parcel across the street (7549 Henness Circle; APN 006-150-002) for underground plumbing to deliver effluent from site improvements to the 15-acre parcel. There is also a backup septic field on the recorded easement at 7549 Henness Circle that includes approximately 32,000 sq. ft. of leach field area.

As a result of the review of the project site and soils investigations, The Mariposa County Environmental Health Unit requests that a condition be placed on the various phases of the project stating that the onsite sewage disposal system serving each building shall be approved and installed prior to the issuance of a building permit for that part of the project. The purpose of this would be to mitigate any unforeseen obstacles that could prevent the installation of the complete sewage disposal system. That mitigation measure is shown in Section B.7 – Geology and Soils in the initial study and in the draft Board resolution included in this staff report.

Groundwater Resources:
The issues of groundwater resources in the area and testing of well(s) to be used by the project are discussed in detail in Section B.10 – Hydrology and Water Quality in the initial study. The pump test report on the two wells available for use by the Scenic Wonders project, Well #4 located on the 6.22-acre project site and Well #3 located on the 15+-acre parcel to the north, details the simultaneous pump tests conducted on these two wells, which are located approximately 1,130 feet apart, during September-October 2019. In addition, two observation wells located to the west (the unused Shawyer Well) and northwest of the project site (Mariposa County Well No. 9, which serves the existing Yosemite West development) were measured occasionally during the pump tests. Pump test results showed that the simultaneous testing of the two wells proposed to serve the project did not affect the production of the other well. Nor did the pumping of these two wells affect the two observation wells.

Kenneth D. Schmidt, groundwater consultant, provided a memo to the project proponent dated November 16, 2022 that summarizes the water supply and well testing data. Mr. Schmidt reviewed the historical water level measurements for the Scenic Wonders Well No. 3 and 4, the results of the 2019 pump tests, and the pumpage data for Well No 4 during September 2022. The pumpage from from Well No. 4 between September 15 and September 22, 2022 was 67,200 gallons, or an average of 9,600 gallons per day (gpd). The State Allocated Pumping Rate is 23.5 gallons per minute (gpm) for Well No. 3 and 5 gpm for Well No. 4, or a total of 28.5 gpm. Pumping 7,200 gpd is equal to 5 gpm. If the two wells were pumped at this rate continuously for one year, they would produce about 8.07 acre-feet of water. The pumpage from the two wells during the 10-day pump tests alone was 2.69 acre-feet, or 34 percent of this value. It is more applicable to evaluate pumpage during the period of no recharge, and this is considered to be 120 days. If the wells were pumped continuously for 120 days at a total of 5 gpm, they would produce 2.66 acre-feet of water. This is about equivalent to what was pumped during the 10-day pump tests. The State Allocated Rate of 28.5 gpm is 5.7 times greater than the 5 gpm or 7,200 gpd rate. Pumpage of wells 3 and 4 at the State Allocated Rate of 28.5 gpm would require about four hours of pumping per day to obtain 7,200 gallons, which is readily achievable.

The project would deliver potable water to NatureBridge National Environmental Science Center (NESC), which is located at the intersection of Henness Ridge Road and Wawona Road. The water would be delivered via a private pipeline from the project's water tanks to the project's boundary. Yosemite National Park (YNP) and the National Park Service would construct and connect a new pipeline to the existing NatureBridge development through YNP property.

The water service agreement is to provide up to 3,000 gpd to the NatureBridge NESC campus. At build-out of the Scenic Wonders and NatureBridge projects within a six-year timeline, the projects will use 5,960 gpd, which is less than the State Allocated Pumping Rate for Well No. 4 of 7,200 gpd.

Project Drainage:
Drainage facilities are proposed to be constructed in the developed portion of the property. Runoff from the project site will be directed by an engineered drainage design to the existing County culverts running underneath Henness Circle onto the adjacent property (7549 Henness Circle). The project proponent has executed a letter of intent to provide a drainage easement on the adjacent property.

Comments by the Public Works Department stated that the applicant understands that the final approval/encroachment will be subject to detailed verification that the on-site stormwater actually enters the 30" culvert and does not overflow the road at that location – except during high volume storms. The site design will need to demonstrate that soil erosion onto the roadway will not result from either low frequency or high frequency storms. It's possible, the department states, that the site design, including driveway and buildings, could change in order to achieve the required results. All such changes would have to be found in substantial conformance to that which is approved, if the project is approved. Findings would be required pursuant to County substantial conformance review including Mariposa County Public Works Department review and approval.

The project's drainage system and potential impacts from the project on existing drainage in the area is subject to review by the county's engineers. A condition of approval ensuring the drainage system is designed, installed, and maintained to the satisfaction of the Mariposa County Public Works Department is proposed to be adopted for the project.

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 end of the review period for the Initial Study/proposed Mitigated Negative Declaration of September 11, 2023, are included as Attachment 4. Responses to comments received on the Initial Study/proposed Mitigated Negative Declaration are included in this staff report as Attachment 5. Comments on the project received after the close of the public review period for the Initial Study/proposed Mitigated Negative Declaration (after September 11, 2023) are included in this staff report as Attachment 6.
Comments received after the publication of the Planning Commission Agenda packet, but prior to Planning Commission hearing of October 6, 2023 are included as attachment 7. And Comments received after Planning Commission hearing date of October 6, 2023 and up to the publication of the Board of Supervisors November 21st , 2023 hearing date Agenda publication which occurred on November 16, 2023, are included as attachment 8.

Recommended Project Findings, Conditions and Mitigation Measures:

Staff has prepared for the Board of Supervisors consideration findings, conditions, mitigation measures and a mitigation monitoring program for the project. Those recommendations are shown in the Board of Supervisors resolution included in this staff report. (Attachment 11)

Attachment 1	Project Description and Plans
Attachment 2	Initial Study
Attachment 3	Proposed Mitigated Negative Declaration (MND) SCH:2023080273
Attachment 4	Comments on the project and Initial Study/Proposed MND received during the review period for the Initial Study/proposed MND prior to Planning Commission action.
Attachment 5	Responses to Comments Received on the project and Initial Study/proposed MND prior to Planning Commission action.
Attachment 6	Comments received on the project after the close of the public review period for the Initial Study/proposed Mitigated Negative Declaration, prior to Planning Commission action.
Attachment 7	Additional Comments received prior to the Planning Commission hearing of October 6
Attachment 8	Comments received after Planning Commission hearing date of October 6 and up to the Publication of the Board of Supervisors Agenda on November 16.
Attachment 9	March 4, 2006, Planning Commission Resolution Submitted by Project Proponent
Attachment 10	Planning Commission Final Resolution No. 2023-011
Attachment 11	Board Resolution

ATTACHMENT 1

Project Description and Plans

APPLICATION FOR
GENERAL PLAN ZONING AMENDMENT PROCESSING

SCENIC WONDERS, MARIPOSA COUNTY
YOSEMITE WEST

PROJECT INFORMATION

NOVEMBER 2022

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SECTION 1 - PROJECT INFORMATION

1.1 - Introduction

K L Water & Land LLC, Kenneth LeBlanc managing member, is the property owner and Applicant proposing a General Plan Zoning Amendment. The application is for entitlement to construct an employee housing project with a commercial laundry for the business, Scenic Wonders Inc. (DBA Yosemite's Scenic Wonders), on a 6+ acre rural residential parcel at 7548 Henness Circle, Yosemite, CA 95389 (aka Yosemite West). The Project proposes adding five modest-sized residential buildings to the current entitled plan of two residences and a detached garage. The proposed Project is titled the Scenic Wonders Project (see Vicinity Map, Figure 1-1).

This proposed Project was submitted to the Mariposa County Planning Department for Pre-Application Review, Application 2019-027. Comment letters were provided to the Applicant on April 24, 2019. A General Plan Zoning Amendment (GPZA) was submitted in July 2020. This revision of the Project description and additional studies for the GPZA Application is to address comments from County and government agencies and the public.

Yosemite's Scenic Wonders Inc., Kenneth LeBlanc, Managing Director, currently operates a Rural Home Enterprise managing rental homes within the Planning Area of Yosemite West in unincorporated Mariposa County. The Applicant's operation manages over 74 vacation rental homes and 37 condominiums in Yosemite West. The community is approximately 62 percent built out, with about 111 undeveloped residential lots. Scenic Wonders is anticipating expanding as the community continues to grow and foresees the need to hire additional employees. Additional affordable employee housing is needed in the area to support current and future employees and help support economic stability and growth for Mariposa County.

This Project will be providing its own private water and sewer services separate from the Yosemite West community water and sewer district. Scenic Wonders laundry services for each of the individual rental properties in Yosemite West will be moved to the proposed commercial laundry on the Project, thereby reducing water consumption and sewer flows in the Yosemite West Maintenance District. The commercial laundry will also reduce local traffic. The commercial laundry will include a modern water recycling system to significantly reduce (approximately 80 percent reduction) the consumption of water and sewer flows from rental home laundry. The Scenic Wonders Project will benefit the community by reducing the current operational impacts in the current and future mix of vacation rental activity and private residences in Yosemite West.

The proposed Project includes several fire safety improvements with additional water storage, added private wells with backup generators, on-site fuel storage, and an additional fire hydrant near the public road.

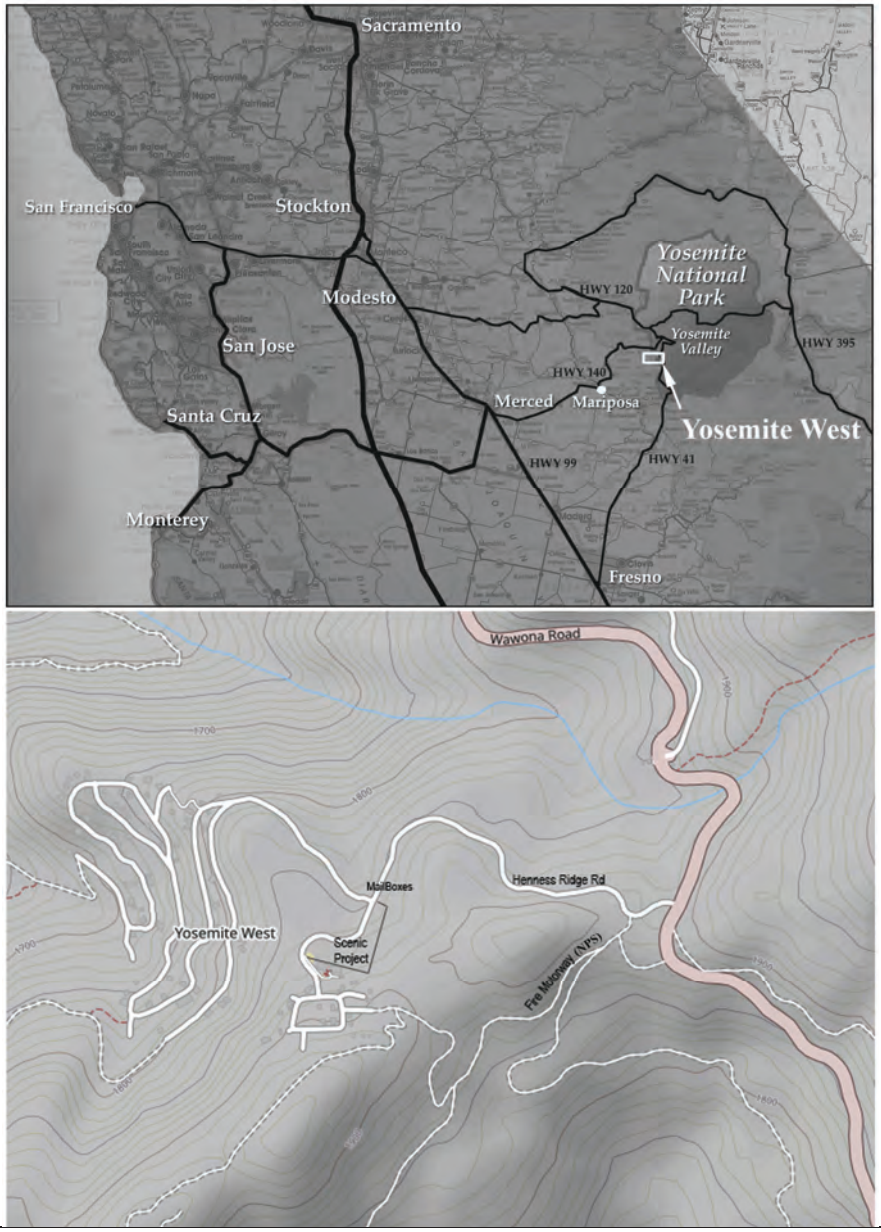


Figure 1-1
Vicinity Map

The Project is proposing a zone change with a General Plan Zoning Amendment and the creation of the Yosemite West Mixed-Use Zone, specific to parcel APN 006-150-003 at 7548 Henness Circle, Yosemite, CA 95389. The need for this zoning change is due to Scenic Wonders being close-to outgrowing its Home Enterprise business operations and requires a properly zoned location to serve a growing community of vacation rentals in Yosemite West.

The proposed Project supports the General Plan's Housing Elements. The General Plan contains a policy that states: "*Each Planning Area shall identify a fair share of land for the relocation of growing Home Enterprises and Rural Home Industries."* The original community's Covenant Conditions and Restrictions (CC&Rs) set aside this land for commercial use serving the community. Scenic Wonders will combine Multi-Family Residential and General Commercial zones as an overlay zone on this one parcel to accommodate the dual uses of Multi-Family Residential and Light Commercial activity. This will reduce impacts on the community while serving the existing and future vacation rental operations in Yosemite West.

The Project will provide much-needed employee housing in Yosemite West and Mariposa County. Figure 1-2 shows the location of the proposed project in relation to Yosemite West. The proposed project will be occupied by approximately 46 Scenic Wonders employees who already live in Yosemite West or commute from Oakhurst, Fish Camp, and Wawona. These employees would generally remain within the existing area of Yosemite West, thereby reducing the daily number of commuting trips generated by staff along Wawona Road/Highway 41. It will maintain a sizable workforce within the community during emergencies that create road closures or heavy Park traffic.

1.2 - Project Purpose

This Project will become central housing for the Scenic Wonders staff. They are the workforce maintaining the majority of vacation rental properties in Yosemite West. They have the most contact with the traveling public, and provide snow removal, light maintenance, and yard cleanup services. Housing the Scenic Wonders staff in a central location will increase communication with staff and improve safety information relayed to the community and traveling public. It will also attract more and better-qualified residents to the community by providing good jobs with quality housing.

The Applicant is proposing to construct employee housing and support facilities to aid in the operations and maintenance of the existing Home Rural Enterprise. The primary goals of the Project are as follows:

- Support the existing and future resort and transient occupancy Home Enterprises operated by the Applicant within the Yosemite West area.
- Address the need for affordable employee housing for the local Yosemite West workforce.
- Reduce local traffic by adding a dedicated laundry facility.
- Reduce overall water consumption and sewer flows while reducing flows into the community systems with the dedicated laundry facility and water recycling system.
- Relocate the company's existing solid waste dumpsters to an improved location.
- Improve community fire safety with added water supply, water storage, backup generators, and emergency guest communications.
- Maintain and grow bed tax revenues for the community and Mariposa County.

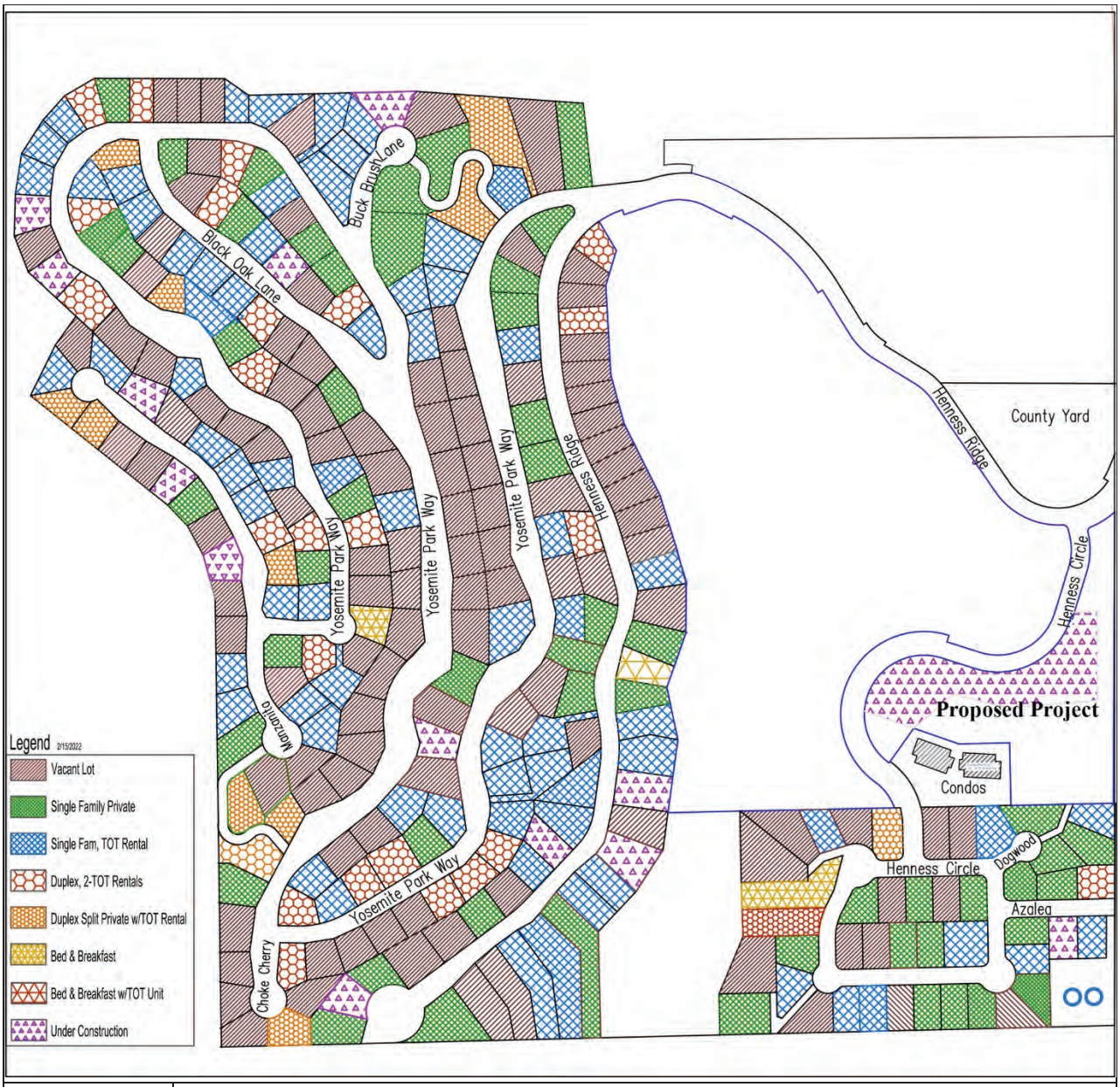


Figure 1-2
Yosemite West Development Map

1.3 - Project Location

The Project site is located approximately 13 miles from Wawona and 17 miles from the Yosemite Valley floor. The proposed development is located on a 6.2-acre parcel with approximately 1,030 feet of frontage of a County paved road at 7548 Henness Circle, Yosemite, CA 95389 (APN 006-150-003).

The proposed Project is adjacent to the existing Yosemite West Condominiums, used primarily as vacation rentals. The Project parcel is adjacent to Yosemite National Park with a shared property line of approximately 861 feet. The surrounding area consists of rural foothill land with rental homes to the west and south along existing paved rural roadways. The site is located to the south of the fork of Henness Ridge Road and Henness Circle, at the entrance of the Yosemite West community. The proposed development's site layout is shown in Figure 1-3. The Project's development footprint is approximately four acres of the 6+ acre site.

1.4 - Summary of Project

As noted above, the Project site is currently being improved with two residences and a detached garage. In addition, the Applicant is currently pursuing additional development of the site to include storage, parking, septic systems, water well, and associated driveways with underground utilities. All of these additional development improvements are consistent with the Project site's existing zoning standards and provide the Project site with improvements that have independent benefit and utility to the existing permitted uses of the Project site, whether or not the developments to be supported by the intended additional Project entitlements are adopted. The existing and currently permitted further improvements are shown in blue as Buildings 1, 2, and 3 on the site layout (Figure 1-3). As noted above, this extent of current and currently intended development is a permitted use under the current zoning by Mariposa County and does not require discretionary approval.

The owner's plan for the intended Project development is the entitlement process and General Plan Zoning Amendment (GPZA) filings for the proposed multi-family buildings and commercial laundry systems. If approved, the GPZA will allow five modest residential-sized buildings to house an additional 32 people. The proposed GPZA will authorize the Project's completion of an additional 10,800 square feet of development with five multi-family buildings and the planned commercial laundry operation. The water, sewer, driveways, parking, drainage system, and utilities would be expanded with the approval of the GPZA and the construction of the Project improvements.

The Project improvements for this Application being submitted will be a multi-unit residential land use with services to support the existing transient occupancy enterprises operated by the Applicant within the Yosemite West area.[1] Services include an in-house laundry service facility, shipping, and company dumpster relocation. The laundry will include a water recycling system to reduce water consumption and sewer flows significantly.

[1] A previous version of the Project's proposed public use facilities including an internet café, retail food sales, and a public meeting area. These uses have been removed from the application due to early opposition comments by a few Yosemite West landowners. This change will reduce the Project's potential noise, traffic, energy, water, and septic use.

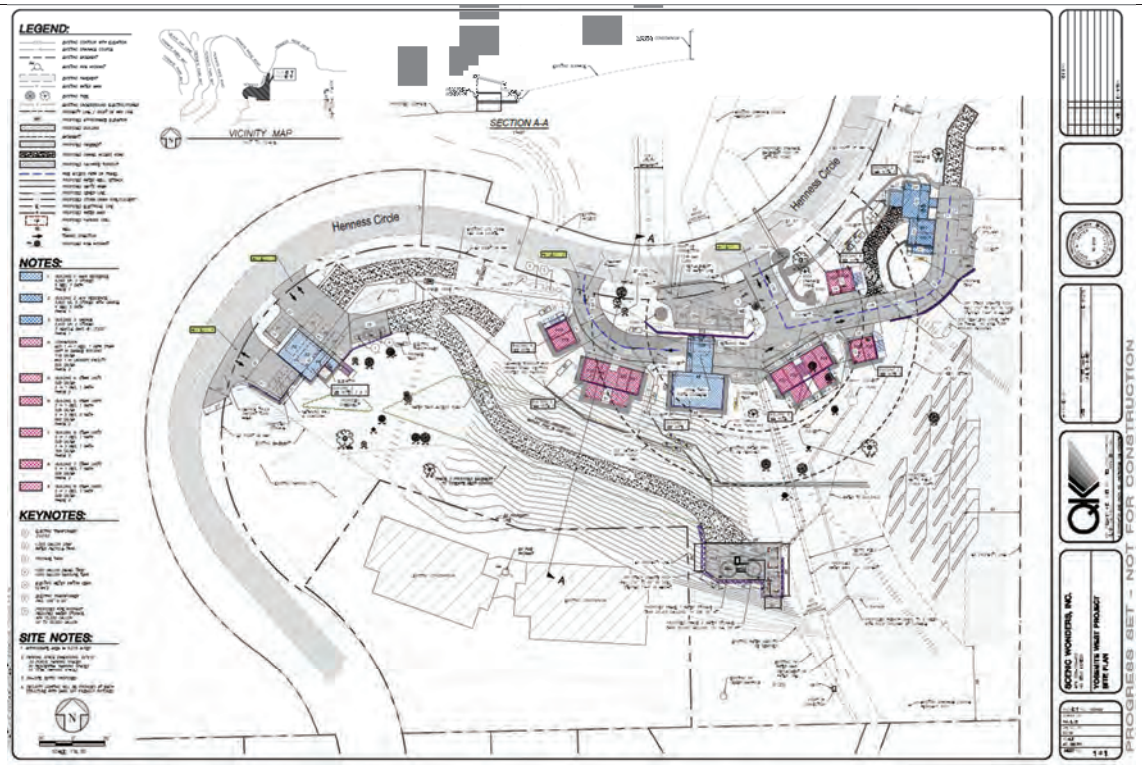


Figure 1-3
Development Proposal Site Layout (Phase 1 and 2)

An optional phase of work could be the connection of underground water, septic, electric, and communications between two properties located at 7548 Henness Circle and 7555 Henness Ridge Road for backup water and septic disposal services if needed. The two properties are owned by K L Water & Land LLC (Ken LeBlanc, Managing Member) and the LeBlanc Family Trust. The reports and studies within this Application include a study of this optional area of construction. There is a recorded easement for these uses on the adjacent private parcel located at 7549 Henness Circle, owned by YF Real Estate Holdings LLC, to facilitate expanding the water and/or septic systems for the Project development if needed.

The Project will not be connected to the Yosemite West community water and sewer system. Instead, a private water system with an on-site water well and 50,000 gallons of storage will be constructed and operated by a properly licensed private operator with all fees paid by the Applicant. Septic tanks, secondary treatment pods, and individual leach fields for each building will provide sewer service for the site. The Project will pay appropriate road fees for the increased use of the public roads, adding needed revenue to the community roads operating budget.

1.5 - Community Background

Yosemite West, Unit 1, was originally recorded as a subdivision in 1966. At that time, CC&Rs were also recorded as part of the subdivision to detail the provisions of construction, development, and future plans envisioned for the area (Appendix A). The stated purpose of the CC&Rs was to "[protect] land values and to assure that Yosemite West will continue to develop into an attractive second home resort area of high character and appearance, terrain oriented, with as little impact to the natural beauty of the land and trees as is possible."

Furthermore, the CC&Rs clearly refer to an additional 90 acres of land, more commonly referred to as "Unit 2," that was designated as a "commercial type property." The proposed Project is located in this "commercial type property" area. And "said businesses are a benefit to those who have established homes and residences in the said area and to the general public."

Since then, the neighborhood has developed within Unit 1 as a residential subdivision comprised of private homes, vacation and long-term rental homes, and the Yosemite West Condominiums. The current development of Yosemite West Unit 1 is approximately 66 percent developed lots with approximately 111 vacant lots. The current development profile is approximately 31 percent private homes, 62 percent nightly rental properties, and 14 properties are currently under construction. Approximately 38 percent of the Yosemite West lots are undeveloped. Nearly all the condominiums are vacation rental units. The future growth of the community will likely follow these similar uses.

The vacation rental use of residences in Yosemite West has continued to grow in good times and bad since the County enacted Title 17 in 1988. The community has become a significant source of Transient Occupancy Tax (TOT) to Mariposa County. Scenic Wonders rental clients generated over $1.69 million in TOT in 2021, even though first-quarter sales were severely restricted due to Covid 19.

Yosemite West Maintenance District (YWMD) is operated as an independent district for services. The roads, water, and sewer services are operated by the Mariposa County Public Works Department and overseen by the District Board of Supervisors. An Advisory Committee of residents advises County staff and the District Board. Land and homeowners pay the fees needed to operate the roads, water, and sewer services in Yosemite West.

The YWMD sewer system is operating at near capacity with a State-imposed limit of daily flows. The water system is a single source well with a pump/treatment station and storage tanks. The District is now starting the process of a Rate Study and increase for much-needed capital improvements to both systems. The Project parcel has never been included in the YWMD.

Scenic Wonders manages the majority of Yosemite West vacation rental homes and condominiums along with several other managers/companies and owner-operators in the community. The housekeeping staff of these operations live in the community and commute from the surrounding areas. This proposed Project will provide much-needed low-income staff housing for Scenic Wonders. This will allow employees to live closer to where they work, which will reduce commuter traffic and impacts on regional roads while Yosemite West continues to grow.

1.6 - Current Development

The Applicant's planned development with current zoning on the 6+ acre parcel is for two residences, a detached garage with storage, parking, septic systems, water well, driveways, and underground utilities. The total is approximately 12,350 square feet of a building. This existing and currently intended further improvement will support approximately 14 occupants in two homes on the property. The buildings and development will meet existing Rural Residential zoning and codes. The first residence is under construction with planned completion in 2023.

The current development is independent of the proposed Project. All of the development provides independent utility to the existing permitted uses of the property, regardless of the intended Project.

The first water well was drilled on the property but did not produce water. It was sealed and inspected to County Environmental Health requirements. A second on-site water well was drilled and produced water and was sealed and inspected in 2016 as per the Certificate of Compliance requirements. An engineered septic system (similar to the planned systems) has been installed and inspected for the first residence under construction.

The electric service application is in development to serve the two residences, detached garage, septic systems, and well. The PG&E service is an underground utility on the property and will require connection, vaults, and transformers to service the two residences, detached garage, septic systems, and three-phase electric well. The existing current permitted site improvements include all the necessary services and improvements needed for the two residences, detached garage, and water and septic systems.

This property and several other larger land parcels in the area are not within the Yosemite West Maintenance District for water or sewer services. A Request for Service was filed with the Mariposa County Public Works in 2019, and the request was vacated by Public Works in 2020.

Following the submission of the proposed Zoning Amendment in 2020, agency comments directed the Applicant to file a Preliminary Technical Report with the State Water Resources Control Board for approval of a new public water system. The Technical Report was submitted in October of 2021, and the State Water Resources Control Board provided an Approval Letter with recommendations. Additional submittals of engineered construction plans, bacterial and chemical monitoring, and complete technical, managerial, and financial capacity assessment documents are required by the State Board for the public water system operating permit. (Preliminary Technical Report and Approval Letter is attached.)

The Approval Letter recommendations are:

- *Nature Bridge is an education campus approximately one mile from the proposed Scenic Wonders. The State Water Board recommends that Scenic Wonders extend drinking water service to Nature Bridge. Scenic Wonders and Nature Bridge would operate under a single domestic water supply permit.*

- *Yosemite West water system is an existing community water system adjacent to the proposed Scenic Wonders. Scenic Wonders should install a future emergency connection with the Yosemite West water system. An emergency connection will improve the resiliency of both water systems.*

- *Mariposa County Public Works manages water systems in the area. Scenic Wonders should consider contracting with Mariposa County for operations and management services.*

The Applicant has contacted the Mariposa County Public Works Department to investigate the possibility of an emergency water interconnection. They have also contacted Nature Bridge for possible water service. The evaluation of the feasibility of these proposals recommended by the State Water Resources Control Board is still pending. The activities of the Nature Bridge that would be part of the consolidated permit desired by the State Water Resources Board, supported by the proposed service connection, have been separately environmentally evaluated in the Yosemite Environmental Education Center Final Environmental Impact Statement dated January 2010.

The public water system permit and potential water services are a State regulatory process that includes approval and permitting. There is no zoning change required for these entitlements. The necessary infrastructure and development of the proposed public water system are to be completed by the Applicant as part of the currently intended site improvements before any Project development is conducted. It would include the existing water well, planned water tank storage, and electric service.

An existing Yosemite West Maintenance District water supply pipeline to the community storage tanks is located on the Scenic Wonders Project property. It is not positioned in the recorded easement, and inspection has revealed it is a shallow pipeline. It is also an aging pipeline with high operating pressures and no known safety devices to stop the two community water tanks from draining onto the property if damaged or if it fails. The District pipeline on the property will be replaced and relocated at the Applicant's expense under the direction of Mariposa Public Works. Upon completion and inspection, it will become the property and responsibility of the District.

1.7 - Proposed Project

The Applicant's Proposed Project intends to add 15 economy units in five residential-sized buildings of approximately 10,808 square feet total. It will provide employee housing for Scenic Wonders staff. These additional buildings would include 12 one-bedroom units and 4 two-bedroom units, plus an apartment added within the detached garage. Approximately 32 people will reside in the five new buildings and the garage apartment.

The density of the Project will be approximately 2.7 dwelling units per gross acre following the completion of the Project. Yosemite West Unit 1 has a density of up to eight dwelling units per acre (1/4-acre lots with entitlement for two units each). The Project is adjacent to the Yosemite West Condominiums, which have a density of approximately 34 units per acre. With the proposed GPZA, the Project will be the lowest density property in the Yosemite West community.

This additional staff housing will reduce commuter traffic and improve service to the existing and future transient rental properties in Yosemite West. It will also move most staff housing units to a central location away from private residences and rental homes.

The GPZA approval will enable Scenic Wonders to move storage and dumpsters from the existing locations in the middle of the Yosemite West subdivision to the Project's new

location just outside Yosemite West Unit 1, reducing traffic and noise in the Yosemite West Unit 1 area. The detached garage constructed in the current entitled Project will be converted from private equipment storage to include the commercial laundry facility, an apartment, company shipping and receiving, garage storage, and an employee service building with a repair shop. It will relocate these community services next to the condominium parking lot.

1.8 - Phase 2

The optional Phase 2 elements of the Project work would be performed to interconnect the underground water, septic, electric, and data services between 7548 Henness Circle and 7555 Henness Ridge Road, properties owned by K L Water LLC. and the LeBlanc Family Trust. This work, if necessary, will be conducted on the existing recorded easements at 7549 Henness Circle (see Figure 3-1 for easement locations). The environmental studies included these areas of potential work in their evaluations.

1.9 - Project Timeline

The currently intended additional development of the site that is preceding the Project development will require up to five years to complete. As noted previously, these improvements include the two residences, a detached garage, and the site improvements, including grading, drainage, driveways, landscaping, as well as water and septic systems.

The Project development construction is expected to start immediately following the GPZA entitlement approvals and supporting filings, reviews, and permits. This construction phase will require up to an additional five years to complete from the date of GPZA approval, necessary permits, and approvals.

The optional Phase 2 improvements will be completed upon the need as a backup supply for water and/or septic disposal.

SECTION 2 - PROPOSED PROJECT DETAILS

2.1 - Employee Housing

The Project includes five multi-unit buildings. Three small buildings are two units of 1-bed, 1-bath while the two larger buildings are four units each, two 1-bed, 1-bath, and two 2-bed, 2-bath units. The buildings include one underground carport per unit and a shared laundry room. The three small buildings are approximately 1,100 square feet each, and the two larger buildings are about 2,400 square feet each. All the buildings will be residential in style and size, similar to the existing residential Yosemite West Unit 1 development.

Each building will include an independent septic tank, secondary treatment pod, and leach lines. The employee housing buildings will have backup generators, fire sprinklers, exterior motion lighting with Dark Sky friendly fixtures, and individual water pressure pumps.

The buildings are located more than 25 feet from the front property line and 55 feet from the road's centerline. The building heights will be less than 40 feet on the downhill side and less than 35 feet on the uphill side of the native terrain. The proposed development's minimum building setbacks and maximum building heights are the same as the existing Yosemite West community of developed lots.

2.2 - Laundry Facility

The current practice of doing laundry at each vacation rental requires housekeeping staff to run two to five loads of laundry between guest stays at each residence. The real-life condition is that the staff immediately starts laundry and then cleans the rental while changing loads of laundry. They finish cleaning well before all the laundry is completed. The housekeeping staff then makes several return trips to change loads of laundry. Housekeeping staff requires two to four round trips instead of one round trip for each guest reservation. This is true regardless of whether Scenic Wonders or other management services manage the vacation rental. The proposed laundry system will significantly reduce traffic within the Yosemite West community.

Scenic Wonders managed 6,896 home reservations in Yosemite West in 2021. We estimate that doing the laundry at each home created an approximate average of 2.75 trips per reservation to each property by housekeeping staff. The proposed Scenic Wonders laundry facility will reduce that to one round housekeeping trip per cleaning/reservation since the housekeeper will bring fresh laundry, clean the unit, and take the soiled laundry in a single round trip for each reservation. The laundry facility will save approximately 12,068 round trips to vacation homes within Yosemite West per year by housekeeping staff. This is about a 63 percent reduction in local traffic by Scenic Wonders housekeeping staff.

Pre-Covid-19, the homes averaged one load of laundry per bedroom plus one for kitchen and bathrooms. During Covid-19, that has nearly doubled with washing blankets with each new reservation. If these Covid-related procedures (or similar public health requirements)

continue, the traffic reductions from the commercial laundry will be a greater long-term benefit from the commercial laundry.

Using a conservative 2.75 loads of laundry per reservation in a pre-Covid-19-year, Scenic Wonders did approximately 18,900 loads of laundry at individual homes in Yosemite West in a year. The Scenic Wonders laundry should initially eliminate approximately 500,000 gallons of fresh water and 500,000 gallons of sewage per year from the Yosemite West District systems.

In addition, a water recycling system will be installed on the Scenic Wonders laundry water supply to filter and reuse up to 80 percent of all water consumed at the facility. An 80 percent reduction in laundry water use significantly benefits water consumption and sewer flows within the community watershed. The laundry will dispose of the greywater discharge to on-site landscape irrigation and an engineered septic field if needed. There is a recorded easement for this intended use. The associated equipment such as holding, separation, and any filter tanks and/or recycling equipment will be located on the Project parcel.

2.3 - Fuel Storage

The Project proposal includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline at the detached garage. The storage tanks will be for private use by Scenic Wonders and emergency firefighter vehicles. The fuel storage systems will meet Fire Rated Aboveground Storage Tank standards and include secondary containment systems. The fuel storage will meet the Aboveground Petroleum Storage Act requirements and file documentation to comply with the County's hazardous materials registration programs. The local fuel storage systems will reduce regional traffic for refueling. The fuel storage will be a valuable asset in emergency and winter conditions. In the past, extended periods of road closures have caused fuel shortages for vehicles and snow removal equipment.

2.4 - Water System

The Scenic Wonders Project will operate with a privately-owned public water system licensed by the State Water Resources Control Board. It includes two private water wells, storage tanks, control and warning systems, electric generators, heated well and tank sheds, and a new fire hydrant near the public street. The property owner has received preliminary approval for a private water system.

The current development will expand the site's water facilities and will include a second water storage tank (25,000 gallons). In addition to providing current independent utility for existing operations of the site, the water storage will also be sufficient to accommodate the intended Project uses and will serve as additional emergency water reserves in the event of a local fire emergency. The Project's water system will include backup electric generators for power outages. The community water system does not currently have a backup generator in place.

The site currently has a well (Well #4 in the report) on-site that produces approximately 10 gallons per minute (gpm) pump rate with a State allocated 5 gpm. The site also has available water near the adjacent property to the north with a second well (Well #3 in the report) producing approximately 47 gallons per minute with a State allocated 23.5 gpm. The two wells were pump tested simultaneously for these reports and did not affect each other's water flow production or the YWMD Well #9. Following the Drinking Water Division Well Capacity Determination Methods, the allocated well yields are 23.5 gpm for Well #3 and 5 gpm for Well #4 (Kenneth D. Schmidt & Associates Groundwater Quality Consultants, 2019).

The site will utilize the wells and water storage tanks to meet the needs of the residents who live on the property. An estimated usage of 60 gallons per person daily would generate a need of approximately 2,760 gallons per day for residents. The laundry is estimated to use 600 gallons per day with the water recycling system. Total Project water use is estimated at 3,360 gallons per day, 100,800 gallons per month. Pumping for 11 hours a day at an allocated rate of five gallons per minute would be sufficient to meet these estimated needs with a surplus water supply of 3,840 gpd from Well #4.

The State Water Resources Control Board's recommendation to offer water service to the Nature Bridge NESC campus could increase daily water production by 3,000 gpd if initial discussions are successful. The total water production commitment would be under the 7,200 gpd of the State allocated pump rates for the on-site Well #4. If additional water service were to be provided to NESC, it would require a private pipeline connection to Well #3 at 7555 Henness Ridge Road in Yosemite West.

The State Board's recommendation for a mutual water service interconnecting with the existing Yosemite West Maintenance District is being discussed with staff. If the emergency water interconnects were to be created, it would include a defined operation program noting daily water flows, rationing programs, duration of emergency operation, and priority uses of emergency water flows. The emergency operation plan will include all users of the Project's Public Water System and Wells #3 and #4.

Well #3 has an existing Well Agreement providing up to 15 percent of the State allocated pump rate to APN 006-150-002 at 7549 Henness Circle in Yosemite West.

The water use calculations in this Application are a result of test results in the well report from an October 2019 pump test performed by Kenneth D. Schmidt & Associates. The report is attached to this Application for review.

2.5 - Septic System

The proposed Project's waste system includes a septic tank and a secondary treatment tank for each building with dedicated dispersion lines on the primary septic field of approximately 17,500 square feet. Additional on-site septic areas are tested and documented in the attached reports in the event that an additional dispersal area is required. As part of the Project development, the septic system will be expanded with a progressive build for each new building. Each building will have a separate septic tank, secondary treatment pod,

and dedicated leach lines. These independent septic systems for each building will be engineered, permitted, installed, and inspected before the associated building permit is issued. This will ensure that the septic system for each building is adequate for sewage flows for the building. The septic systems will be engineered to the current County and State regulations at the time of permitting.

The optional (as needed) phased water or septic expansion will include dedicated easements (recorded with entitlement) for expanding septic disposal onto the parcel to the north at 7555 Henness Ridge Road if needed. It would utilize the existing easement on the property across the street for underground plumbing to deliver effluent from site improvements to the larger parcel (see Figure 2-1).

At current County septic standards (150 gpd per bedroom), the total Project septic system is engineered for 4,050 gpd. Current domestic water consumption (less the laundry) is estimated at 2,760 gpd for domestic use and 600 gpd for laundry utilizing a water recycling system.

A feasibility engineering report was prepared for the site, which calculated the estimated land area needed to service the site. A peer review of the septic feasibility report was also conducted and came to the same conclusions. The report identified that a 22,000-square-foot leach field would be sufficient. These calculations include the commercial laundry flows of 2,400 gallons per day. The commercial laundry has added a water recycling system, and the remaining laundry water discharge will be sent to dedicated greywater dispersion. The Project's units will include greywater systems removing significant septic flow from the feasibility report and diverting the greywater to on-site irrigation of native vegetation.

A backup septic field on the recorded easement at 7549 Henness Ridge Road includes approximately 32,000 square feet of leach field area. Additional area is available on the 15-acre parcel at 7555 Henness Ridge Road for replacement leach field area if needed. (Letter of Intent is attached.)

2.6 - Utilities

The Project will connect to existing underground electric service lines on the property and distribute power with underground cabling and ground-mounted transformers near the buildings. Propane tanks will be positioned near each building. Telephone service will be underground to each unit, and TV/internet will be via satellite dishes. The septic tanks and pods are underground with secured hatches for servicing. See Figure 2-1.

2.7 - Recreation Easement

A proposed easement will be offered to the adjacent condominium project of approximately 10,500 square feet to increase the local recreational land uses when the Project is approved and construction is finished.

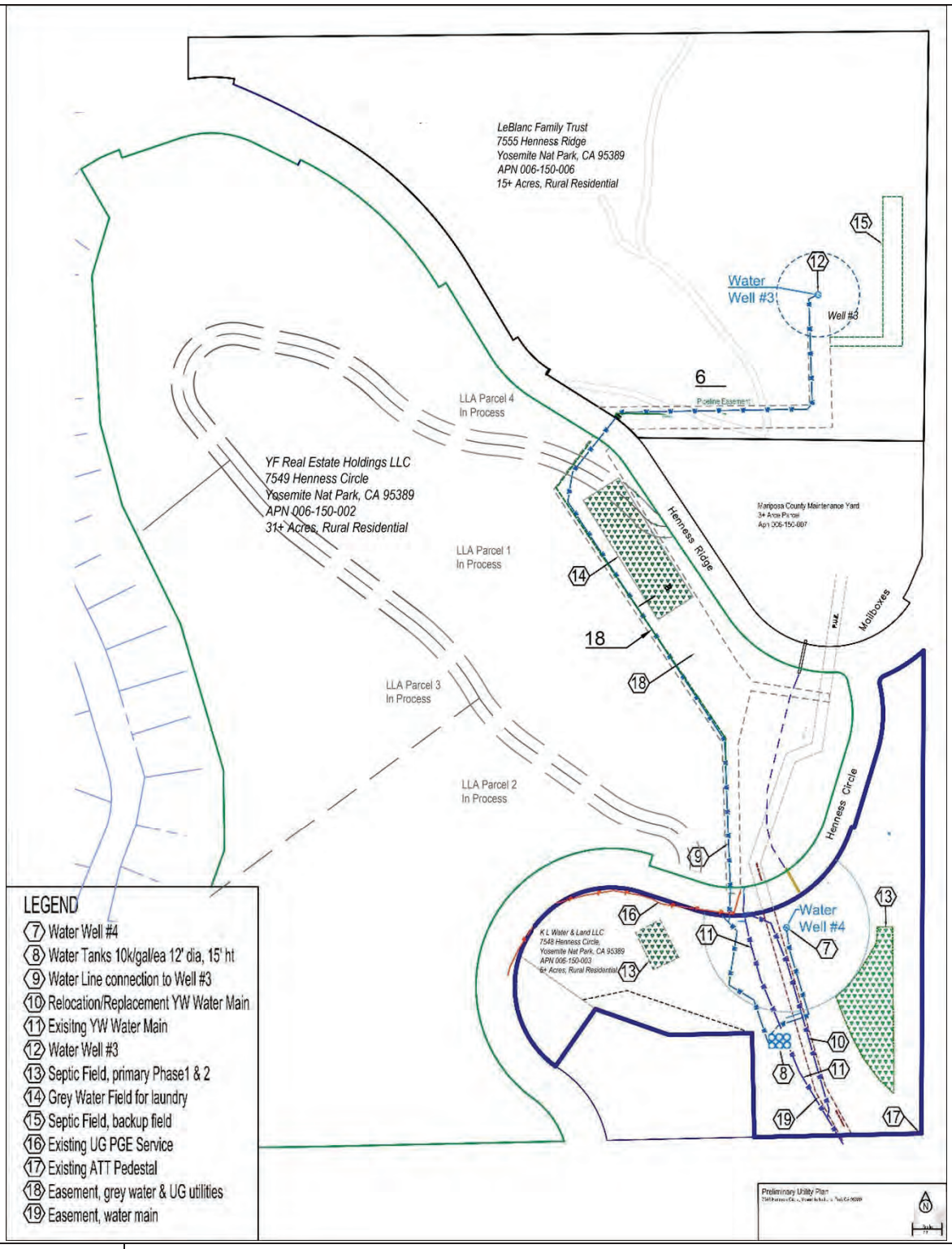


Figure 2-1
Project Utility Plan

2.8 - Building Details

The Project will be similar in style and building size to the existing residential area of Yosemite West. The existing and pending Pre-project improvements include three buildings: two houses and one detached garage. The Project will result in the addition of five buildings from 1,100 square feet to 2,750 square feet each. The multi-family units range from 600 to 1,050 square feet each. The table below and Figures 2-2 through 2-6 below details the square footage and contents of the proposed structures by phase.

Proposed Structures	*Square Feet*	*Baths*	*Bedrooms*	*Kitchens*	*Laundries*	*Occupancy*	*Parking*
Existing & Pending Improvements							
Primary Residence	5,500	7	6	1	2	8	6
Auxiliary Residence	3,850	5	4	1	2	6	7
Detached Garage & Storage	3,000	1	0	0	0	0	9
Totals	***12,350***	***13***	***10***	***2***	***4***	***14***	**22**
2/14/2022							
Project Improvements							
Staff Units (10) 1-Bed, 1-Bath	550	10	10	10	3	20	6
Staff Units (4) 2-Bed, 1-Bath	1,050	4	8	4	2	10	8
Garage Laundry & Apartment	Existing	2	1	1	8	2	4
Long Term Parking							13
Totals	***10,800***	***16***	***19***	***15***	***13***	***32***	**31**
Cumulative Totals	***23,150***	***29***	***29***	***17***	***17***	***46***	**53**

The Project design has placed the buildings near the public road without impeding traffic with parking to increase the open space and natural terrain. There are parking spaces under each apartment building, reducing the Project footprint.

All the buildings will be residential in style, similar to existing Yosemite West architecture. They are lower than existing building height limits in the community. The buildings will be set on the natural hillside to reduce building heights and grading. The Project provides 20 covered parking spaces and 33 outdoor spaces (53 total parking spaces) for 46 people living and working in Yosemite West. The Application proposes a maximum of 25,000 square feet of buildings built on 6.22 acres of land with modest slopes and vegetation. This equates to approximately 4,000 square feet of building space per acre. In comparison, Yosemite West Unit 1 is estimated to be closer to 10,000 square feet of building per acre.

Figure 2-2
Auxiliary Residence Elevations

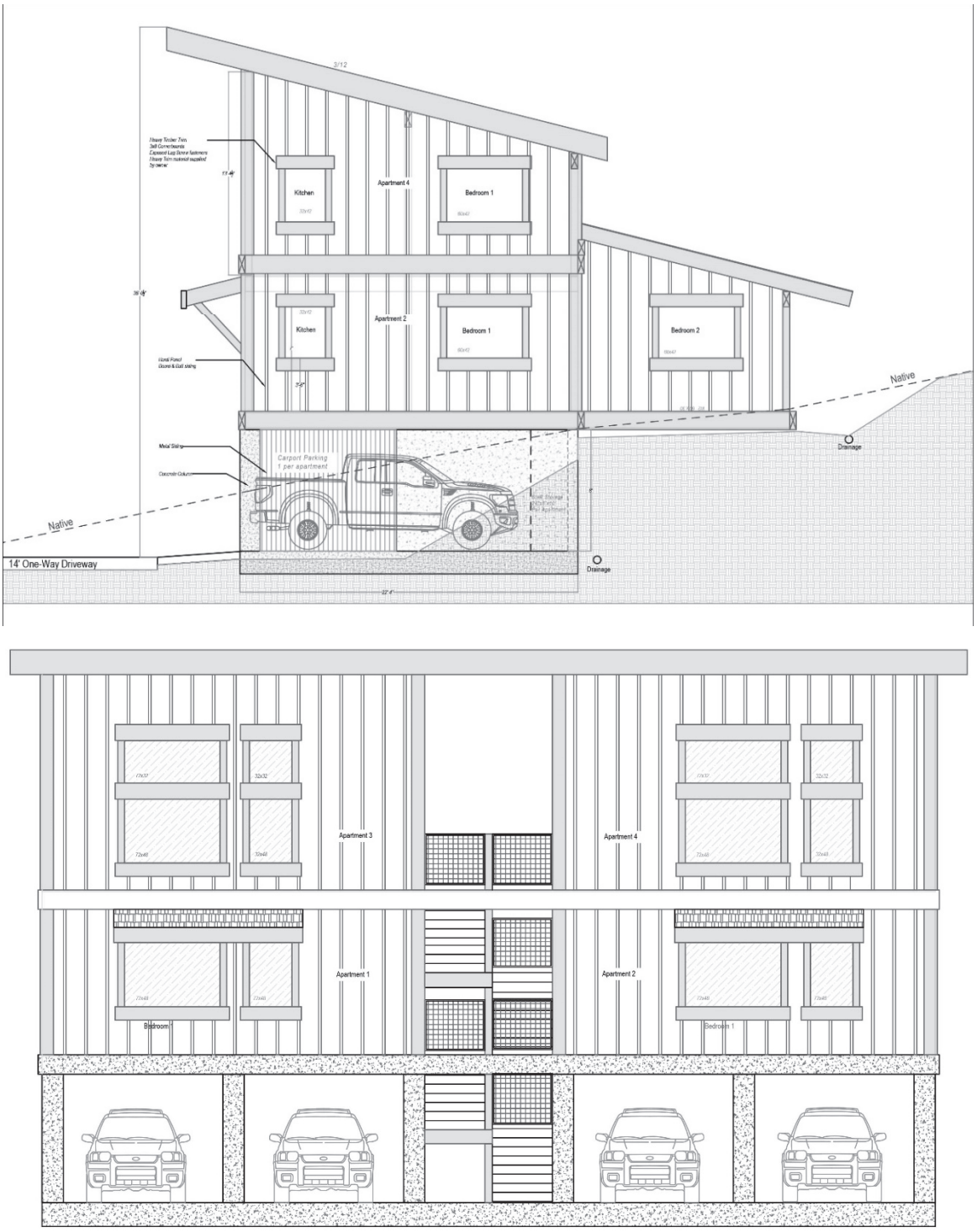


Figure 2-3
Typical Apartment Elevations

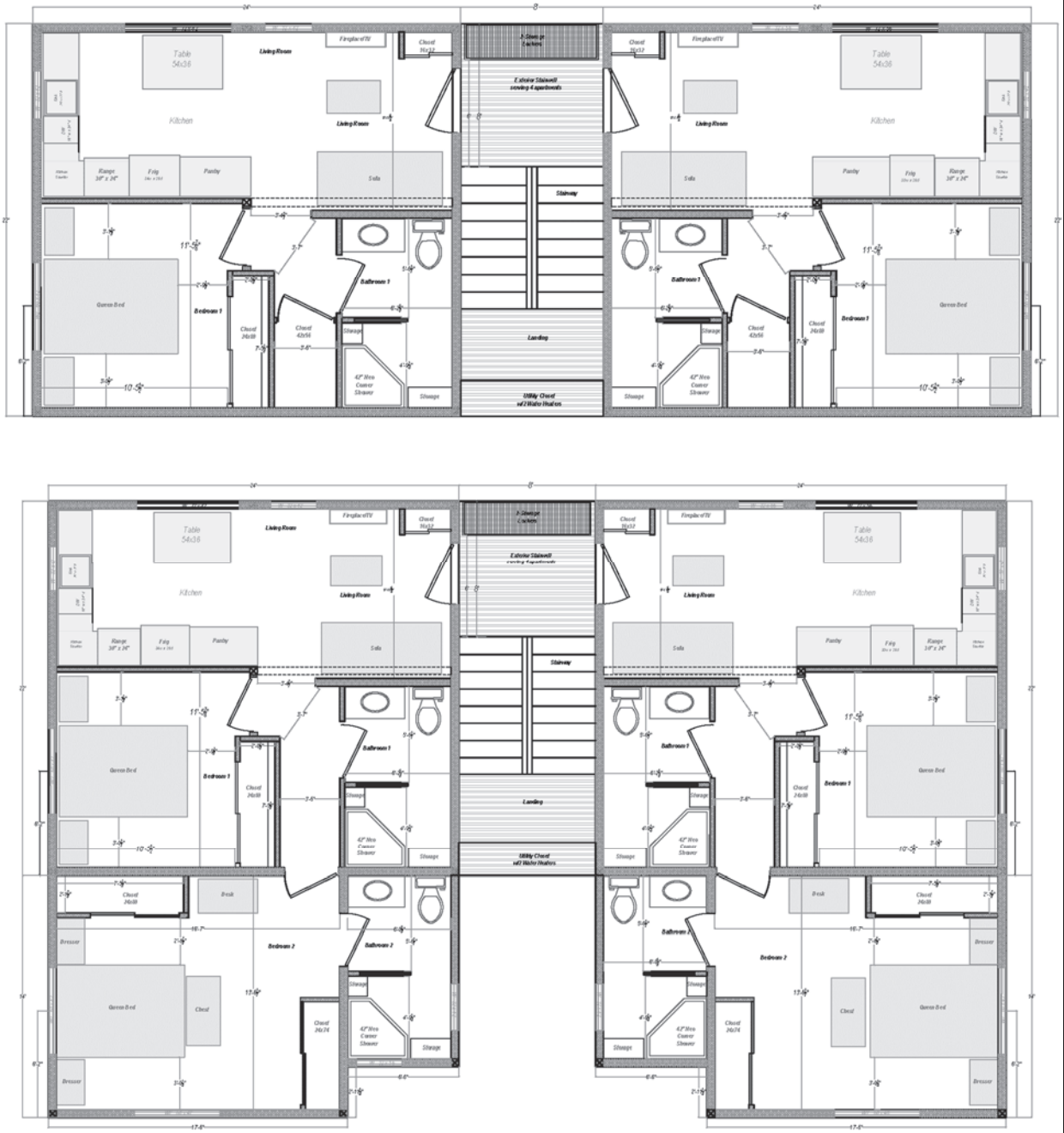
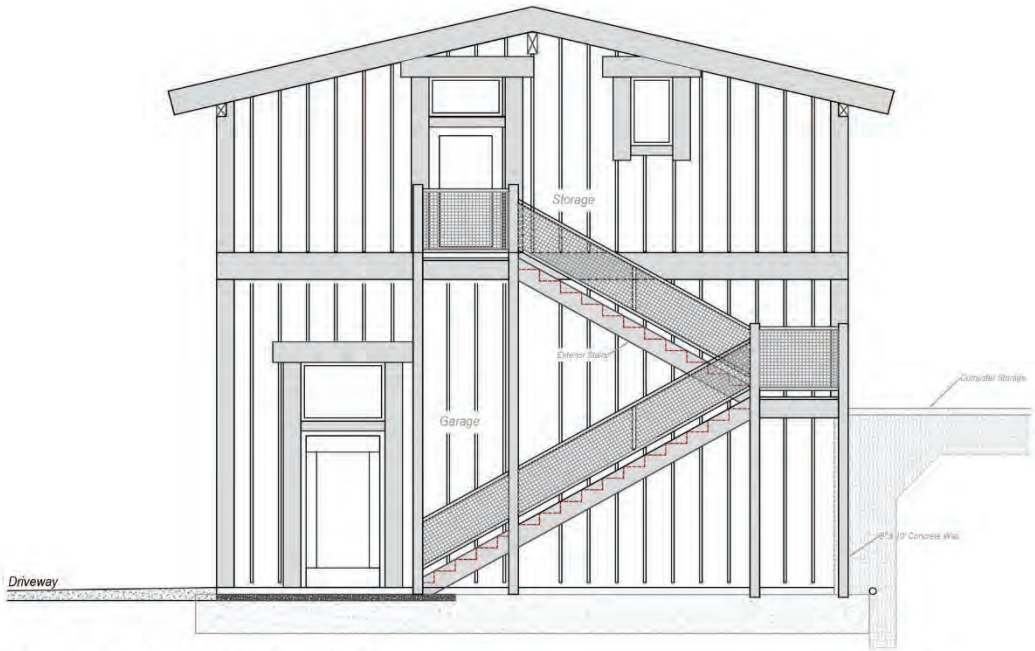


Figure 2-4
Typical Apartment Unit Floor Plan

Garage North Elevation



Garage West Elevation (street side)

Figure 2-5
Garage Facility Elevations

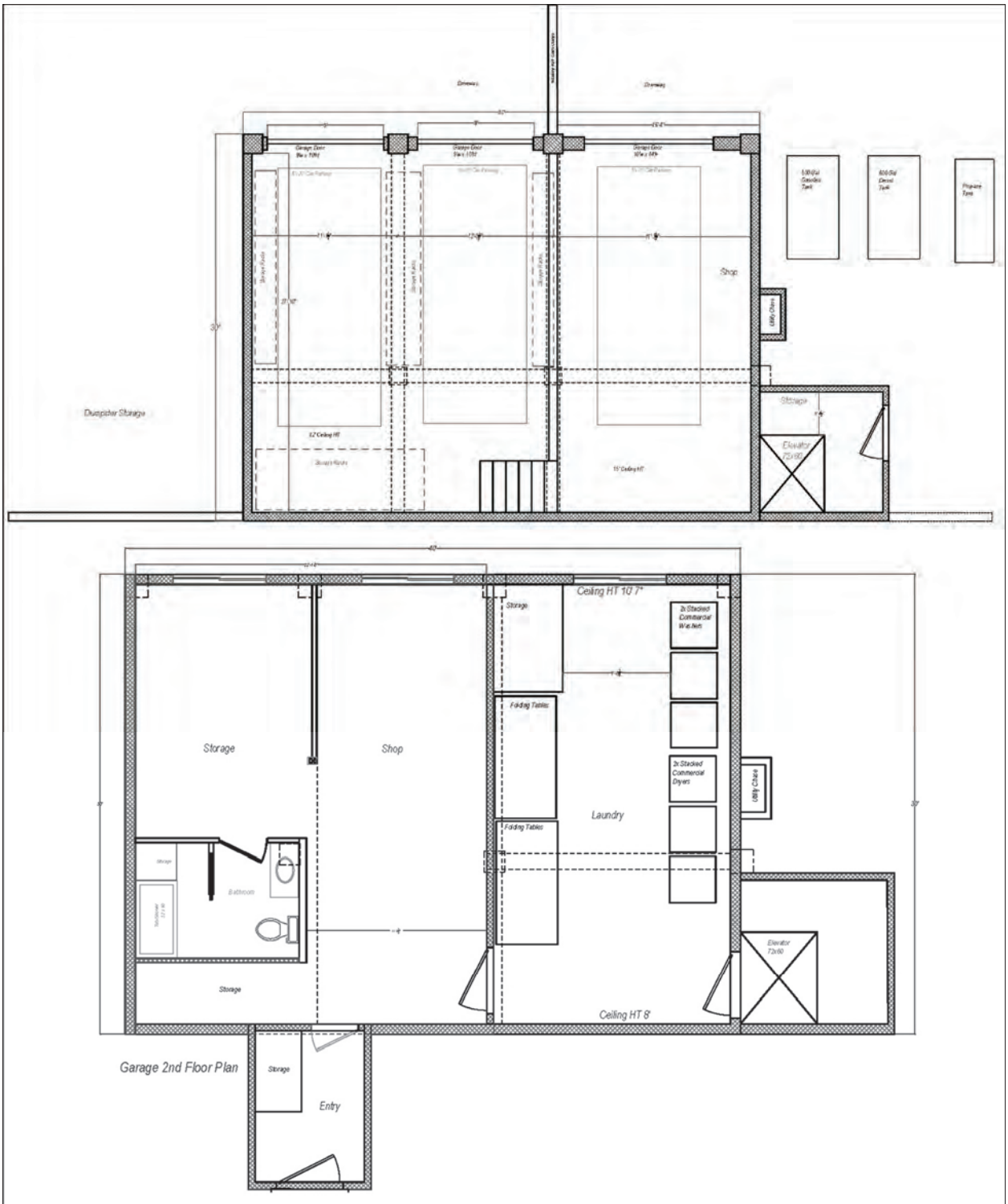


Figure 2-6
Garage Facility Floor Plan

2.9 - Access and Traffic

Access to the Project will consist of four driveways on Henness Circle, an asphalt road 24+ feet wide with integrated drainage curbs. The proposed driveways will be private roads built and maintained by the property owner. Snow removal will be performed by the Scenic Wonders staff using their three tractor snow blowers and two snowplows. The Project will also include engineered drainage to manage surface water flows.

The Access 1 driveway is a two-way paved driveway providing access to the auxiliary residence and two apartment buildings. It also creates an emergency parking lane next to the Project's fire hydrant. The Access 2 driveway is a one-way, loop road serving most of the planned buildings. The buildings include one underground parking space for each staff unit. The Project includes additional outdoor parking on the private drives.

Access 3 is a two-way driveway serving the garage, laundry, fuel storage, and a staff apartment. It includes seven outdoor parking spaces and three large garage parking spaces. The Access 4 driveway is used to service the dumpster storage area. It provides a large apron area for daily use by Scenic Wonders staff and regular dumpster service without vehicles backing out into Henness Circle.

This provides ample space on the subject property to allow access to the Project without backing out.[2] The design of driveways along Henness Circle are also along more visible portions of the roadway to provide proper warning to vehicle traffic in the area. The Project has approximately 1,030 feet of road frontage, and the access encroachments use about 210 feet of the frontage on Henness Circle. According to the traffic study prepared for the Project, the proposed driveways provide appropriate site distance views along Henness Circle.

The Project has already improved traffic line of sight issues by removing dead trees, limbing, and brushing along critical areas of the property's frontage, as suggested in the traffic study. This allows increased line of sight and safety for vehicles on the public road. The Project's fuel reduction and forest cleanup will increase wintertime sunshine on the road, increasing the solar melting of snow.

Access #1 is a two-way, paved road, 24+ feet wide, with drainage sways on each side. The one-way loop driveway is also 24+ feet wide, allowing one-way traffic and additional parallel parking for staff and emergency vehicles if needed. The Project's driveways and road

[2] After review of comments from County Public Works and the public, the Project has revised building locations and parking areas to eliminate vehicles backing onto Henness Circle. All the parking and access to the Project will be done without any street parking or backing out into the public roadway. This current design has been reduced from the original six access drives originally proposed to four access points. Project parking has been revised to eliminate any use of the public roads for parking or backing out onto the street for egress.

systems will be a combination of concrete and asphalt paving to reduce dust and improve snow removal.

2.10 - Relocation of Solid Waste Dumpsters

The Project includes an area for dumpster storage and service. Approval of the Project will enable Scenic Wonders to move the existing dumpsters from the streets of Yosemite West Unit 1 to the storage area at the garage.[3] The garage and dumpster storage area is adjacent to the existing condominium parking lot.

2.11 - Drainage

Drainage facilities are proposed to be constructed in the developed portion of the property. The drainage system will direct existing and new Project runoff away from the buildings, parking areas, roads and leach fields. Once channeled, the runoff will be directed by an engineered drainage design to the existing County culverts running underneath Henness Circle. The runoff continues along the adjacent property's existing natural drainage course. An easement on the adjacent property will be recorded for additional drainage controls if necessary. (See attached Letter of Intent for Drainage Easement.)

2.12 - Landscaping

The Project's landscaping reflects the community pattern of native trees, bushes, and ground covers. An existing mature greenbelt is mostly retained in the plan as a visual shield between the Project and adjacent condominiums. The greywater discharge of the laundry will be used as irrigation for greenbelts to maintain healthy vegetation and reduce fire risks in the Project by maintaining well-irrigated and healthy native vegetation.

Hardscaping improvements of retaining walls, drainage systems, and retention ponds will use crushed rock sways, culverts, concrete, dry stack blocks, and native granite for construction materials similar to existing development in Yosemite West.

2.13 - Infrastructure Systems to be Independent of Yosemite West

The proposed Scenic Wonders Project will construct independent on-site water and sewer systems. It will connect to the on-site underground electric utility for service and use propane tanks for gas service. The phone service will be an extension of the existing on-site underground service.

The water and sewer systems will be a privately-owned, operated, and maintained utility system operated by the Mariposa County Public Works or a private licensed operator with State approvals. The landowner will pay all costs of operation. All services will comply with County, State, and federal requirements for public services.

[3] The dumpster storage driveway has been enlarged from previous proposals allowing service trucks to empty dumpsters without backing onto the public street.

A public water system application has been filed with the State Water Board to create a privately-owned and operated public water system for this Project.[4] The State Water Resources Control Board has processed the application and provided a preliminary letter of approval for the Project's new public water system. The Scenic Wonders public water system will be engineered, reviewed, permitted, and regulated by the State Water Board within the current property's entitlements.

An existing community water supply line connects the water storage tanks and the water pump station that runs through the Project parcel. Inspection of the existing pipeline within the property revealed it was approximately two feet deep in places, and the replacement waterline will be more than four feet deep for improved protection. The waterline is approximately 4,700 feet long, is a high-pressure underground pipeline, and has no known check valves or shut-off valves to prevent the water tanks above from draining with a line break. At the Applicant's expense, 430 feet of this waterline on the Project parcel will be replaced and relocated to the correct, existing, and recorded easement. Waterline relocation and replacement shall be at the direction, specifications, and inspection of Mariposa County Public Works. The completed waterline replacement will be owned, operated, and maintained by Public Works.

[4] The Applicant had filed a Request for Service for water from the Yosemite West District but has withdrawn the application for several reasons. We believe the District is unable to serve additional customers. It is a single water source system without enough supply to serve existing properties in the District, there are no backup electric generators and water storage is inadequate for the existing service. The District is under financed with a failed history of rate structures to properly maintain the water, sewer, and road systems.

SECTION 3 - PLANNING AND ZONING

3.1 - Special Plan - Yosemite West Mixed Use Zone

The Applicant is proposing a Special Plan for a zoning change, General Plan Amendment, and the creation of the Yosemite West Mixed-Use Zone to accommodate the unique nature of the proposed development. Considering that the Project has multiple uses which do not fit into one designation, the Yosemite West Mixed-Use Zone is the most appropriate. The Yosemite West Mixed-Use Zone is utilized to establish proposed development and uses which do not necessarily fit within a designation in the General Plan while allowing flexibility for a unique development proposal to comply with General Plan policies and goals. In this case, the mix of employee housing and supportive resort uses for the transient occupancy enterprise within the Yosemite West area warrants a Special Plan Area designation.

The Project site is currently designated as Rural Residential within the Mariposa County General Plan (General Plan) and is located within Unit #2 of the Yosemite West Special Planning Area. According to the General Plan, Yosemite West is a subdivision located near Glacier Point Road adjoining Yosemite National Park. This subdivision is primarily resort homes. The only public access to the subdivision is through Yosemite National Park and over a County-maintained two-way, asphalt paved, 24'+ wide road for which the National Park Service issued a special use permit. An existing one-lane, dirt "Fire Motorway" also connects Yosemite West's Azalea Road with the National Environmental Science Center and SR 41, which has been used for emergency access and has been maintained by NPS over the years.

The Special Plan was not adopted for the Yosemite West Plan Area, although a public review draft was released and was scheduled for a workshop before the Board of Supervisors in October 2008 but was canceled. However, the Draft Yosemite West Plan Area does have some policies that provide guidance for the preferred development of the area, according to the Planning Advisory Committee as well as the County. The Special Plan was never adopted or implemented by Mariposa County.

3.2 - Consistency with Adopted Plans

The uses proposed for the Project are consistent with the Yosemite West draft plan goals as well as the goals listed within the General Plan. However, this General Plan Amendment with a zone change to further classify the mix of uses proposed for the Project is a density of approximately three dwelling units per acre.

The Project is consistent with, but not limited to, the following goals listed within the Mariposa County General Plan:

Goal 5-1: Maintain the rural character of Mariposa County.

Goal 5-2: Create land use density and development patterns to manage growth in patterns avoiding sprawl.

Goal 5-3: Integrate transportation and land use decisions to achieve the County's managed growth objectives.

Goal 5-4: Designate land areas and establish siting criteria to enhance economic opportunities.

Goal 5-6: Designate land areas and establish siting criteria for the management of natural resources.

Goal 9-1: All development shall have safe and adequate access.

Goal 9-5: Adequate water and wastewater services shall be provided to properties in the County.

Goal 13-1: Preserve, protect, and enhance regional tourism opportunities and resources.

Goal 13-5: Provide job growth and sustain County revenues by enhancing and expanding the visitor-serving sectors of the economy.

3.3 - Zoning Standards

The site is currently zoned Rural Residential Zone (RRZ), and therefore, a Special Plan (SP) is permitted (Chapter 17.128.020). The Project development will require the SP designation. The Project exceeds the dwelling density allowed within the RRZ designation and includes commercial services. The proposed Special Plan project will combine Multi-Family Residential (MFR) and General Commercial (GC) in a new Yosemite West Mixed-Use Zone for the Project's multi-family housing units, in-house laundry services, private vehicle storage, maintenance shop, fuel storage, dumpster storage, and private office space.

The proposed standards within the requested Yosemite West Mixed-Use Zone include:

- <u>Permitted Uses:</u>
  - Multi-Family units up to four dwelling units per acre.
  - Laundromats not for public use.
  - Maintenance support facilities for servicing local home enterprises.
  - Private office space.
  - Self-storage facilities for private use.

- <u>Conditional Uses</u>
  - Bulk Storage of gasoline, propane, or similar petroleum products for private use.

- Development Standards

  - Structure Height: no building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.
  - Setbacks from Property Lines and Streets for Residential Uses:

    - Street and front yard: the front yard setback shall be a minimum of 55 feet from the centerline of a local street or state highway and a minimum of 25 feet from the nearest point on a front property line or edge of any right-of-way boundary of a local street or state highway.
    - Side yard: the side yard setback shall be a minimum of 15 feet from a side property line.
    - Rear yard: the rear yard setback shall be a minimum of 20 feet from a rear property line.
    - Building to building setbacks shall be a minimum of 15 feet.
    - Project signage (excluding address and traffic signs) shall be limited to three separate signs on the Project site. Total signage area not to exceed 50 square feet. Neon signs shall not be permitted.

  - Commercial development will not exceed a total of 5,000 square feet of building space.
  - Multi-Family Housing development will not exceed a total of 4,000 square feet per building.
  - Total development will not exceed 25,000 square feet of building space.
  - Outdoor lighting shall use Dark Sky Friendly fixtures.

- Permitting and Construction

  - All building construction shall conform with Mariposa County Building, Health, Public Works, and Planning Codes, CALFIRE, and California State and federal codes for residential, multi-family, in-house laundry, fuel storage, maintenance facilities, and ADA safety and access requirements
  - Project development, grading, and drainage plans shall be designed to current building standards and approved by the appropriate Mariposa County Departments.
  - Septic/sewage systems to be installed prior to building permits.

3.4 - Compatibility with Surrounding Area

The Scenic Wonders Project will be similar to the community as residential use and style. It will better manage the existing vacation rental service needs of laundry, bulk storage, fuel storage, and equipment storage used and needed in the community. The proposed Project would be an extension of the existing tourism industry already established and permitted within the area. It will help serve the community's future growth for the approximately 111 undeveloped lots. Businesses nationwide and Mariposa County are facing the same problems

of local employee housing shortages to support their local businesses. The Project will allow for an organized and efficient employee housing situation that will reduce some of the traffic from employees traveling to other parts of the region. Relocating the staff housing, operations, dumpsters, laundry, and storage facilities to this new location will reduce local traffic trips and ancillary impacts on the residential Unit 1 of Yosemite West. The Project is adjacent to the existing 48-unit Yosemite West Condominiums, a multi-family residential project on a Rural Residential parcel with parking lots, a storage garage, and a density of approximately 34 units per acre. The Scenic Project only has three+ units per acre.

Furthermore, the proposed Project would provide accessory support for the existing tourism business currently operated by the Applicant. The proposed garage and laundry facility will provide much-needed centralized operations for the support staff of the business. With modest-sized buildings no larger than existing homes in Yosemite West, the Project design reflects the character and look of the existing community while utilizing the same setbacks and height limitations as existing homes within Yosemite West.

The General Plan outlines the area's future development as maintaining this type of character. Based on that understanding, the construction of all the proposed structures would follow a similar rural residential construction character present within the Yosemite West area. The Project intends to further support and enhance the existing conditions that are present within the area while providing for more local employee housing.

3.5 - Fire Service Plan

The Project will meet and exceed the current Rural Wildfire Regulations of Mariposa County, including Titles 8, 16, 17, and the National Fire Protection Association (NFPA) 1142. The property will also adhere to State LE-100 codes of maintaining defensible space for all structures.

Mariposa County adopted the Community Wildfire Protection Plan (CWPP) in February 2021 (see Attachment). The CWPP is the County's primary reference for strategic wildfire planning and guide to future planning, prevention, and mitigation activities. In addition, the Yosemite West Community Wildfire Protection Plan adopted in 2008 (see Attachment) provides guidance with fire mitigation goals and objectives.

<u>Mariposa County Community Wildfire Protection Plan (CWPP) Feb 2021</u>

"*The goals of the Mariposa County CWPP are:*

1. *Inclusivity. Reduce wildfire risk to the County by identifying communities in the wildland-urban interface and including their needs in the planning process.*
2. *Safety. Improve public and first responder safety through coordinated planning, education, and response measures.*
3. *Adaptation. Reduce ignitability of structures, critical infrastructure, and other values at risk to minimize losses and damage from wildfire and improve local recovery.*

4. *Resilience. Increase the resilience of the environment to environmental shifts anticipated from climate change through innovative and long-term actions.*
5. *Collaboration. Provide an effective framework for partners and agencies to collaborate, leverage expertise, and prioritize projects on a regularly established schedule.*
6. *Action. Implement and track the CWPP to leverage successes for funding opportunities and resources.*
7. *Alignment. Align with relevant local, county, state, and federal plans to reinforce mutually compatible wildfire risk reduction goals*."

Note- The CWPP incorrectly states the Yosemite West utilities are "All Above" ground. Correcting this fact will improve the scoring of the Community Risk Rating.

<u>Yosemite West Community Wildfire Protection Plan Nov 2007</u>

"The primary mitigation goals are:

- *To provide for firefighters and public safety.*
- *To protect public and private property and cultural and natural resources.*
- *To coordinate efforts to secure adequate funding for fuels treatment.*
- *To implement a Fire-Safe program.*
- *To improve overall forest health.*
- *To improve natural water courses.*
- *To improve wildlife habitat."*

The Scenic Wonders Project contributes to several elements of Wildfire Protection outlined in these plans.

It will improve conditions for firefighters and public safety by improving communication with the traveling public for emergencies and evacuations in Yosemite West. Scenic Wonders currently manages over 74 homes and 37 condominiums in the community. The Project will be supported by 50,000 gallons of water storage and a fire hydrant in a vital area void of hydrants. The additional water storage and backup generators for wells will increase the water supply for firefighters in the community. The Project fuel storage will add a backup source for emergency vehicles in this remote area.

The Project follows the fire-safe principles of the CWPPs by creating large defensible space around the structures. We have already removed over 1,500 cu/yds of wood debris and conducted significant shaded fuel treatment on the Project parcel. The Project will continue these efforts with additional forest thinning, limbing, and fuel reduction in the northern section of the 6+ acre parcel.

Project Parcel Before Fuel Reduction

Project Site After Fuel Reduction

In addition, the 15-acre parcel at 7555 Henness Ridge Road has performed extensive fuel reduction, dead tree removal, and installed fuel break trails to reduce fire spread and increase access to the perimeter of the community. The proposed Project will include additional fuel reduction efforts on this property adjacent to and below the main egress of Yosemite West.

These private fuel reduction projects complement the existing fuel reduction and fuel breaks created on adjacent forest parcels to the north and west of the community. Significant progress with perimeter fuel management on the large parcels has been conducted and continues to the north and west boundaries of Yosemite West. These private fire safety and forest thinning projects have improved the defensible space and firefighting access around Yosemite West.

The Project will include additional forest work and installing a greywater dispersion system from the commercial laundry to maintain a healthy greenbelt between the Project and adjacent condominiums.

Scenic Wonders will create and implement an Evacuation Plan for their guests and staff. The Evacuation Plan will coordinate will the local authorities for evacuation events. It will start with placing multi-lingual notices in all rental units they manage with emergency and evacuation information. An additional system of guest notification will enhance the existing company cellular and email guest communication system that includes each guest's cell number and email. It will notify guests of current threats; Nixle Alerts, red flag days, high-wind events, snowstorms, road closures, and current fire conditions. Scenic Wonders will also register the landline in each rental they manage with the current County emergency notification system of reverse 911 and/or Nixle. The Evacuation Plan will also include adding PA systems on two Scenic Wonders' vehicles to enable broadcasting verbal instructions while driving thru the community during emergency evaluation events under the direction of the incident commanders.

Establishing and maintaining lines of communication with guests is a critical element of fire safety in Yosemite West. Nearly 70 percent of the housing units in Yosemite West are vacation rentals used by the traveling public. This population changes with each reservation. The traveling public needs a robust communication system to be ready for emergency events and evacuations. Creating the Scenic Wonders housing project will improve coordination with the staff and local agencies, which will improve communication with the traveling public.

The Evacuation Plan will be one part of the Scenic Wonders employee training program. The staff and managers of this housing project will be trained in procedures of guest communications and wildland fire practices to help protect the Scenic Wonders Project and reduce its spread to the community. Training will include personal safety practices, fire hose and equipment use, monitoring and troubleshooting of the Project's water system components, and communication protocols with local agencies.

The currently intended further development and the Scenic Wonders Project will add to the community fire safety defenses by creating an independent water system including two wells, backup generators, a total of 50,000 gallons of water storage, and a new fire hydrant near the public road. A fire hose house will be installed near the new hydrant, extending the existing community system of fire hose containers.

Upon completion of the Project, Scenic Wonders will provide and maintain truck- or trailer-mounted fire equipment with a portable water tank, portable fire pump, hoses, fittings, and safety gear to quickly suppress fire within the Scenic Wonders Project. Equipment will be available for use by the local fire authorities if needed. The backup water source, Well #3 (47+ gpm), will include an automatic electric backup generator and 5,000-gallon storage for water tenders for use by the local fire authority.

The Scenic Wonders Project water system will be underground or within fire-resistant buildings or structures. The water system will operate unattended with backup electricity for supplying local firefighters even if the Project is evacuated.

The on-site fuel storage will be provided to emergency vehicles as needed, will be built to fire-safe standards, and will include containment systems.

Significant tree limbing has been performed to improve vehicle sight distance along Henness Circle per traffic consultant recommendations to improve traffic conditions. Additional fire safety work will continue through the life of the Scenic Wonders Project.

The Project design includes significant separation from existing developments, easy access and an adequate line of sight access to the public road, and a private 24-foot+ wide paved road system that meets fire and safety standards. The private road system will not exceed the 16 percent CALFIRE grade standard. It is a residential housing project with small four-unit buildings. All buildings will have a minimum 15-foot separation, on-site parking, WUI building standards, and on-site emergency vehicle parking.

Upon completion, the on-site, 50,000-gallon water storage system with a private well will deliver water to the Project's buildings, fire sprinklers, and hydrant. The on-site water well delivery system will include a backup generator and gravity feed water from the storage tanks to the buildings and hydrant. The new fire hydrant will be within 50 feet of the public road, visible from the street, and adjacent to a two-lane paved driveway allowing simultaneous emergency vehicle access to the hydrant and Project evacuation.

The Scenic Wonders Fire Safety Plan will add significant resources to the community, additional water storage, water wells with generators, a robust guest communication system for emergencies and evacuations, and continuing fuel management programs along the main egress of Yosemite West.

3.6 - Mitigation and Conservation

The Project has been reviewed by experienced engineers, planners, lawyers, and accredited specialists in biology, culture, engineering, traffic, water, sewage, air quality, and noise. Feasibility evaluations have been conducted and determined the site and proposed easements are adequate for managing parking, drainage, septic disposal, and water production. In addition, emergency equipment, communications, and operating plans have been proposed as an additional mitigation to improve public safety and reduce potential

Projects impacts. The studies have all determined "less than significant impacts" from the proposed Project.

The Project revisions implemented after the studies have been reviewed by the Project Planners, and they believe the revisions have not substantially affected the completed reports nor increased Project impacts. In addition, the Traffic Report has been revised to address the reduced laundry traffic, adjacent property Lot Line Adjustment, and public comments.

Short-term noise and dust will be reduced with several self-imposed controls. Construction with extreme noise-producing work such as rock drilling, chainsaw operations, and timber milling will be reduced to the hours of 8:00 a.m. to 5:00 p.m. daily.

The Project construction plan will include daily watering and dust reduction of access roads and work areas as needed. Dust-producing construction materials will be controlled with watering and covering as needed to reduce dust.

Long-term dust will be mitigated with paved roads and driveways. Long-term noise will be equal to or less than existing residences in Yosemite West. The community's history is that employee housing has produced fewer noise problems and complaints compared to the transient rental use of residences in the community.

3.7 - Easements

This proposed Project includes easements for underground utilities as backups to the planned on-site, self-contained improvements. See Figure 3-1. If needed, the Project parcel would be the grantee of the described easements for the defined uses. Letters of Intent by the property owners to grant the defined easements with the proper entitlement of the Project are attached for review.

At 7555 Henness Ridge Road, Easement #6 on the exhibit would be a 20-foot-wide, 13,000-square-foot area for underground water, septic, electric, and communication utilities if needed. If Well #4 is needed for the Scenic Wonders Water System in the future, a pipeline would be installed in this area. If an additional leach field area is required, the pipeline from the Project parcel will be installed in this area.

At 7555 Henness Ridge Road, Easement #15 on the exhibit would be a 16,900-square-foot easement for effluent dispersion if needed for the Project.

7549 Henness Circle contains an existing recorded easement, #18, for the benefit of the Project parcel for the use of installing underground water and effluent pipelines, electric services, and a greywater or septic field. The easement is 69,700+ square feet.

The Project site, 7548 Henness Circle, includes an existing easement, #20, which is a 20-foot-wide utility easement that will be protected or realigned to Mariposa County specifications.

7549 Henness Circle includes a proposed easement, #21, to be used for additional drainage controls if needed when engineering designs are completed upon Project entitlement.

At 7549 Henness Circle, Easement #21, a proposed easement of approximately 1920sf on the exhibit will be granted to the benefit of APN 006-150-003 at 7548 Henness Circle for the use of surface water drainage management. Easement #21 will be an exchange for the area #21-B which will be granted back to the original Parcel upon recording of area #21.

At 7549 Henness Circle, Easement #22, a proposed easement revision for the pending Lot Line Adjustment. The revisions will change the easement use to allow only underground utilities and vehicle access.

The existing YWMD water main on the property will be replaced and relocated within the easement.

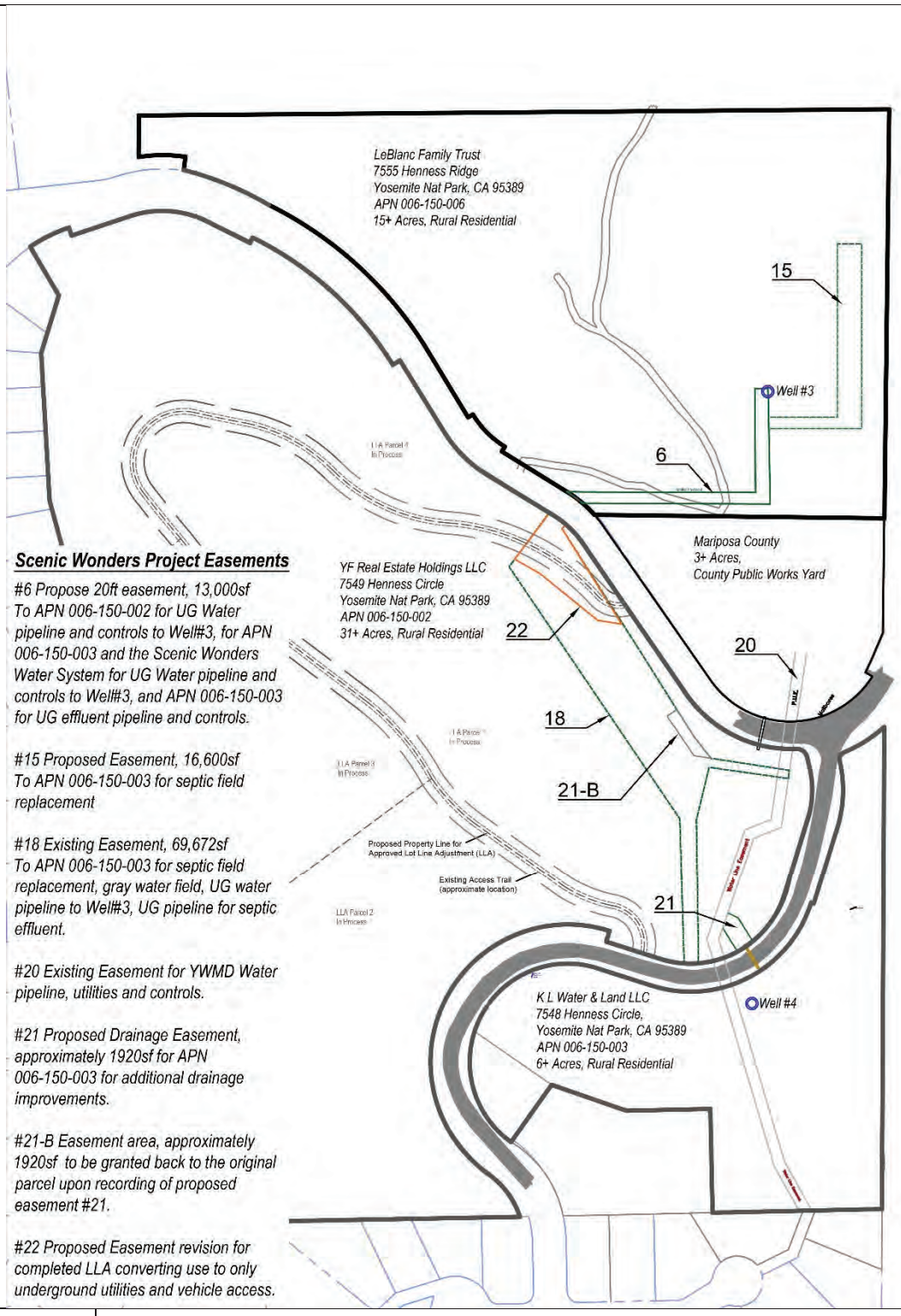


Figure 3-1
Project Easements

Summary of Reports

Air Report, VRP Technology

"The Project is located in the MCAB, which comprises seven air districts. Air quality for the County is regulated by the MCAPCD. The MCAB has been assigned either attainment on 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. As such, no impacts would occur. Furthermore, results of the analysis presented in Tables 7, 8, and 9 above indicate that emissions generated from construction or operation of the Project will not exceed the MCAPCD and SJVAPCD emission thresholds."

Biological, QK

"Significance After Mitigation. Implementation of the measures above would reduce project impacts to special-status animals to a less than significant level."

Cultural Resource Assessment, Sierra Valley Cultural Planning

"No cultural resources were identified as a result of this study. Therefore, it is unlikely that the proposed development project will have an effect on important archaeological, historical, or other cultural resources. No further cultural resources investigation is therefore recommended. In the unlikely event that buried archaeological deposits are encountered within 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."

Geotech Feasibility Salem Engineering

"Based on the soil/rock conditions encountered, the site is considered feasible for single-family residential construction. When the precise location of the proposed residences are known, SALEM should be contacted to provide a design level geotechnical engineering investigation". Note, the Scenic Wonders Project is planned with residential size and height buildings.

Noise Report

"Therefore, noise resulting from short-term, transient construction activity will not result in significant adverse impacts to nearby sensitive receptors."

"As a result, Project traffic will not create a significant impact at sensitive receptors in the study area. Therefore, no mitigation measures are needed."

"Based on the vibration velocity levels provided in Table 6, vibrations generated by the construction phase of the Project are considered less than significant."

Preliminary On-site Wastewater, Ridgeline Engineering

"Based on preliminary size figures, which are conservative, the site contains sufficient area to provide disposal field areas for both the Phase 1 and Phase 2 development as well as the required replacement areas."

Preliminary On-site Wastewater, QK Inc.

"Based on the findings mentioned in this letter, the proposed septic system is feasible to meet the Mariposa County policies. In the final design of the proposed septic system, the exact type and size of piping, and septic tanks, leech line trench, and construction details should be determined to meet Mariposa County policies."

Storm Drain Feasibility, QK Inc.

"*In the final storm drain design documents, I recommend a design professional prepare calculations, which should include the design volume needed for the proposed basing for attenuation and treatment of stormwater runoff. Also, the final storm drain design documents should include a method of discharging collected stormwater runoff at a rate not to exceed the equivalent of the existing stormwater peak flow rates. The proposed site plan appears to allow for plenty of stormwater drainage storage area to accommodate the needs of the Project."*

Traffic Report, JLB Traffic Engineering

Existing plus Project Traffic Conditions

- *It is recommended that the brush and trees within the 155 feet corner sight distance triangles of the westmost driveway be removed as part of this Project to improve visibility and traffic safety.*
- *JLB analyzed the location of the proposed access points relative to the existing local roads and driveways in the Project's vicinity. A review of the Project access points to be constructed indicates that they are located at points that minimize traffic operational impacts to the existing roadway network.*
- *At buildout, the proposed Project is estimated to generate a maximum of 136 daily trips, 8 a.m. peak hour trips and 11 p.m. peak hour trips.*
- *Under this scenario, all study intersections are projected to operate at an acceptable LOS during both peak periods."*

Well Analytics Report, Kenneth Schmidt and Associates

"*For Well No. 3, the total dissolved solids (TDS) concentration was 124 mg/l, and the water was calcium bicarbonate type. Concentrations of nitrate, iron, manganese, and arsenic were low, well below the respective MCLs. The alpha activity was 4.4 picocuries per liter, also well below the MCL. For Well No. 4, the TDS concentration was 109 mg/l, and the water was of*

calcium bicarbonate type. Concentrations of nitrate, iron, manganese, and arsenic were also well below the respective MCLs. The alpha activity was less than 1 picocurie per liter. This water thus appears of suitable quality for public supply."

Following the Drinking Water Division Well Capacity Determination Methods, following are the allocated yields of the tested wells.

Well No.	Pumping Rate at End of 10 days (gpm)	Half of 10-day Pumping Rate (gpm)
3	47	23.5
4	10	5
Total	57	28.5

Watershed Memo, Kenneth Schmidt and Associates

"For the LeBlanc/Scenic Wonders project, the projected water demand from well pumpage is 5.3 acre-feet (1,629,200 gallons) per year. Of this, about 4.9 acre-feet (1,498,900 gallons) would be returned as wastewater. Thus, the net consumption would only be .04 acre-foot per year. This is only about 0.01 percent of the average available groundwater in the Indian Creek Watershed."

3.8 - Summary of Benefits

The proposed Scenic Wonders Project is the solution to a Home Enterprise that is close to outgrowing the current zoning. It brings a Special Plan zoning amendment to a single parcel in Yosemite West. The Project location is removed from the existing Unit 1 residential areas. It supports current and future owners of vacation rentals in Yosemite West with an improved property management service.

This Project fills a huge void in the Yosemite West community with new employee housing and dedicated laundry service for the existing and future rental operations. The proposed Project will create less than significant impacts while reducing local traffic and delivery congestion within the residential Unit 1 area.

It will also reduce water and sewer flows in the stressed Yosemite West water and sewer system by moving laundry services from the rental units to a dedicated laundry service outside the Yosemite West Maintenance District. The dedicated laundry facility will also reduce community water consumption by recycling the water used in the laundry. The greywater discharge will be used for native species irrigation of an existing greenbelt and disposal in a dedicated leach field.

An on-site water and sewer system will be privately-owned and operated by licensed contractors without impacting the troubled Yosemite West Maintenance District systems. The Project's water and septic systems may be connected to an adjacent parcel that can

provide a backup water source and additional septic dispersion. If approved, the Scenic Wonders Project will add 50,000 gallons of water storage for their residents and community emergencies.

This development will also continue a significant fuel reduction program on the Project parcel to reduce fire threats along the public road. Additional fuel reduction will be completed on the owner's 15-acre parcel to reduce fire risk on the community's northern boundary.

The private water system will include an added fire hydrant along Henness Circle in an area without hydrants. The Project will include a modern communication system for Scenic Wonders guests to improve fire notifications, evacuation orders, extreme weather conditions, and road closures.

The Project fits the community character with residential housing units that are smaller buildings than many existing homes. It is less dense than Yosemite West Unit 1 and adjacent condominiums. It provides needed services and housing for jobs to support the vital hospitality industry of Mariposa County. The Project will also increase the production of local Transient Occupancy Tax revenues that support critical County services.

Yosemite's Scenic Wonders has been a vested business in Yosemite West for over 30 years. It has been the leader in the management of vacation rental homes by providing reliable service to homeowners with honest, hardworking staff dedicated to quality service. There is a significant shortage of employee housing in Yosemite West today, and the community is still growing. This Project will help fill the need of existing and future property owners with more management services and staff while providing numerous safety services and infrastructure improvements in the remote community of Yosemite West.

3.9 - Project Revisions and Comments

The Scenic Wonders Project has evolved over a six-year period. The property purchase process began in April of 2016, which required a Certificate of Compliance (COC). The COC included surveys, legal descriptions, soils testing, fuels management, and water exploration. The Grant Deed was recorded on July 5, 2018; the COC process was completed and recorded in November of 2018.

The on-site Well #4 was the second water well drilling on the Project site. The first well was a dry hole, inspected and sealed to county requirements. Well #4 was drilled to 946 feet in July 2016 and produced 15 gpm using air from the drilling rig. Well #4 was pump tested in the fall of 2019 (an extreme drought season) with simultaneous pump testing of Well #3 with no effect on each pump's water production. At the end of pumping, water samples were collected and evaluated for water quality (results in Well Analytics Report Wells 3 and 4).

The Project design began upon establishing a quality water source and completing soils testing results supporting residential buildings and on-site septic disposal. The primary need

of Scenic Wonders was to create, own and operate employee housing for its property management staff along with a commercial laundry to improve housekeeping services.

Alternative uses were considered for the property. A new multi-unit transient rental development, a high-density employee housing project for NPS or the Park Concession or large luxury residential homes on the six-acre site were evaluated. While the alternatives could be more profitable real estate ventures, they did not resolve the immediate and long-term needs of Scenic Wonders staffing and the Yosemite West rental community's rental property owners. The alternative uses created greater impacts of higher traffic volumes, greater water use and sewage disposal, more noise, air pollution, energy consumption, or added rental units in the community without improving workforce housing.

The first conceptual design for the Scenic Wonders employee housing project included two residences, a detached garage with laundry, and five multi-family buildings with a total of 16 units. Some of the buildings included curbside parking on Henness Circle Road. This reduced the footprint of the Project, but it required some vehicle traffic to back out onto the public road for egress. While this is common use in the Yosemite West subdivision, County staff did not support it for the proposed multi-family units.

The second Project design eliminated the street-front parking, moved those buildings back from the street, and created parking areas with three-point turnarounds on the property. It also included a one-way loop road where the buildings were relocated. The second design eliminated backing out onto the street, and it reduced the total number of apartments. The second design and revised Application includes two residences, a detached garage with laundry, and five multi-family buildings with a total of 14 staff units. The Project occupancy is planned for 46 full-time residents who live and work in the community.

This design has been reduced from the original six access drives originally proposed to four access points.[1] A previous version of the Project's proposed public use facilities includes an internet café, retail food sales, or a public meeting area. These uses have been removed from the Application due to early opposition comments by a few Yosemite West owners. This reduced the Project's potential noise, traffic, energy, water, and septic use.

The second Project design was refined and reviewed by QK Inc, and the General Plan Zoning Amendment (GPZA) Application was filed in July 2020. The filing included numerous studies and reports for biology, cultural resources, Geotech feasibility, preliminary wastewater evaluation, percolation tests, storm drain feasibility, traffic impacts, well analytics, preliminary grading, and the proposed site plan. The Mariposa County Planning Department hosted the Application and documents on their website and made public notice of the GPZA filing.

Ken LeBlanc reached out to the community to discuss the proposed Project at an ad-hoc scoping meeting. A conference call was scheduled for September 1, 2020, hosted by Ted Williams, President of the Yosemite West Property and Homeowners Inc., the local community organization. Supervisor Rosemarie Smallcombe, Ken LeBlanc, and several Yosemite West residents and landowners joined the conference call. Supervisor Smallcombe

provided an overview of the Project. The conference call continued with a discussion of several topics, including water resources, the Nature Bridge campus and fire station, rental noise, and Scenic Wonders' response to complaints.

Supervisor Smallcombe proposed that Scenic Wonders join the water district and contribute their water wells to the community. Scenic Wonders had filed a Request for Service with Public Works in August 2019; their response vacating the Request was received in August 2020. The YW sewer system operates with State NOVs and flow restrictions that prohibit new connections. Connecting the Project to the community water and sewer systems was not an option.

The YWHI Summer 2020 Newsletter informed members and the community of the 2020 GPZA filing. In addition, the YWPHI December 10, 2020 Newsletter informed residents of the status of the Scenic Wonders GPZA Application (see Attachments).

The Project has also been on several agendas and meetings of the Yosemite West Maintenance District Adversary Committee.

The GPZA Application and documents were made available to the public and appropriate agencies for comment shortly after the filing. Comments were received from numerous agencies and the public (see Attachments Public Comments, Agency Comments).

Agency comments included topics of septic easements, public water system vs. a new privately-owned system, driveway access and turnarounds, building addresses, one-way loop road, a truck turnaround for dumpster servicing, relocated water main to Public Works' standards, site plan requiring a civil stamp, drainage plan, road maintenance fees for multi-family use, commercial trucking permits from NPS, and septic system installation prior to building permit issuance. The revised GPZA and Project design have addressed these issues.

Public comments included topics of notice to the YWMDAC, inconsistent projects specs in Application (i.e., 6.22 acres vs. 7.26 acres), NPS approvals for Henness Ridge Road access permit, SB 1263 report, water main relocation, greywater leach lines locations, traffic report, fire safety of single access community, fuel storage, and overall traffic impacts. The revised GPZA and Project design address these issues.

<u>Scenic Wonders Project Revisions</u>

Conceptional design began with eight buildings (two houses, a garage with laundry, five apartment buildings), off-street parking, 5-10k/gal water tanks, a two-way loop driveway, and 35 parking spaces.

- Moved parking for three buildings away from street.
- Eliminated two apartments from Project plan.
- Changed two-way loop driveway to one-way with emergency vehicle parking.
- Reduced Project access driveways from six to four entrances.
- Removed the internet café and retail store uses.

- Moved garage building, added three-point turnarounds on the private driveways.
- Added fire hydrant near public street.
- The dumpster storage driveway has been enlarged, allowing service trucks to empty dumpsters without backing onto the public street.
- Revised water storage from 5-10k/gal tanks to 2-25k/gal tanks, moved location further from adjacent condominium building.
- Filed Preliminary Technical Report for new public water system. Attach Docs.
- Relocated septic and treatment tanks on property.
- Water recycle system added to commercial laundry, up to 80 percent water savings. Attach Docs.
- Air Quality and Greenhouse Gas Assessment completed
- Noise Study Report completed
- Revised Fire Safety Program for the Project.
- Added laundry system greywater dispersion to greenbelt.
- Added 18 parking spaces on the property, total 53.
- Added drainage settling pond easement if needed. Attach Docs.
- Project Traffic report updated with final specifications.
- Revised traffic impacts with reduced local trips by staff due to commercial laundry.
- Revised location of the Water Tanks access road
- Revised GPZA Application filed with Mariposa County Planning Dept.

3.10 - Technical Studies Prepared

The Applicant has commissioned the following technical reports to be used for the analysis of the Project by Mariposa County. They are included in the Application package.

- Preliminary On-site Wastewater Evaluation - Ridgeline Engineering, November 11, 2017
- Preliminary On-site Wastewater Evaluation, 2nd Review- QK Inc
- Soil Profile Logs and Percolation Tests, Project Parcel - Salem Engineering Group, February 15, 2017
- Soil Profile Logs and Percolation Tests, YC Parcel, Greywater Field - Salem Engineering Group,
- Geotechnical Feasibility Letter - Salem Engineering Group, July 17, 2018
- Well Analytics Report - Moore Twining Associates, Inc., February 28, 2018
- Biological Analysis Report - QK, August 2019
- Traffic Impact Study - JLB Traffic Engineering Inc.
- Cultural Resources Study - Sierra Valley Cultural Planning
- Storm Drain Feasibility Letter, QK
- Air Quality Report
- Noise Study
- Water Wells Analytics Reports, Watershed Memo - Kenneth Schmidt Associates
- Water System Preliminary Technical Reports (SB 1263 Report) - QK
- State Water Resources Control Board Review Letter

3.11 - Project Applications, Discretionary Determinations, Entitlements and Permits

A successful Project entitlement and execution will require:

- Discretionary Determinations
- General Plan Zoning Amendment (GPZA) Review and Recommendation, CEQA Determination by the Mariposa County Planning Commission
- Resolution by BOS, Ordinance by BOS, CEQA Determination by BOS, EIR Certification
- GPZA Planning Commission Approval by the Mariposa County Board of Supervisors
- State Water Board Operating Permit
- NPS acknowledgment of Hennness Ridge Access Permit
- Legal Descriptions and recording of easements
- Building Permits
- Timberland Conversion
- Wastewater Permits, Septic Permits
- Public Works Encroachment Permits
- CA State permits
- NPS Permits Commercial Trucking Permits as needed
- Spill Prevention, Control, and Countermeasure (SPCC) Plan (Fuel Tanks hazardous materials registration)
- TBD Additional necessary permits, approvals, and registrations

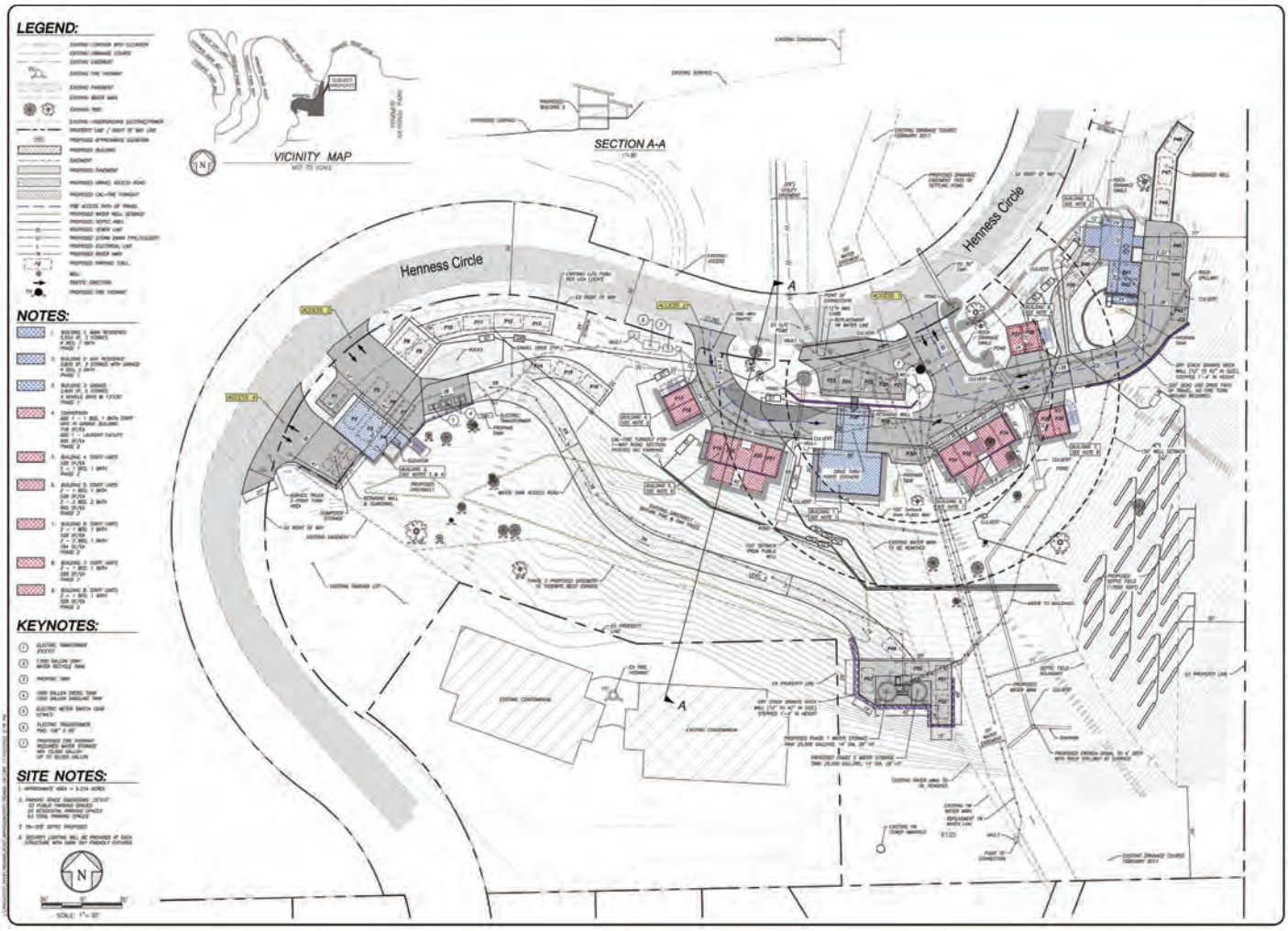
<u>Additional Attachments:</u>

- Preliminary Grading Plan, QK W/Civil Stamp
- Site Plan 24x36 format, QK W/Civil Stamp
- Preliminary Building Design, QK
- Agency Comments to July 2020 Application
- Public Comments to July 2020 Application
- Certificate of Compliance Documents
- Yosemite West Community Wildfire Protection Plan Nov 2007
- Letters of Consent for necessary Easements
- YWPHI Land Use Update Summer 2020
- YWPHI Newsletter 12/10/2020

Date: 11-10-22

Applicant - Kenneth LeBlanc, Managing Member
K L Water & Land LLC
7403 Yosemite Park Way,
Yosemite, CA 95389

Consultant - Steve Brandt, AICP
Principal Planner - QK
901 E. Main Street
Visalia, CA 93292



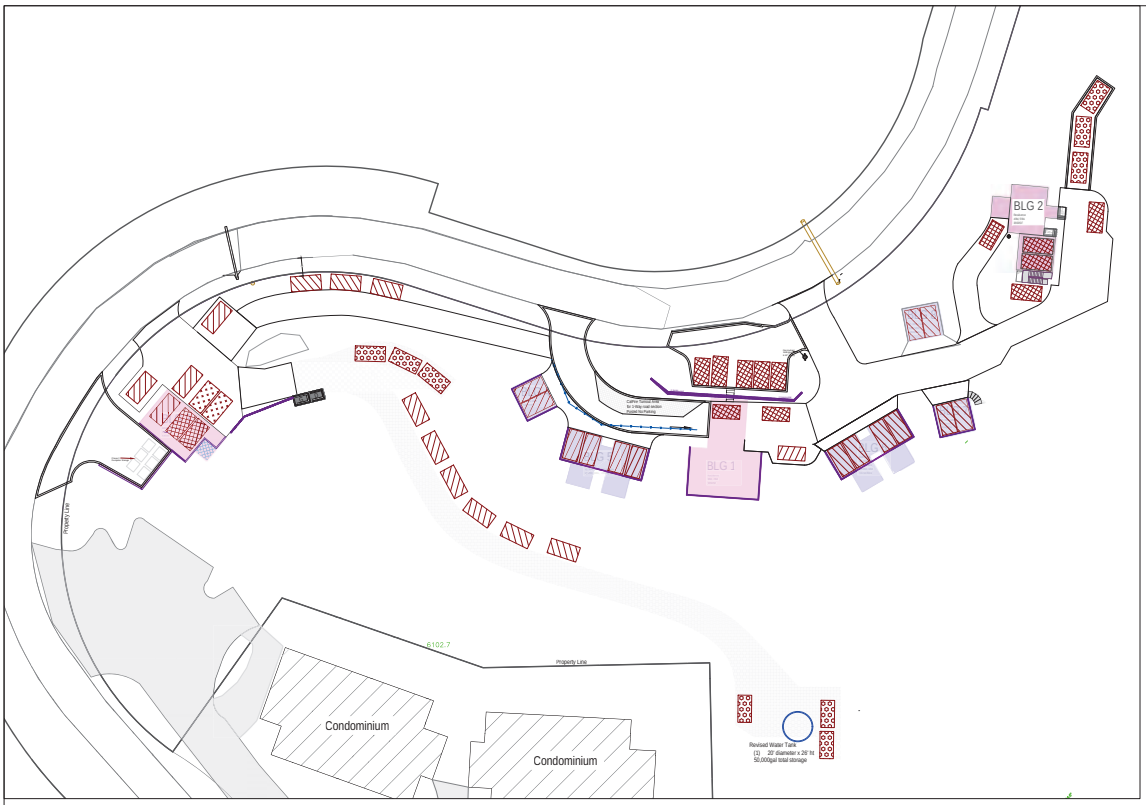
SCENIC WONDERS, INC.

YOSEMITE WEST PROJECT

SITE PLAN

1 of 1

PROGRESS SET - NOT FOR CONSTRUCTION



Phase 1 Parking- Blg 1 (7) spaces, Blg2 (5) spaces, Garage (2) spaces

Phase 2 Parking- Multi-Family (28) spaces

Phase 2 Parking- Laundry (2) spaces

Phase 2 Parking- Inline (9) spaces

Scenic Wonders Project
Parking Plan 4/27/23
7548 Henness Circle, Yosemite,
CA 95389

Design by YMB
Drawn By: Yosemite Mountain Builders Inc
L4847566
7520 Yosemite Park Way
Yosemite, CA 95389
209-405-0617
yosemitebuilder@gmail.com

Civil Engineering Report _____
By _____

Job No.

File: Scenic Wonders Project			Rev: 4/27/23
Parking Plan			P1

ATTACHMENT 2

Initial Study

County of Mariposa

California Environmental Quality Act
Initial Study

A. PROJECT INFORMATION:

Project Title: **General Plan/Zoning Amendment Application No. 2020-096/Site Plan Review Application No. 2023-064**

Lead Agency: Mariposa County

Date: August 10, 2023

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: Kenneth G. and Janet M. LeBlanc
1230 Hill Street, Santa Monica, CA 90405
Phone Number: (310) 740-6871
Email: ken@scenicwonders.com

Location: The property is located at 7548 Henness Circle, Yosemite, CA 95389 within the Yosemite West development area. This area is located immediately adjacent to Yosemite National Park. The Assessor's Parcel Number for the 6.22-acre project site is 006-150-003. The property is situated in the NW ¼ of Section 25, T.3 S., R. 20 E., MDBM. It is located on the El Capitan, California 7.5 Minute USGS Quadrangle (37°38'48.82" N and 119°42'54.15" W)

Additional parcels involved or potentially involved in project implementation are as follows:

APN 006-150-002; 7549 Henness Circle (31+ acres) and APN 006-150-006, 7555 Henness Ridge (15+ acres) Yosemite, CA 95389. These parcels are proposed to potentially contain infrastructure associated with the project.

Project Description: The project is proposed by Scenic Wonders to facilitate the functioning of its vacation rental management business in Yosemite West by providing housing for staff and centralization of certain activities, such as vacation rental laundry services. The 6.22-acre parcel is currently being developed with two residences and a garage, uses that are allowed by current zoning, which is Rural Residential. These uses are not discretionary and are approved through the ministerial permit process. This residential development is considered Phase I of overall site development. The site is in the Residential land use classification within the Yosemite West Special Planning Area. The additional parcels involved or potentially involved in project implementation are also zoned Rural

Residential and are located in the Residential land use classification within the Yosemite West Special Planning Area. The additional parcels are not proposed for reclassification or rezone.

To achieve the desired Phase II development on the project site, the project proponent proposes to reclassify the parcel to the Special Plan land use classification and rezone the parcel to a new zone called Yosemite West Mixed-Use Zone.

The new zone as proposed by the project proponents includes the following as permitted uses:

- Multi-family units up to four dwelling units per acre.
- Laundromats not for public use.
- Maintenance support facilities for servicing local home enterprises
- Private office space.
- Self-storage facilities for private use.

Conditional Uses are proposed to be:

- Bulk storage of gasoline, propane, or similar petroleum products for private use.

(Note: It is likely that single family residences and secondary residences as well as vacation rental and bed and breakfast uses will be added as permitted uses in the final version of the new mixed-use zoning text that will be considered for adoption. The addition of those uses, which are permitted by the land use classification and zoning that currently govern the property, will not alter the environmental analysis presented in this initial study.)

As noted, the new zoning will allow for the additional development of the 6.22-acre site as desired by the project proponent/property owner in order to provide central housing for the staff of Scenic Wonders, which provides services to the vacation rental sector in Yosemite West, including the condominiums located on an adjacent site. Additional uses are also proposed.

Site Plan Review:
Site plan review is part of this application in order to insure that the development scenario for the project site is consistent with the proposed new mixed-use zone and to establish a review and approval process for a specific site plan, which will be referenced in the approval of construction permits for the project should it be approved.

Proposed development is summarized as follows:

Employee Housing:
The project includes five multi-unit buildings; three small buildings of about 1,100 sq. ft. each would contain two 1-bed, 1-bath units; two larger buildings of about 2,400 sq. ft. each would contain four units each, two 1-bed, 1-bath and two 2-bed, 2-bath units. There will be a one-bed apartment unit in the laundry

facility structure. These facilities will total approximately 10,808 square feet. The units are proposed to house 32 people.

Laundry Facility:
The conversion of an existing garage building on the site will include the installation of a 600 sq. ft. laundry facility to be used to centralize laundry services for the vacation rental facilities managed by Scenic Wonders. The project proponents state that the laundry facility will save approximately 12,068 round trips per year to vacation homes within Yosemite West by Scenic Wonders housekeeping staff, which would be about a 63 percent reduction in local traffic.

Fuel Storage:
The project includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline, at the detached garage located on the project site. The storage tanks will be for private use by Scenic Wonders and emergency firefighter vehicles. The fuel storage systems will meet Fire Rated Aboveground Storage Tank standards and include secondary containment systems. The fuel storage will meet Aboveground Petroleum Storage Act requirements and will comply with the County's hazardous materials registration programs. The project proponent states the fuel storage systems will reduce regional traffic for refueling and will be a valuable asset in emergency and winter conditions. In the past, according to the proponents, extended periods of road closures have caused fuel shortages for vehicles and snow removal equipment.

Water System:
The project will operate with a privately-owned public water system licensed by the State Water Resources Control Board. The system will include two private water wells, storage tanks, control and warning systems, electric generators, heated well and tank sheds, and two new fire hydrants near Henness Circle. Preliminary approval of the private water system has been granted.

Two water storage tanks totaling 50,000 gallons will be installed on site to serve Phase I and Phase II development. In addition to providing current independent utility for existing operations of the site, the water storage will also be sufficient to accommodate the intended project uses and will serve as additional water reserves for local fire emergencies. There is currently a well (Well #4) on the 6.22-acre project site that produces 10 gallons per minute (gpm) with a State allocated five gpm. The project site also has available water near the adjacent property to the north with a second well (Well #3) that produces approximately 47 gpm with a State allocated 23.5 gpm. Pump testing of the wells did not affect the other well's flow production or Yosemite West Maintenance District's Well #9.

Septic System:
The proposed project's waste system includes a septic tank and a secondary treatment tank for each building with dedicated dispersion lines on the primary septic field of approximately 17,500 sq. ft. As part of the project development the septic system will be expanded with a progressive build for each new building. Individual septic tanks would be underground. The project

proponent submitted a septic system feasibility analysis that was prepared by QK and dated April 30, 2021. The analysis found that a 17,460 sq. ft. disposal area would be sufficient to meet project demand for an 11,340 sq. ft. area, which would include the single family residences currently under construction. (That analysis was based on a previous project design.)

Since the preparation of the septic system feasibility analysis, the project proponent has committed to a water recycling system for the laundry facility. The recycling system is proposed to recycle up to 80% of the laundry discharge. The remaining laundry water discharge will be sent to a dedicated greywater dispersion field. An area located at 7549 Henness Circle (APN 006-150-002), across the road from the project site, is identified on the project utility plan (Figure 2-1 in the written project narrative) as being available for laundry greywater, if needed.

The optional (as needed) phased water or septic expansion will include dedicated easements (recorded with entitlement) for expanding septic disposal onto the 15-acre parcel to the north at 7555 Henness Ridge Road (APN 006-150-006), if needed. It would utilize the existing easement on the 31-acre parcel across the street (7549 Henness Circle; APN 006-150-002) for underground plumbing to deliver effluent from site improvements to the 15-acre parcel. There is also a backup septic field on the recorded easement at 7549 Henness Circle that includes approximately 32,000 sq. ft. of leach field area.

Access and Traffic:
The project site is accessed from Henness Circle by four private driveways. (These driveways are shown on the project site plan.) Access 1 is a two-way paved driveway providing access to the auxiliary residence and two apartment buildings. It creates an emergency parking lane next to the project's fire hydrant. Access 2 is a one-way, loop road serving most of the planned buildings. Access 3 is a two-way driveway serving the garage, laundry, fuel storage, and a staff apartment. The Access 4 driveway is used to service the dumpster storage area. Access 1 would be paved and 24-feet wide. The one-way loop driveway will also be 24 feet wide and paved and will allow for one-way traffic and additional parallel parking for staff and emergency vehicles, if needed. Additional access points and driveways will be paved.

All driveways provide ample space on the project site to allow access to the project without vehicles backing out onto Henness Circle. This revision to the original project design is proposed to address concerns of the Mariposa County Public Works Department relating to vehicles backing out onto Henness Circle to exit the site.

Parking:
The project proposes 53 parking spaces with dimensions of 20'x10'. A revised parking plan submitted to Mariposa Planning by the project proponent on May 1 showed that the single family residences and the detached garage, which are permitted by existing zoning and are under construction or have been permitted, will use 14 parking spaces. (Single family construction is

considered to be Phase I of site development.) Twenty-eight (28) spaces will be available for use by the multi-family component of Phase II development, while two spaces will be utilized by the central laundry facility. Nine in-line parking spaces in three separate areas on the project site are proposed to be used for parking seasonal equipment.

Drainage:
Drainage facilities are proposed to be constructed in the developed portion of the property. Runoff from the project site will be directed by an engineered drainage design to the existing County culverts running underneath Henness Circle onto the adjacent property (7549 Henness Circle). The project proponent has executed a letter of intent to provide a drainage easement on the adjacent property, if needed when final civil engineering is completed following Project entitlement.

Total Square Footage of On-Site Structures:
The total square footage for Phase II structures, i.e. the multi-family units and the garage/laundry/apartment facility, will be approximately 10,800 sq. ft. Upon completion of Phase II, the total square footage for all habitable structures on the 6.22-acre project site, including the Phase I single family residences, will be approximately 23,150 sq. ft.

Project Goals:

The primary goals of the project are to address the need for affordable housing for its local workforce in Yosemite West while relocating some of the current operational impacts in the Yosemite West neighborhood from vacation rental activity to the project location.

The project proponent currently operates the vacation rental support business as a Rural Home Industry from the adjacent parcel that contains the 48 condominiums, which are used for vacation rental purposes.

As noted, the project proposes the centralization of laundry services for vacation rentals managed by Scenic Wonders onto the project site, which will have the effect of reducing vehicle trips in the Yosemite West community and reducing domestic water use in the Indian Creek watershed.

General Plan/Zoning

The project site is located in the Yosemite West Special Planning Study Area. The area is identified in the General Plan as a Special Planning Area. The General Plan states that the purpose of a Special Plan is to address the specific issues of local importance for the planning area. A Special Plan will eventually be developed for the area. Until then, interim land use regulations apply. The project site is currently located in the Residential land use classification (LUC) within the Yosemite West Planning Study Area as described in the Mariposa County General Plan. The project site is zoned Rural Residential.

In order to meet the objectives of the project, a general plan/zoning amendment is required. The project proposes the creation of the "Yosemite West Mixed-Use Zone" with a General Plan designation of Special Plan area, specific to the

subject 6.22-acre parcel. The Yosemite West Mixed-Use Zone is proposed in order to accommodate the dual uses of Multi-Family Residential and Light Commercial activities to serve the existing vacation rental businesses in Yosemite West.

Surrounding Land Uses:

North	3+ acres	Mariposa County Maintenance Yard
East		Yosemite National Park
South	1.3+ acres	Yosemite West Condominiums
West	31.94 acres	Vacant

Site Development Characteristics: Project site is located on a generally north-facing slope facing towards El Portal Road and the Merced River in Yosemite Valley. Elevations on the site range from 6,040 to 6,125 feet above sea level. The site contains three habitat types: Sierran mixed conifer, fresh emergent wetland, and urban.

Project Studies: The following studies and additional material submitted by the project proponent as part of the application for this project are 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. Recommendations and conclusions of these studies are discussed in this study and are part of the proposed project.

a. Geotechnical Engineering Investigation for Proposed Yosemite Cascades Development, NWC Henness Ridge Road and Henness Ridge Drive, SALEM Engineering Group, Inc., September 29, 2009.
b. Additional Soil Profile Logs and Percolation Test Results/Addendum #1, Proposed On-site Septic System, 7548 Henness Ridge Drive, Yosemite NP, Mariposa County, CA 95389, SALEM Engineering Group, Inc., February 15, 2017.
c. Preliminary On-site Wastewater Evaluation - Ridgeline Engineering, November 11, 2017.
d. Percolation Testing for Proposed On-site Septic Disposal System, Soil Profile Logs and Percolation Test Results, Mariposa County APN 006-150-002, Yosemite NP, Mariposa County, CA 95389, SALEM Engineering Group, Inc., February 28, 2018.
e. Geotechnical Feasibility Letter, Scenic Wonders Development, SALEM Engineering Group, Inc. July 17, 2018.
f. On-site Wastewater System Design, 7548 Henness Ridge, Yosemite Village, CA, Ridgeline Engineering, June 9, 2019.
g. Biological Analysis Report for Scenic Wonders, Inc., Scenic Wonders Project, Yosemite West, Mariposa County, QK, August 2019.
h. Cultural Resources Assessment for the Proposed Scenic Wonders Development at Yosemite West, Mariposa County California, Sierra Valley Cultural Planning, January 20, 2020. (Not available for public review)
i. Results of Fall 2019 Pump Tests of Yosemite West Wells for Kenneth LeBlanc, Kenneth D. Schmidt & Associates, March 2020.
j. Storm Drain Feasibility Letter, QK, July 8, 2020.

k. Aqua Recycle® System Information for Laundry Facility, 2021.
l. Scenic Wonders Preliminary Technical Report and technical appendices (submitted to the State Water Resources Control Board for permit for proposed water system), QK, August 2021.
m. Scenic Wonders Development Air Quality & Greenhouse Gas Impact Assessment, VRPA Technologies, Inc., August 2021.
n. Scenic Wonders Development Noise Study Report, VRPA Technologies, Inc., August 2021.
o. Watershed Evaluation memo, Kenneth D. Schmidt & Associates, September 24, 2021.
p. Letter from State Water Resources Control Board re: Preliminary Technical Report review under SB 1263 provisions, March 16, 2022.
q. Revised Traffic Impact Analysis, Scenic Wonders Project, JLB Traffic Engineering, Inc., September 27, 2022.
r. Letter of Intent for Proposed Modification to Recorded Property Easement, Yosemite Conservancy, August 29, 2022
s. Proposed Modification to Well and Easement Agreement with Scenic Wonders, Yosemite Conservancy, October 27, 2022.
t. Scenic Wonders, Mariposa County, Yosemite West Project Information, November 2022.
u. Geotechnical Engineering Investigation, Proposed Residential Development, Scenic Wonders Employee Housing, SALEM Engineering Group, Inc., November 16, 2022
v. Scenic Wonders Preliminary Grading Plan, QK, November 10, 2022.
w. Water Service Agreement with NatureBridge, KL Water & Land, LLC, January 20, 2023.
x. Scenic Wonders Snow Management Plan, Scenic Wonders, February 8, 2023.
y. Scenic Wonders Revised Parking Plan, April 27, 2023.
z. Fire Code Analysis for the Properties Located at 7548 Henness Circle, Yosemite National Park, CA 95389, Engineering Fire Protection, May 8, 2023.

Reference Documents: 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 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. Documents are also available at: https://www.mariposacounty.org/2455/Scenic-Wonders.

State Agency Project Approvals:

- State Water Resources Control Board – Division of Drinking Water – Drinking water permit.
- Regional Water Quality Control Board (RWQCB) – General Permit for Discharges of Storm Water Associated with Construction Activity.
- CAL FIRE – Emergency Evacuation Plan.

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*
M	*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	**M**	*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, Cultural Resources, Geology and Soils (septic system), and Transportation (intersection). Mitigation measures are proposed to reduce these potentially significant impacts to less than significant levels. These measures are shown in the Biological Resources, Cultural Resources, Geology and Soils, and Transportation sections of this study, and in Section D, Mitigation Monitoring.

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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: August 10, 2023

Title: Senior Planner Representing: County of Mariposa

Signature: Skip Strathearn

Figure 1
Project Vicinity Map

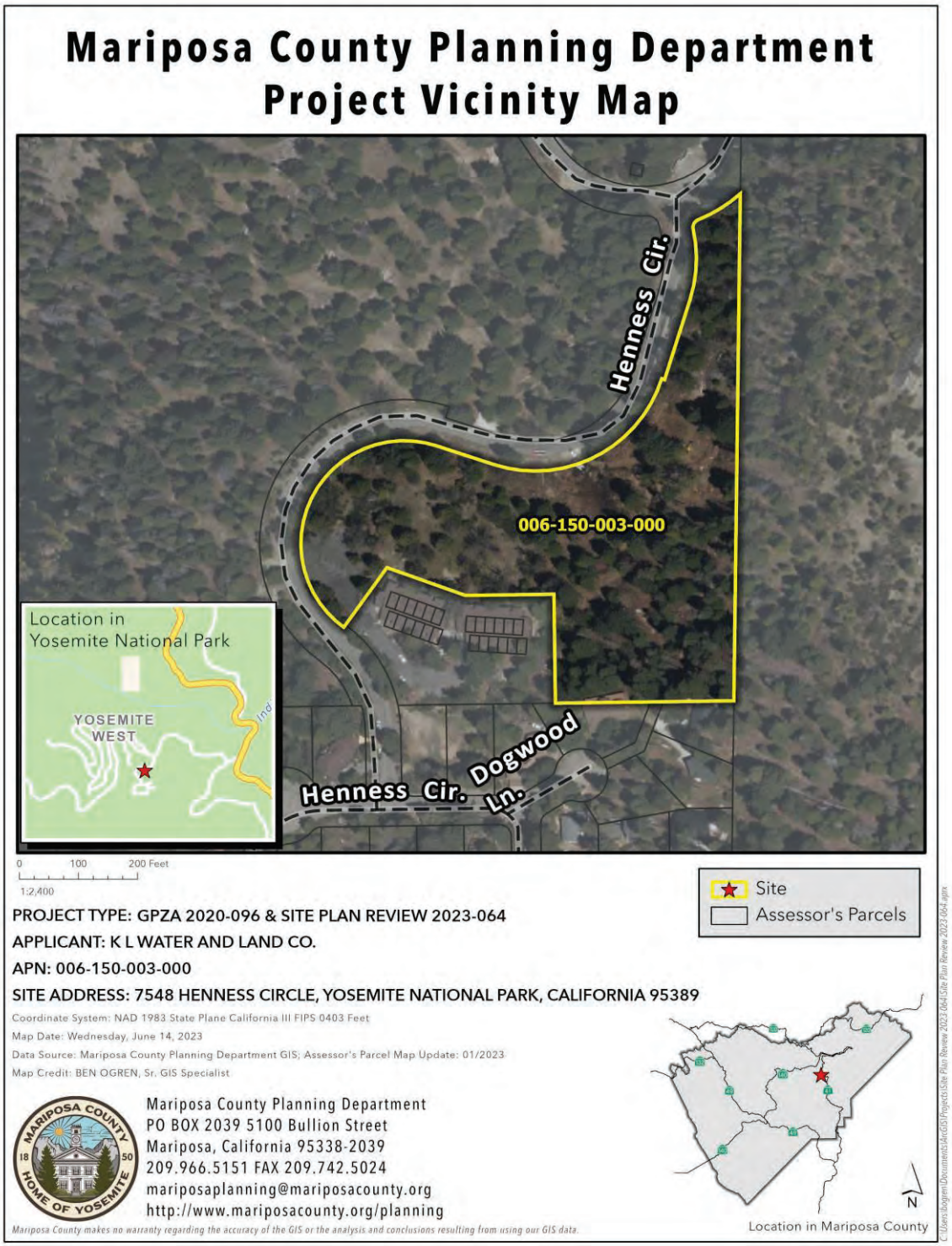

Figure 2
Additional Potentially Affected Parcels

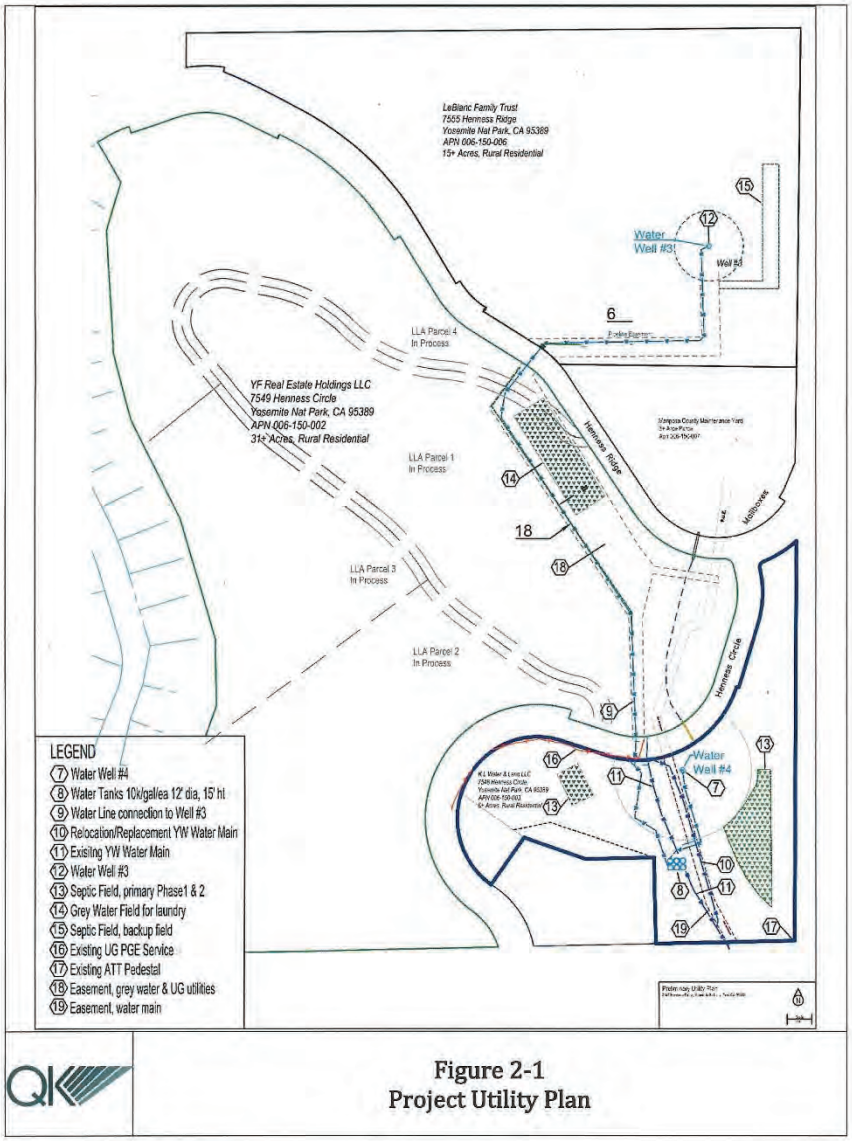

Figure 2-1
Project Utility Plan

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 in an area that is characterized by an alpine environment. The project parcel is located just north of a 48-unit condominium project. A portion of the Yosemite West Unit 1 single family residential subdivision is located to the south of the condominiums. The majority of the single family residential development is located to the west of the project site. A county equipment yard is located just to the north of the project site at the intersection of Henness Ridge Road and Henness Circle.

There are two elements involved in determining the level of significance of potential impacts to visual quality; the effect of the project on:

1) The rural character of the area, as that character is defined by the General Plan; and

2) Viewsheds in relation to the values expressed in the Mariposa County General Plan regarding noted types of sensitive landscape elements.

The General Plan EIR points of significance (Table 4.12-1, pg. 4-69) indicate potentially significant impacts will occur with development of *non-single family residential development* that does not adhere to related General Plan policies of Chapters 5, 7, 10, 11 and 14.

The primary and secondary residences under construction will be used as long-term rentals. This development will be accompanied by a detached garage with storage, parking, septic system service, water well and driveways and underground utilities. Roughly 12,350 square feet of building will be associated with this construction that is permitted by current zoning. There are currently no "apartment" units located in the Yosemite West area. The proposed zone change will allow for such development. The zone change would include structure height and site location standards, i.e. setbacks. Project signage (excluding address and traffic signs) would be restricted to three separate signs on the project site. Total signage would not exceed 50 square feet. No neon signs would be allowed. There are no specific design review standards currently governing the area.

The project proponent states that the project design has placed the buildings near the public road without impeding traffic, with parking to increase the open space and natural terrain. Parking spaces are proposed under each apartment building to reduce the project footprint. All the buildings will be residential in style, similar to existing Yosemite West architecture. The buildings will be set on the natural hillside to reduce building heights and grading. Twenty of the 53 proposed parking spaces would be covered. Maximum building development on the 6.22-acre site will total 25,000 square feet.

The proposed development of apartment and vacation rental service uses would not conflict from an aesthetics perspective with the goals, policies and implementation measures of the Mariposa County General Plan.

General Plan goals, policies and implementation measures most germane to this project are located in the Land Use and Conservation and Open Space chapters. Goal 5-1 in the Land Use Element states: *"Maintain the rural character of Mariposa County."* Policy 5-1a states: *"New development shall be in keeping with the County's rural character."* Implementation Measure 5-1a(1) states: *"Rural character for each of the planning areas is to be defined by Area Plans."* No such standards have been adopted for the Yosemite West area.

Goal 11-1 in the Conservation and Open Space chapter of the general plan states: *"Conserve the natural and scenic resources, and open space lands to protect and enhance the County's quality of life and character ensuring a viable economy."* This goal is followed by Policy 11-1a which states: "*Conserve natural and scenic resources through County programs and development standards."* Following implementation measures relate to the County's establishment of guidelines to protect and preserve rural character, scenic routes views and viewsheds. As noted, no such standards have been developed, nor has the Yosemite West area been defined as a scenic resource.

The nature of the residential project and associated development such as the laundry facility and the project's location in an area that has been extensively developed with single family residential and condominium uses, will preclude the project from impacting a pristine scenic vista. The project site is a significant distance from and not visible from the highway into Yosemite National Park through the Merced River Canyon. *Given these factors, the proposed project will have a less than significant impact on scenic vistas.*

1.b State Scenic Highway

A significant impact would be one that substantially damages scenic resources within a state scenic highway. Highway 140 is a designated state scenic highway from Mariposa to El Portal. However, the project is not adjacent to, or visible from, this 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. The project is located in an area that has been extensively development

with single family residential and condominium uses. 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 addition of the five new structures as would be allowed under the zone change does not have the potential to create new sources of substantial light or glare that would adversely affect day or nighttime views in the area. *Therefore, the project will have a less than significant impact.*

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. Due to its location, the project would 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. The project site is currently zoned Rural Residential. It is located within the Yosemite West Special Planning Study Area and is in the Residential Land Use Classification. The project proposes a rezone from Rural Residential to Yosemite West Mixed-Use Zone. The site is not zoned for forest land or timberland production. The project site 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 board 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 6.22-acre project site is currently zoned Rural Residential, meaning it can be developed with two residential structures and appurtenant residential facilities, and is therefore not considered forest land. The site has been historically contemplated for residential development and is not of sufficient size to warrant commercial tree harvesting or other uses as defined in the paragraph above. Use of the two additional parcels, 15+ and 31+ acres in size and zoned Rural Residential for support project infrastructure, will be minimal. Those parcels may be used for timber harvesting at a future date should the property owner choose to put them to that use. The project site is not zoned for forest land use or timberland production.

Goal 5-12 of the General Plan states: *"Protect significant timberlands and provide for sustainable management and harvesting of timber resources."*

Policy 5-12a, which implements the goal states: *"Protect significant timberland from conversion to non-timber related uses."*

Mitigation Measure 5-12a(1) states: *"Use the Timber Preserve zoning district within the Agricultural/Working Landscape and Natural Resource land use classifications to limit development in areas of identified potential timber resources."*

The proposed project is not in conflict with the above-referenced goal, policy and implementation measure in that the project site is not zoned or classified for timber production, nor is it proposed to be so zoned or classified. The area is currently zoned for residential development and the proposed mixed-use zone is consistent with the Mariposa County General Plan in that it addresses specific issues of local importance to the Yosemite West Special Planning Area. (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 would not result in the conversion of farmland to a non-agricultural use nor would it convert forest land to non-forest use. *Thus, the project will have no impact on this issue.*

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?				√

An assessment of the proposed project's potential impacts on air quality was prepared by VRPA Technologies, Inc. The title of the assessment is *Scenic Wonders Development Air Quality & Greenhouse Gas Impact Assessment*, and is dated August 2021. The assessment 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 assessment describes in detail the regulatory environment relating to air quality, the project site's environmental setting, air quality impact methodologies, and impact determinations and recommended mitigation. This initial study section summarizes the conclusions of the air quality portion of the assessment. The greenhouse gas portion of the assessment is discussed in Section B.8 – *Greenhouse Gas Emissions*.

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. As such, no impacts would occur. Furthermore, results of the analysis as shown in Tables 7-9 of the assessment indicate that emissions generated from construction or operation of the project will not exceed the MCAPCD and San Joaquin Valley Air Pollution Control District (SJVAPCD) thresholds.

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. It should be noted that a project is not characterized as cumulatively insignificant when project emissions fall below thresholds of significance. The MCAPCD and SJVAPCD have established thresholds of significance for determining environmental significance. Table 6 in the assessment shows these thresholds.

The results of the analysis show that emissions generated from construction and operation of the project will be less than the applicable MCAPCD and SJVAPCD emission thresholds for criteria pollutants.

Based on this, the project will have a less than significant cumulative impact on criteria pollutants.

B.3.c 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; therefore, for this analysis, the SJVAPCD guidelines were used as a basis to determine project significance.

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. From a health perspective, the proposed project is a Type B project in that it may potentially place sensitive receptors in the vicinity of existing sources.

The first step in evaluating the potential for impacts to sensitive receptors for toxic air contaminants (TACs) from the project is to perform a screening level analysis. For Type B projects, one type of screening tool is found in the California Air Resources Board (CARB) Handbook: *Air Quality and Land Use Handbook: A Community Perspective*. This handbook includes a table with recommended buffer distances associated with various types of common sources. The screening level analysis for the project shows that TACs are not a concern based upon the recommendations provided in Table 4 of the assessment. An evaluation of nearby land uses considering CARB's Pollution Mapping Tool shows that the project will not place sensitive receptors in the vicinity of existing toxic sources. Table 4 indicates that new sensitive land uses should not be sited within 500 feet of a freeway/urban roads with 100,000 vehicles/day, or rural roads with 50,000 vehicles/day. Traffic counts provided in the traffic study prepared for the project indicate that roadways in the project area carry significantly less (< 1,000) vehicles per day. Therefore, TACs from sources in the study area will not significantly impact the project. In addition, the project will not generate TACs that would have a significant impact on the environment or adjacent sensitive receptors. *Therefore, the project will have a less than significant impact on sensitive receptors.*

Short-Term Impacts:

The annual emissions from the construction phase of the project will be less than the applicable emission thresholds for criteria pollutants as shown in Table 7 of the assessment. *Therefore, construction emissions associated with the project are considered less than significant.*

Long-Term Impacts:

Long-term impacts from the project are generated primarily by mobile source (vehicle) emissions from the project site and area sources. Emissions from long-term operations generally represent a project's most substantial air quality impact. Table 8 of the assessment summarizes the project's operational impact by pollutant. Results

indicate that the annual operational emissions from the project will be less than the applicable emission thresholds for criteria pollutants. *Therefore, operational emissions associated with the project are considered less than significant.*

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. The MCAPCD does not provide guidance on whether a project would expose sensitive receptors to odors. The SJVAPCD requires that an analysis of potential odor impacts be conducted for the following two situations:

- Generators – project that would potentially generate odorous emissions proposed to be located near existing sensitive receptors or other land uses where people may congregate, and
- Receivers – residential or other sensitive receptor projects or other projects built for the intent of attracting people located near the existing odor sources.

The project will not generate odorous emissions given the nature of characteristics of residential developments. The intensity of an odor source's operations and its proximity to sensitive receptors influences the potential significant of odor emissions. The SJVAPCD has identified some common types of facilities that are known to produce odors in the SJV basin. The types of facilities that are known to produce odors are shown in Table 5 of the assessment along with a reasonable distance from the source within which the degree of odors could possibly be significant. None of the facilities shown in Table 5 are located within the vicinity of the project. *Therefore, the project would have no impact on this issue.*

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 assessment of the project site has been prepared by QK. The title of the assessment is *Biological Analysis Report, Scenic Wonders, Inc., Scenic Wonders Project, Yosemite West, Mariposa County* and is dated August 2019. 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 biological study area (BSA) includes the subject 6.22-acre parcel, a 15-acre parcel to the north that contains Well No. 3 and a proposed septic field replacement easement, plus a 500-foot buffer around both. The 16,900 sq. ft. easement area on the 31+-acre intervening parcel that is proposed to be used for the installation of underground water and effluent pipelines (connecting the project site to the 15-acre parcel), electric services and greywater from the laundry facility or septic field, as well as a proposed 1,920 sq. ft. drainage easement area immediately adjacent to the project site across Henness Circle were also part of the study area. The purpose of the report was to identify where potential special-status biological resources may occur within the project site; determine how those resources may be impacted by the proposed project; and recommend avoidance, minimization, and mitigation measures to reduce the potential for impact to a less than significant level. The report was prepared to support an analysis of biological conditions as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and to support regulatory permit applications, if needed. The following summary reflects the information contained in the report.

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).

The biological assessment found that eight special-status plant species were determined to have the potential to occur within the BSA based on the presence of suitable habitat and soil conditions. Seven of the plants are in the general category of rare, threatened or endangered in California and elsewhere. White beaked-rush is rare, threatened, or endangered in California, but more common elsewhere. The plants' Threat Code Extensions are as follows:

- Yosemite Onion – California Rare Plant Rank (CRPR) Threat Code Extension: Not very endangered in California
- Tulare rockcress – CRPR Threat Code Extension: Not very endangered in California
- Tompkin's sedge – CRPR 4.3 Threat Code Extension: Limited distribution, rare in California
- Bolander's woodreed – CRPR Threat Code Extension: Fairly endangered in California
- Hall's daisy – CRPR Threat Code Extension: Not very endangered in California
- Short-leaved hulsea – CRPR Threat Code Extension: Fairly endangered in California
- Holzinger's orthotrichum moss – CRPR Threat Code Extension: Not very endangered in California
- White beaked-rush – CRPR Threat Code Extension: Fairly endangered in California

Direct impacts to these species could include destruction and loss of individuals and isolated populations as well as habitat loss. Indirect impacts could include the loss of habitat for future colonization of the species, thereby impacting the species' viability over the long term, as well as long-term changes to habitat composition due to the spread of non-native invasive plant species during construction.

(Note: Yosemite Onion, Tompkin's sedge, Bolander's woodreed and white beaked-rush have the potential to occur only on the northern 15-acre parcel and the emergent wetland between parcels, which is not within an affected project area. However, the project may include expanding septic disposal onto the 15-acre parcel by utilizing the existing easement on the property across Henness Circle for underground plumbing to deliver effluent from the proposed project that would be allowed under the general plan/zoning amendment. The existing easement area may also be used to dispose of laundry grey water into an engineered leachfield system. Therefore, mitigation to address impacts to species must include all proposed disturbed areas.)[1]

There is the potential for special status plant species to inhabit areas of the Biological Study Area that are proposed for Scenic Wonders development or within areas of parcels for which easements exist or will be obtained, and the project has the potential to significantly impact these species. *Implementation of the following measure will reduce potentially significant impacts on special status plant species to less than significant levels:*

> **Mitigation Measure 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.*

[1] Mitigation measures applied to this project can only be implemented on property owned by the project proponent or on property for which easements for project facilities have been or will be obtained. The Biological Study Area contains property not owned by or proposed to be used by the Scenic Wonders project proponents and those areas are not included in project mitigation measures for biological resources.

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.)

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.

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.

Nine special-status animal species were determined to have a potential to occur on the project site: They are:

- California red-legged frog – Federally threatened and State Species of Special Concern
- Sierra Nevada yellow-legged frog – Federally Threatened
- Northern goshawk – State Special of Special Concern
- Pallid bat – State Species of Special Concern
- Western mastiff bat – State Species of Special Concern
- Western red bat – State Species of Special Concern
- Fisher (West Coast DPS) – Federally Threatened, State Species of Special Concern

- American badger – State Special of Special Concern
- Sierra Nevada red fox – Federal Candidate and State Threatened

Large portions of the ranges for each of these species overlap federally- and State-owned lands which would not be subject to intense and widespread development, thus buffering the impact the proposed project may cause. The following avoidance and minimization measures would further help to reduce the impact of the project special-status animal species. *Implementation of the following measures will reduce project impacts to these species to a less than significant level.*

Mitigation Measure 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 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.

Monitoring for Mitigation Measure 4.a.2:

This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

Mitigation Measure 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.

Monitoring for Mitigation Measure 4.a.3:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

Mitigation Measure 4.a.4
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, 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.

Monitoring for Mitigation Measure 4.a.4:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

Mitigation Measure 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 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.

Monitoring for Mitigation Measure 4.a.5:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

Mitigation Measure 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 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.

Monitoring for Mitigation Measure 4.a.6:
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 Study Area does not overlap any critical habitat and there are no designated sensitive natural communities present on 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. Four streams are present on the project site; one intermittent stream and three intermittent streams. All waters on site would be considered waters of the State under various State laws. The streams may also fall under the jurisdiction of the federal Clean Water Act and may be regulated under Section 1600 et seq. of the California Fish and Game Code.

Two small potential fresh emergent wetland features totaling approximately 0.38 acre were recorded on-site (shown on Figure 4-4 of the biological report). The larger feature, which appears to be the headwaters that feed the unnamed intermittent stream in the northern parcel, is found within the BSA between northern and southern parcels. At the time of the survey that wetland was shallow and resembled a wet meadow. (This feature is located within the Biological Study Area but not on a parcel owned by the project proponent nor on a parcel on which the project proponent has or will obtain an easement to construct facilities for project implementation. Therefore, the Scenic Wonders project that would be allowed under the proposed general plan/zoning amendment cannot and is not required to implement mitigation measures to protect the feature.) The smaller feature was greater than three (3) feet-deep and was situated within the northern 15+- acre parcel.

Impacts to these features are not likely to be significant given the very small acreage and apparently isolated nature of these features. However, the loss of aquatic feature acreage and quality of aquatic features throughout the State continue to decline and impacts to the features on site would contribute to that decline. *Implementation of the following measures will reduce the project's potential impact on jurisdictional aquatic resources to less than significant levels.*

Mitigation Measure 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 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.

Monitoring for Mitigation Measure 4.c.1:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

Mitigation Measure 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.*
- *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.

Monitoring for Mitigation Measure 4.c.2:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

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 and surrounding area contains suitable habitat that could support a wide variety of nesting bird species protected under the Migratory Bird Treaty Act and the California Fish and Game Code. Project activities adjacent to nesting birds could result in direct impacts to the nests from noise and vibration caused by construction activities. Indirect impacts could result following removal of trees, creating greater competition for resources. *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 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.

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.

The project site does not intersect with any identified regional or local wildlife movement corridors, nor does it support an important wildlife nursery site. No impacts to wildlife movement or nursery sites would occur.

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. The Biological Analysis Report reviewed Mariposa County policies relating to protection of biological resources and concludes that the implementation of mitigation measures as listed in the Biological Resources section of this initial study will facilitate compliance with local policies and ordinances. The report recommends no additional measures. *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, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. The project site is not located within the boundaries of any habitat conservation plan or Natural Community Conservation Plan. The Biological Study Area is located within the Southern Sierra Fisher Conservation Area

administered by the U.S. Forest Service (USFS) and its partners. However, the project site is privately owned and is not subject to USFS programs. No measures are required. *The project will have no impact on this issue.*

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 Assessment for the project was conducted on the 22.2-acre area that encompasses the potential project development area (project site of 7.22 acres [subject parcel actually 6.22 acres] plus the 15-acre northern parcel that may be used for disposal of treated septic effluent from the apartments. The easement area between the parcels that may be used for laundry grey water disposal and to convey effluent from the apartments to the 15-acre parcel is also in the area studied). The survey of the site was conducted by Sierra Valley Cultural Planning. The report of the project survey is dated January 20, 2020. The following text summarizes the survey.

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 cultural resources were identified as a result of the survey of the site. Therefore, it is unlikely that the proposed development project will affect important archaeological, historical, or other cultural resources. No further cultural resources investigation is therefore recommended. 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. Mariposa County applies the following mitigation to development projects to address the issue of finds 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.

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.

In addition, the centralization of laundry facilities to service vacation rental uses will significantly reduce fuel and other energy usage. Scenic Wonders managed 6,896 home reservations in 2021 in Yosemite West. Currently, according to the project proponent, when servicing a vacation rental, housekeeping staff immediately starts laundry

and then cleans the rental while changing loads of laundry. They finish cleaning well before all the laundry is completed. Staff then makes several return trips to change loads of laundry, which requires two to four round trips instead of one round trip for each guest reservation as would be the case with implementation of the central laundry facility. The proposed centralized laundry system, which will be allowed by the proposed new Yosemite West Mixed-Use Zone, will significantly reduce traffic within the Yosemite West community. The project proponent estimates that the central laundry facility will eliminate approximately 12,068 round trips per year to serve vacation rentals within Yosemite West, which is about a 63% reduction in local traffic in Yosemite West.

While the new housing units will increase energy usage, energy consumption will be reduced through implementation of the central laundry facility. As noted in Section B.8 – *Greenhouse Gas Emissions*, the project is consistent with the State's energy use reduction measures. Due to these factors, *the project will have a less than significant impact on the issue of energy*.

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 waste water?		√		
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			√	

A geotechnical investigation of the project site has been completed and submitted for review. The assessment of the proposed project's potential impacts on the issue of geology and soils was prepared by SALEM Engineering Group, Inc. The title of the investigation is *Geotechnical Engineering Investigation, Proposed Residential Development, Scenic Wonders Employee Housing, Yosemite West, Yosemite National Park, California* and is dated November 16, 2022. The investigation 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 assessment describes in detail field exploration methodologies; laboratory testing; geologic conditions; soil rock, and groundwater conditions; potential issues associated with geologic hazards; conclusions and recommendations; plan review, construction observation and testing; and limitations and changed conditions. This initial study section summarizes the conclusions of the geotechnical investigation.

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

Fault Rupture: The project area is not within a State or locally defined Earthquake Fault Hazard Zone. No active faults with the potential for surface fault rupture are known to pass directly beneath the site. Therefore, the potential for surface rupture due to faulting occurring beneath the site during the design life of the proposed development is considered low. A fault rupture hazard study is not required for the project.

Ground Shaking: Based on the proximity of numerous active faults, as well as the historic seismic record, the area of the subject site is considered subject to low to moderate seismicity. Seismic coefficients and spectral response acceleration values, based on the 2019 California Building Code (CBC), were developed using the Office of Statewide Health Planning and Development (OSHPD) Seismic Design Maps website. A Site Class C (very dense soil-soft rock) was used based on the shallow rock conditions revealed in the backhoe pits. A table providing the recommended design acceleration parameters for the project site is included in Section 9.8.1 of the investigation report. The design peak ground acceleration adjusted for site class effects (PGAM) was determined to be 0.281g (based on both probabilistic and deterministic seismic ground motion).

Liquefaction and Seismic Settlement: The site is not located within a mapped liquefaction zone. Considering the very shallow depth of bedrock at the site, the project would not be subject to liquefaction or significant seismic settlement, or manifestations of liquefaction, such as lateral spreading, loss of bearing capacity, sand boils etc.

Landslide Hazard: The ground surface slope gradients at the site are typically 4H to 1V or flatter and do not appear to exceed 2½H to 1V. Considering the results of SALEM's site reconnaissance and the predominant granular soils overlying shallow decomposed and moderately weathered granitic rock, the investigation concludes that potential for future landslides to impact the project is very low.

The geotechnical investigation provides conclusions and recommendations relating to development of the project site. These provisions are contained in Section 9 – *Conclusions and Recommendations* of the investigation report. The conclusions and recommendations are broken into the following sections:

- General
- Surface Drainage
- Slopes Gradients, Drainage Protection, and Slope Maintenance
- Rockeries
- Site Preparation, Grading, and Subdrainage
- Soil/Rock Excavation Characteristics and processing of On-site Materials for General Fill
- Fill Materials
- Seismic Design Criteria
- Conventional Shallow Foundations and Mat Foundations
- Interior Concrete Slabs-on-Grade
- Exterior Concrete Slabs on Grade
- Retaining Wall Design Parameters
- Retaining Wall Drainage
- Temporary Excavations, and
- Underground Utilities

The geotechnical investigation also includes Appendix C, which describes general earthwork and pavement specifications relating to the following issues:

- Technical Requirements
- Soils and Foundation Conditions
- Dust Control
- Clearing and Grubbing
- Subgrade Preparation
- Excavation
- Fill and Backfill Materials
- Placement, Spreading and Compaction
- Seasonal Limits
- Preparation of Subgrade
- Aggregate Base, and
- Asphaltic Concrete Surfacing

SALEM Engineering Group, Inc. recommends that the company review the project plans and specifications prior to final design submittal to assess whether its recommendations have been properly implemented and to evaluate if additional analysis and/or recommendations are required. Those recommendations include requirements for imported non-expansive fill. The investigation's recommendations are based on the assumption that SALEM will continue as Geotechnical Engineer of Record throughout the construction phase and that it will be present at the site during site preparation to observe site clearing, preparation of exposed surfaces after clearing, and placement, treatment and compaction of fill material. The investigation report further states that SALEM's observations should be supplemented with periodic compaction texts to establish substantial conformance with its recommendations.

In addition to SALEM's recommendations, site preparation and grading will be subject to Appendix J (Grading) of the California Building Code. Building construction will be subject to all applicable standards, including required soils compaction, contained in the California Building Code. *Implementation of SALEM's recommendations and California Building Code standards will ensure that the project will have a less than significant impact on life and property within the range of issues described above.*

The requirement that SALEM's recommendations be reviewed and considered as the project is being constructed will be made a condition of approval on the project.

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 proponent has submitted an onsite wastewater system design report as part of the project application. The proposed project's waste system includes a septic tank and a secondary treatment tank for each building with dedicated dispersion lines on the primary septic field of approximately 17,500 sq. ft. As part of the project development, the septic system will be expanded with a progressive build for each new building. Individual septic tanks would be underground. This system, with dedicated septic systems for each building, is designed to significantly reduce the effects of any system failures to an individual building, not the entire system.

The optional (as needed) phased water or septic expansion will include dedicated easements (recorded with entitlement) for expanding septic disposal onto the 15+-acre parcel to the north at 7555 Henness Ridge Road (APN 006-150-006), if needed. It would utilize the existing easement on the 31+-acre parcel across the street (7549 Henness Circle; APN 006-150-002) for underground plumbing to deliver effluent from site improvements to the 15+-acre parcel. There is also a backup septic field on the recorded easement at 7549 Henness Circle that includes approximately 32,000 sq. ft. of leach field area.

A feasibility engineering report prepared for the project by Ridgeline Engineering and dated June 9, 2019 found that a 22,000 sq. ft. leach field would be sufficient for the project. However, it should be noted that the conclusions were based on expected flows from a Phase I development that included the two residences located on the project site, a commercial garage and the commercial laundry. Flows from the multi-family units were not factored in the report. The calculations utilized in the report included the commercial laundry flows of 2,400 gallons per day. However, the commercial laundry will utilize a water recycling system, and the remaining laundry water discharge will be sent to dedicated greywater dispersion system. An area located at 7549 Henness Circle, across the road from the project site, is identified on the project utility plan as being available for laundry greywater, if needed.

The Ridgeline report states that a site soils evaluation was performed by SALEM Engineering Group, Inc. (That evaluation is dated February 15, 2017.[2] Percolation test results are noted in the report to the project proponent from SALEM titled *Additional Soil Profile Logs and Percolation Test Results/Addendum #1, Proposed On-Site Septic System, 7548 Henness Ridge Drive, Yosemite NP, Mariposa County, California 95389*.) Percolation test pits were dug to evaluate the infiltration rate of the potential onsite effluent disposal fields. Based on the shallow depth to bedrock and the fast percolation rates measured onsite (> 5 in/min) a pretreatment system has been recommended by Mariposa County.

As part of the project application, the project proponent submitted a septic feasibility letter prepared by QK consultants and dated April 30, 2021 that describes the regulatory requirements, expected flow rate, percolation

[2] The 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.

rate, required disposal area as per Mariposa County sewage disposal rules, and the proposed layout of the system. The following are the conclusions of that letter:

- Expected Flow Rate: As per section .80 of the Mariposa County Sewage Disposal Rules, the sewage flow from individual sewage disposal systems is 150 gallons per bedroom per day. The proposed improvements will include a total of 21 bedrooms. As a result, the total expected flow rate for the proposed residential improvements will be 3,150 gallons per day (gpd). (Adjusting for 29 bedrooms under final project design results in a gpd of 4,350.)
- Percolation Rates: Percolation testing was conducted by SALEM Engineering Group in February of 2017. Five test pits resulted in an average percolation rate of 2.6 minutes per inch. No groundwater was encountered during site investigation by SALEM Engineering Group.
- Required Disposal Area: Per Appendix B: Design Criteria Recommend Rates of Wastewater Application for Trench and Bottom Areas of the Mariposa County Sewage Disposal Rules, the application rate for the site is 1.2 gallons per day per square feet. Per Section .80 of the Mariposa County Sewage Disposal Rules, the minimum distance between leach lines is 6 feet, center to center with a trench width of 2 feet. The total expected disposal area required to accommodate the proposed improvements is 11,340 sq. ft.
- Proposed Layout: The layout for the proposed septic field will be located along the eastern boundary of the site. The total disposal area provided in the site plan is 17,460 square feet, which is sufficient to meet the expected demand. Per Section .70 of the County's septic disposal rules, the layout of the proposed septic system meets the required minimum setbacks to proposed or existing wells, streams, property lines, and cut and fill banks.
- Conclusion: Based on the findings mentioned in this letter, the proposed septic system is feasible to meet Mariposa County policies. In the final design of the proposed septic system, the exact type and size of piping, septic tanks, leach line trench, and construction details should be determined to meet Mariposa County standards.

(NOTE: The analysis included in the April 30, 2021 letter does not include flows from the laundry facility. However, the project proponent is committed to employing a recycling system for the laundry facility that will recycle up to 80% of the laundry discharge. The remaining laundry water discharge will be sent to a dedicated greywater dispersion field. Ridgeline estimates the laundry facility would generate 2,400 gallons per day (gpd) of greywater. Proposed recycling would reduce the daily amount going into the septic system to 480 gpd.)

As noted in the introductory section of this initial study, the geotechnical feasibility letter, and soil logs/percolation tests submitted by the project proponent are part of the public record for this project and are available for public review. The Environmental Health Unit (EHU) of the Mariposa County Health and Human Services Agency visited the project site in September of 2020 and reviewed the sewage disposal report for the site, as well as the two potential off site locations (easement area on 31+ acre parcel and the 15+ acre parcel to the north.) Based on the site visit and the review of the reports, the EHU concluded that the site can support onsite sewage disposal for the proposed project. The EHU also concluded the off-site locations also appear to be capable of supporting the sewage disposal needs for the project. The EHU stated in its September 2, 2020 email to the Mariposa County Planning Department that all appropriate easements would have to be in place before those off-site locations could actually be used.

The EHU further stated that both the onsite and off-site locations will require a special design septic system to mitigate the rapid percolation of the soils. The EHU noted that while the soils report has been accepted as complete, there is a possibility that subsurface rock could prevent the installation of the full amount of leach line required. The EHU requests that a condition be placed on the various phases of the project stating that the onsite sewage disposal system serving each building shall be approved and installed prior to the issuance of a building permit for that part of the project. The purpose of this would be to mitigate any unforeseen obstacles that could prevent the installation of the complete sewage disposal system. The septic system would be required to comply with all Mariposa County standards for the design, installation and maintenance of septic systems. *Implementation of the*

following mitigation measure will ensure that potential project impacts on the issue of septic disposal will be less than significant:

Mitigation Measure 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.

Monitoring for Mitigation Measure 7.e.1:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

(Note: The proposed text for the new Yosemite West Mixed-Use zone requires that septic disposal systems serving structures within the zone be installed prior to the issuance of building permits for the structures. Implementation of Mitigation Measure 7.e.1 will address this environmental concern should the final adopted text for the new zone be altered or eliminated.)

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 Cultural Resources Assessment of the project site concluded that no cultural resources were identified as a result of the survey of the site. Therefore, it is unlikely that the proposed development project will have an effect on important archaeological, historical, or other cultural resources. No further cultural resources investigation is therefore recommended. Mitigation Measure 5.a.1 as shown in B.5 – *Cultural Resources* of this initial study will reduce potential impacts to paleontogical resources found during site excavation to a less than significant level. There are no known unique geologic features on the project site. *The project will have a less than significant impact on this issue.*

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?			√	

An assessment of the proposed project's potential impacts on air quality and greenhouse gas emissions was prepared by VRPA Technologies, Inc. The title of the assessment is *Scenic Wonders Development Air Quality & Greenhouse Gas Impact Assessment*, and is dated August 2021. The assessment 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 assessment describes in detail the regulatory environment relating to air quality and greenhouse gas emissions, the project site's environmental setting, air quality impact methodologies, and impact determinations and

recommended mitigation. This initial study section summarizes the conclusions of the greenhouse gas emissions portion of the assessment.

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 San Joaquin Valley Air Pollution Control District (SJVAPCD) acknowledges the current absence of numerical thresholds and recommends a tiered approach to establish significance of the GHG impacts on the environment:

i. If a project complies with an approved GHG emission reduction plan or GHG mitigation program which avoids or substantially reduces GHG emissions within the geographic area in which the project is located, then the project would be determined to have a less than significant individual and cumulative impact for GHG emissions;
ii. If a project does not comply with an approved GHG emission reduction plan or mitigation program, then it would be required to implement Best Performance Standards (BPS); and
iii. If a project is not implementing BPS, then it should demonstrate that its GHG emissions would be reduced or mitigated by at least 29 percent compared to Business as Usual (BAU).

The South Coast Air Quality Management District (SCAQMD) guidance identifies a threshold of 10,000 MTCO2eq./year for GHG for construction emissions amortized over a 30-year project lifetime, plus annual operation emissions. The Bay Area Air Quality Management District (BAAQMD) and Sacramento Metropolitan Air Quality Management District (SMAQMD) state that projects that generate less than 1,100 MTCO2e annually would not have a significant GHG impact. The SMAQMD has established 1,100 MTCO2e annually for both construction and operational phases as the threshold to determine a less than significant impact. Though the project is under MCAPCD jurisdiction, these GHG thresholds provide some perspective on the GHG emissions generated by the project.

Table 9 of the impact assessment shows the yearly GHG emissions (CO_2e [carbon dioxide equivalent) generated by the project of 210.0139 MT/yr is less than the thresholds identified by the SCAQMD, BAAQMD and SMAQMD. The assessment concludes that the project will not result in significant adverse impacts from GHG emissions within the project study area.

The assessment describes the regulatory environment in California relating to GHG emission reduction, including the California Air Resources Board 2017 Climate Change Scoping Plan. The current plan has identified 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 and the project's consistency with those strategies.

- ✓ 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.

    - The project is consistent with this reduction measure. This measure cannot be implemented by a particular project or lead agency since it is a statewide measure. When this measure is

implemented, standards would be applicable to light-duty vehicles that would access the residential development. The project would not conflict with or obstruct this reduction measure.

- ✓ Energy Efficiency – Pursuit of comparable investment in energy efficiency from all retail providers of electricity in California. Maximize energy efficiency building and appliance standards.

    - The project is consistent with this reduction measure. Though this measure applies to the State to increase its energy standards, the project would comply with this measure through existing legislation. The project would not conflict with or obstruct this reduction measure.

- ✓ Low Carbon Fuel – Development and adoption of the low carbon fuel standard.

    - The project is consistent with this reduction measure. The measure cannot be implemented by a particular project or lead agency since it is a statewide measure. When this measure is implemented, standards would be applicable to the fuel uses by vehicles that would access the residential development. The project would not conflict with or obstruct this reduction measure.

Based on the assessment above, the VRPA Technologies, Inc. report concludes that the project will not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. The project furthers the achievement of affected agency greenhouse gas reduction goals. *Therefore, any impacts would be less than significant.*

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. The majority of development on the site will not result in the handling, transport or use of hazardous materials except for those associated with normal residential development. Residential 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 other than what is typically used for cleaning of households, maintenance and landscaping. 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. The project proposal includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline at the detached garage area. The tanks will be subject to all applicable state and local permitting and operational requirements. The storage of hazardous materials, including flammable liquids in amounts above 55 gallons, requires a Hazardous Materials Business Plan permit from the Environmental Health Unit (EHU) of the Mariposa County Health and Human Services Agency, as well as entry of information into a State database and triennial inspections by the EHU. Such facilities are considered a "gasoline dispensing facility" and would also require a permit from the Mariposa County Air Pollution Control District to address vapor recovery requirements. Implementation of these requirements will reduce potential environmental impacts of the tanks to less than significant levels. 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. There are no known plans for a school within a quarter-mile of the project site. *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. *Thus, there will be no impact.*

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. *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. CAL FIRE fire hazard severity zone mapping for Mariposa County dated November 21, 2022, prepared under the California Fire and Resource Assessment program, identifies Yosemite West as being in the 'very high" fire hazard severity zone. The Mariposa County Community Wildfire Protection Plan, February 2021, identifies Yosemite West as "high" for wildfire risk based on a series of criteria for wildland urban interface communities, which is the third highest level for risk. The highest of the four levels is "very high."

The project will be subject to all applicable regulations relating to emergency response and evacuation, including in the event of a fire. The Mariposa County Fire Department provided input on the project by listing sections of the California Fire Code applicable to the project, including dimensions, surfacing and dead-end road length of fire apparatus access roads. Fire Department's comments also cited state Fire Code regulations relating to building identification. On-site driveways will be required to meet all applicable requirements of Fire Safe requirements contained in the Public Resources Code. There is one way in and out of Yosemite West, Henness Ridge Road, which connects to Wawona Road to the east within the boundaries of Yosemite National Park. The Azalea Fire Motorway is an existing dirt road connecting the southeast corner of Yosemite West with the NatureBridge emergency road system and then Wawona Road. This dirt road system has been used in past fire events for emergency vehicle access to Yosemite West. Yosemite West Unit 1 consists of 296 residential lots, 66 percent of which are currently developed, and the 48-unit condominium project. With the exception of the NatureBridge development, all development within the community of Yosemite West will use Henness Ridge Road in the event of an emergency. The two single family residential units being constructed on the 6.22-acre site are allowed by current zoning. Given the current level of development in Yosemite West, and the build-out potential of the area, it is unlikely that the proposed project, which will contribute 16 multi-family units and an apartment unit housing a total of 32 people to the area, will have a significant impact on evacuation of the area in the event of an emergency.

The project proponent proposes to create and implement an evacuation plan for Scenic Wonders guests and staff and to coordinate with local authorities for evacuation events. The evacuation plan will be a part of the Scenic Wonders employee training program.

The project proponent has prepared a snow management plan for the 6.22-acre project site. The plan is dated February 8, 2023. The plan states that Scenic Wonders has three tractor snow blowers and two truck snowplows. The management plan proposes removing snow from the approximately 37,000 square feet of driveway and parking areas and depositing it to the edges of those areas. Total area proposed for snow storage is approximately 26,000 square feet.

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 State of California adopted the State Fire Safe Regulations for the purpose of establishing minimum wildfire protection standards in conjunction with building, construction and development in the State Responsibility Areas (SRA). These regulations provide for basic emergency access and perimeter wildfire protection measures, including clearance around structures. Future building permits for the project also necessitate review by CAL FIRE and onsite

inspection prior to permit completion. Finally, future residential development is subject to continued inspection by CAL FIRE for maintenance of 100' clearance around structures (LE 100). These inspections may be done yearly.

As noted in subsection B.9.f., Yosemite West is identified as a "high" wildfire risk area by the Mariposa County Community Wildfire Protection Plan. The project proposal includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline, at the detached garage area. The storage tanks will be for private use by Scenic Wonders and emergency firefighter vehicles. The project proponent states the fuel storage systems will meet Fire Rated Aboveground Storage Tank standards and include secondary containment systems. The fuel storage will be required to meet Aboveground Petroleum Storage Act requirements and the project will file documentation to comply with Mariposa County's hazardous materials registration programs.

Upon completion, the project will provide 50,000 gallons of water storage, which the project proponent states will serve as additional emergency water reserves in the event of a local fire emergency. The project's water system will include backup electric generators for power outages. Two fire hydrants are also proposed for the 6.22-acre project site near Henness Circle. (The second fire hydrant was added as a revision to the Fire Flow Analysis report prepared for the project. The revised analysis report has been reviewed and approved by the Mariposa County Fire Department.)

The project proponent states that Scenic Wonders will provide and maintain truck-or trailer-mounted fire equipment with a portable water tank, portable fire pump, hoses, fitting, and safety gear to quickly suppress fire within the Scenic Wonders project.

Existing site development has resulted in the removal of over 1,500 cubic yards of wood debris and shaded fuel treatment. Project implementation will result in additional forest thinning, limbing, and fuel reduction on the northern section of the 6.22-acre parcel. Extensive fuel reduction, dead tree removal, and establishment of fuel breaks has occurred on the 15-acre parcel (7555 Henness Ridge Road).

With the implementation of all applicable regulation and code standards relating to the issue of wildland fires, including State Fire Safe provisions, as well as required adherence to all regulations pertaining to above ground fuel storage, the project will have a less than significant impact on this issue.

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 project will utilize septic systems to serve the development on the site. Septic disposal is addressed in detail in subsection B.7.e of this initial study.

The Environmental Health Unit (EHU) of the Mariposa County Health and Human Services Agency visited the project site in September and reviewed the sewage disposal report for the site, as well as the two potential off site locations (easement area on 31+ acre parcel and the 15 acre parcel to the north.) Based on the site visit and the review of the reports, the EHU concluded that the site can support onsite sewage disposal for the proposed project. The EHU also concluded the off-site locations also appear to be capable of supporting the sewage disposal needs for the project. The EHU stated in its September 2, 2020 email to the Mariposa Planning that all appropriate easements would have to be in place before those off-site locations could actually be used.

The EHU further stated that both the onsite and off-site location will require a special design septic system to mitigate the rapid percolation of the soils. The EHU noted that while the soils report has been accepted as complete, there is a possibility that subsurface rock could prevent the installation of the full amount of leach line required. The EHU requests that a condition be placed on the various phases of the project stating that the onsite sewage disposal system serving each building shall be approved and installed prior to the issuance of a building permit for that part of the project. The purpose of this would be to mitigate any unforeseen obstacles that could prevent the installation of the complete sewage disposal system. Mitigation Measure 7.e.1 shown in subsection B.7.e of this study addresses this issue.

The 2019 California Code of Regulations Title 24, Parts 1-12 standards, also contain drainage plan requirements to ensure that any changes to existing drainages are done in such a way as to ensure that the function and capacity of the affected drainage course is maintained following construction. (This issue is addressed further in B.10.c below.)

Implementation of state and local standards relating to drainage and septic disposal, required permitting and onsite inspections, and implementation of the aforementioned mitigation measure will ensure a less than significant impact on surface or groundwater resources from site development.

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 6.22-acre project site currently has a well that produces 10 gallons per minute (GPM) with a state allocated 5 gpm. This is identified as Well #4. The project also has the ability to utilize Well #3, which is located on a 15+-acre parcel located to the north of the project site. This well produces 47 gpm with a state allocated 23.5 gpm. These wells will be used to serve the project. A report titled *Results of Fall 2019 Pump Tests of Yosemite West Wells for Kenneth LeBlanc*, dated March 2020, was prepared by Kenneth D. Schmidt & Associates Groundwater Quality Consultants and this analysis was submitted as part of the project application. (This report is available for review by contacting the Mariposa County Planning Department at (209) 966-5151 or 5100 Bullion Street [lower floor] Mariposa, CA.) This report details the simultaneous pump tests conducted on these two wells, which are located approximately 1,130 feet apart, during September-October 2019. In addition, two observation wells located to the west (the unused Shawyer Well) and northwest of the project site (Mariposa County Well No. 9, which serves the existing Yosemite West development) were measured occasionally during the pump tests. Pump test results showed that the simultaneous testing of the two wells proposed to serve the project did not affect the production of the other well. Nor did the pumping of these two wells affect the two observation wells.

An analysis of the project's potential impact on groundwater in the area was undertaken by Kenneth D. Schmidt & Associates Groundwater Quality Consultants. The results of this analysis, provided in memo form to project proponent Kenneth LeBlanc and dated September 24, 2021, showed that the projected water demand of the Scenic Wonders project to be 5.3 acre-feet (1,629,200 gallons) per year. Of this amount, about 4.9 acre-feet (1,498,900 gallons) would be returned as wastewater. Thus, the net consumption would only be 0.4 acre-foot per year. This figure represents only about 0.01 percent of the average available groundwater in the 900-acre Indian Creek watershed of which the proposed project site is a part, according to the Schmidt & Associates analysis. The small consumption of 0.4 acre-foot (130,300 gallons) per year would be made up for by the increased runoff due to impermeable surfaces and the decreased evapotranspiration due to plant removal for the project. The Schmidt memo also points out that the laundry facility recycling system would reduce fresh water by 80 percent, or about 1.06 acre-feet per year. Reduced water demand would be 28,810 gallons per month. The size of the watershed in the East Creek drainage that is tributary to the LeBlanc well is estimated to be about 20 acres. The estimated runoff from this watershed is 22 inches per year, or an average of about 37 acre-feet (12,056,500 gallons) per year. The amount of groundwater that can be developed in this watershed would be expected to about 6 acre-feet (1,955,100 gallons) per year.

Kenneth D. Schmidt provided a memo to the project proponent dated November 16, 2022 that summarizes the water supply and well testing data. Mr. Schmidt reviewed the historical water level measurements for the Scenic Wonders Well No. 3 and 4, the results of the 2019 pump tests, and the pumpage data for Well No 4 during September 2022. The pumpage from from Well No. 4 between September 15 and September 22, 2022 was 67,200 gallons, or an average of 9,600 gallons per day (gpd). The State Allocated Pumping Rate is 23.5 gallons per minute (gpm) for Well No. 3 and 5 gpm for Well No. 4, or a total of 28.5 gpm. Pumping 7,200 gpd is equal to 5 gpm. If the two wells were pumped at this rate continuously for one year, they would produce about 8.07 acre-feet of water. The pumpage from the two wells during the 10-day pump tests alone was 2.69 acre-feet, or 34 percent of this value. It is more applicable to evaluate pumpage during the period of no recharge, and this is considered to be 120 days. If the wells were pumped continuously for 120 days at a total of 5 gpm, they would produce 2.66 acre-feet of water.

This is about equivalent to what was pumped during the 10-day pump tests. The State Allocated Rate of 28.5 gpm is 5.7 times greater than the 5 gpm or 7,200 gpd rate. Pumpage of wells 3 and 4 at the State Allocated Rate of 28.5 gpm would require about four hours of pumping per day to obtain 7,200 gallons, which is readily achievable.

The Schmidt memo includes information on static water levels for Well No. 3 and 4. The static water level in Well No. 3 ranged from 629.2 feet deep prior to the 2019 pump tests on Wells 3 and 4 to 637.5 feet, near the end of the pump test on Well No. 2 and following pumpage from Well No. 4 in September 2022. Well No. 2 is located on the 31+-acre parcel (7549 Henness Circle) located across Henness Circle from the project site. There was a drawdown of 7.1 feet (637.5 minus 630.4 feet) in Well No. 3 due to this pumpage from the two other wells. By September 13, 2022, the water level in Well No. 3 was 630.4 feet deep, or 1.2 feet below the static level prior to the 2019 pump tests.

Water level measurements for Well No.4 during the 2019-2022 period shows the shallowest level was 766.5 feet on September 13, 2022 while the deepest static level was 773.4 feet on March 19, 2020, or 1.9 feet below the static level of 771.5 feet before the 2019 pump tests. Records indicate that following the Fall 2019 pump tests, the water level in Well No. 4 rose to a depth of 769.9 feet through June 8, 2021, and to a depth of 766.6 feet through September 13, 2022. This was associated with precipitation that was near the long-term average.

The Schmidt memo further states that winter recharge has been sufficient to maintain water levels in Wells No. 3 and 4. Following the 10-day pump tests in 2019, water levels rose due to the expected normal recovery once pumping stopped and due to winter recharge. Recharge occurred even when the precipitation was about a third less than normal.

Water Service to NatureBridge:
The project proponent submitted a memo to Mariposa Planning as part of the revised development application for the project that details the water service agreement (currently under final review) between the project proponent and the NatureBridge development located near the intersection of Henness Ridge Road and Wawona Road. The project would deliver potable water to NatureBridge via a private pipeline from the project's water tanks to the project's boundary. Yosemite National Park (YNP) and the National Park Service would construct and connect a new pipeline to the existing NatureBridge National Environmental Science Center (NESC) through YNP property.[3]

The water service agreement is to provide up to 3,000 gpd to the NatureBridge NESC campus. At build-out of the Scenic Wonders and NatureBridge projects within a six-year timeline, the projects will use 5,960 gpd, which is less than the State Allocated Pumping Rate for Well No. 4 of 7,200 gpd.

The analysis provided by Kenneth D. Schmidt & Associates shows that impacts on groundwater from the proposed development would be less than significant.

Fire Flow Demand:
A study to determine fire flow demand, fire flow volume, fire service line sizing, fire sprinkler system lead-in sizing and domestic water main sizing as well as the building fire separation recommendation was prepared for the project by Engineering Fire Protection. The study determined that a total fire flow volume of 21,500 gallons and supplied at a minimum 1,000 gpm fire flow rate for 21.5 minutes would be needed for adequate flow. (This figure is based on the flow necessary for the building on the site with the highest flow demand, which is Building 1, the large single

[3] The actual construction of the pipeline is not part of this general plan/zoning amendment and site plan review application. Installation of the infrastructure to supply water to NatureBridge from the project site is subject to separate environmental review involving the National Environmental Policy Act. Environmental review for that project has been completed by the National Park Service. In accordance with the Mariposa County Zoning Ordinance, water infrastructure facilities are permitted uses on the project site and can be approved through ministerial permits.

residence currently under construction.) The project proponent has committed to installing two 25,000 gallon storage tanks on the site to meet this fire flow demand as well as the total domestic demand of 3,800 gallons. According to the project proponent's provided data, the peak domestic demand is 190 gpm.

The study further states that for fire flow demand less than 1,750 gpm, one minimum fire hydrant is required to be installed with 312.5 minimum distance between the hydrant and the frontage of the fire access lane serving the buildings. To meet the travel distance requirement, two hydrants are proposed. The Project will add two fire hydrants within 40 feet of Henness Circle, currently a section of the Yosemite West community without any hydrants.

The Mariposa County Fire Department commented on this study and provided input regarding construction requirements for potential occupancies, the County Building Department's review and approval of the separation of the on-site structures into smaller buildings with fire barriers and fire walls, and the necessity for County Fire to review building permit plans, including fire sprinkler plans. The Fire Department approved the analysis with notes as stated.

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. The Storm Drain Feasibility Letter prepared by QK (Quad Knopf) and submitted as part of the project application for the original project design by the project proponent, provided a description of the existing storm drainage pattern of the area and states that the proposed site layout includes a storm drain system with various catch basins and culverts located at various localized low points, which will convey stormwater runoff to the proposed catch basins. The captured stormwater runoff will be retained on-site, in the proposed catch basin areas, and metered out to the existing 30" culvert located nearby on Henness Circle. (The project utility plan as shown in Figure 2-1 in the written project narrative dated November 2022 shows two ponds/basins located in the eastern area of the 6.22-acre parcel. It is within these ponds that runoff will be captured and metered into the 30" culvert under Henness Circle then to the drainage easement across the street.)

The letter recommends a design professional prepare calculations, which should include the design volume needed for the proposed basins for attenuation and treatment of stormwater runoff. Also, the final storm drain design documents should include a method of discharging collected stormwater runoff at a rate not to exceed the equivalent of the existing stormwater peak flow rates. The letter concludes that the proposed site plan appears to allow for plenty of stormwater drainage storage area to accommodate the needs of the project. The Mariposa County Public Works Department reviewed this feasibility letter and their initial comments did not agree that the site plan appears to allow for plenty of stormwater drainage storage area to accommodate the needs of the project. It does not appear, according to the department, that there is sufficient space for ponding. The department states that the site plan should show above ground swales that collect runoff; culverts as terrace drains and down drains may not be a practical runoff collection method in a mountain area like Yosemite West. Based on the soils report, the percolation rate appears to be excellent. However, percolation is based on the available square foot footprint and the ones shown on the site plan appear inadequate in size, unless they are designed as deep as necessary to get the required volume. The department asks how deep the ponds are proposed to be. The department asked for a hydrology analysis that includes all areas contributing to the area of work, and the associated runoff generated. The project engineer will need to prove that all site runoff will enter the 30-inch culvert without overflowing.

Subsequent comments by the Public Works Department stated that the applicant understands that the final approval/encroachment will be subject to detailed verification that the on-site stormwater actually enters the 30"

culvert and does not overflow the road at that location – except during high frequency storms. The site design will need to demonstrate that soil erosion onto the roadway will not result from either low frequency or high frequency storms. The department concludes that the applicant understands the inherit risk in approving a conceptual plan when all drainage aspects have not been verified and analyzed. It's possible, the department states, that the site design, including driveway and buildings, could change in order to achieve the required results.

The project's drainage system and potential impacts from the project on existing drainage in the area is subject to review by the county's engineers. A condition of approval ensuring the drainage system is designed, installed, and maintained to the satisfaction of the Mariposa County Public Works Department is proposed to be adopted for the project.

See Section B.7.a,b,c, & d for a discussion of soil erosion and grading issues.

The project is primarily a residential project and will therefore not contribute to substantial amounts of polluted runoff. The general area has been extensively developed with residential uses. The project's septic system to be located on the 6.22-acre parcel, as well as a backup system that could potentially be located on APN 006-150-006 (7555 Henness Ridge Road), would be required to be installed in accordance with all applicable standards. The project's grey water from the laundry will be disposed of on the adjacent 31+ acre parcel through an easement recorded for that purpose.

The project does not have the potential to impede or redirect flood flows.

Given these factors, the project will have a less than significant impact on drainage patterns and drainage courses.

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. The Biological Analysis Report for the project states that the project is not located within a known flood zone, according to FEMA flood zone mapping. The corresponding map in the Report shows the project site within an area of "undetermined flood hazard." 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.*

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. The project site is located in an area that has and will continue to be extensively developed with single family and condominium uses. The project involves a general plan/zoning amendment. The project site is located in the Yosemite West Special Planning Study Area. The area is identified in the General Plan as a Special Planning Area. The General Plan states that the purpose of a Special Plan is to address the specific issues of local importance for the planning area. A Special Plan will eventually be developed for the Yosemite West area. Until then, interim land use regulations apply to the area. The project site is currently located in the Residential land use classification within the Yosemite West Planning Study Area as described in the Mariposa County General Plan. The project site is currently zoned Rural Residential. The project proposes the creation of the "Yosemite West Mixed-Use Zone" with a General Plan designation of Special Plan area, specific to the subject parcel. The Yosemite West Mixed-Use Zone is proposed to be utilized in order to accommodate uses that do not necessarily fit within a designation in the General Plan, while allowing flexibility for a unique development proposal to comply with General Plan policies and goals. Findings must be made in order for a general plan/zoning amendment to be approved. Included in the mandatory findings are statements 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 and that the amendment is desirable for the purpose of improving the Mariposa County General Plan. It also must be found that the amendment is consistent with guiding policies, goals, policies and standards of the General Plan. Since the project involves an amendment to the zoning classification and land use classification on the subject parcel, an additional finding regarding the physical suitability of the parcel (including but not limited to access, provisions 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 must be made. The proposed project will serve the existing community through enhancement of the service provided to vacation rentals in the community. The project site is located within the boundaries of the Yosemite West Special Planning Area. The General Plan defines these areas as small locales that do not face the full scope of issues warranting a full-scale town plan or community plan. The purpose of a special plan is to address the specific issues of local importance for the planning area. Consistent uses are to be defined in the special plan. *The general plan/zoning amendment can only be approved if it can be found that it is consistent with the goals, policies, and standards of the Mariposa County General Plan and that it will not have a significant adverse effect on the general public health, safety, peace, and welfare. The consideration and adoption of mandatory findings will ensure that the project will not physically divide an established community*.

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. As noted in B.11.a above, the project proposes a general plan/zoning amendment to allow for the proposed multi-family and commercial land uses to be located on the subject parcel. The project site is located in a Special Planning Area, the purpose of which the General Plan describes as addressing the specific issues of local importance for the planning area. The proposed land uses will support the service the project proponent currently provides to vacation rentals in the Yosemite West community. The project addresses needs that are specific to Yosemite West, thereby maintaining consistency of the project with the description of a Special Planning Area contained in the General Plan.

Goal 5-3 of the General Plan is to: *"Integrate transportation and land use decisions to achieve the County's managed growth objectives."* Implementation Measure 5-3a(1) for this goal states: *"Prior to consideration of an application to change a land use classification into a non-residential land use classification, the subject property shall front on or shall have direct access to a maintained road."* Implementation Measure 5-3a(2) states: *"Prior to consideration of a change of zoning district from residential into a commercial or industrial zoning district, the subject property shall be found to be located on a maintained road."* The project takes direct access from Henness Circle, a paved, county-maintained road. Implementation Measure 5-4a(2) in the General Plan states: *"Commercial, healthcare, financial, and other service businesses intended to serve the neighborhood needs may*

be located in Planning Areas and the Rural Economic land use classification." The multi-family and centralized laundry facility components of the project are proposed to support the services currently provided to vacation rentals in the Yosemite West community.

Language regarding project consistency, or lack thereof, with the General Plan will be incorporated into the mandatory findings for the project as described in B.11.a above.

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.*

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 Mariposa County General Plan does 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.*

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?				√

An assessment of the proposed project's potential noise impacts was prepared by VRPA Technologies, Inc. The title of the assessment is *Scenic Wonders Development Noise Study Report*, and is dated August 2021. The assessment 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 assessment contains detailed discussions of sound and human ear, characteristics of sound propagation and attenuation, ground-borne vibration, methodology for analysis, existing conditions, short-term impacts, long-term impacts and impact determinations and recommended mitigation. This initial study section summarizes the conclusions of the noise assessment.

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 project application material submitted by the project proponent states that the additional staff housing will reduce some of the overall commuter traffic and improve service of the growing nightly rental activity, and that it will move most of the staff housing units to a central location away from private residences and rental homes.

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, duplex, and mobile home residential development. Decibel levels of up to 65 are normally acceptable for multi-family residential uses. Up to 70 decibels is conditionally acceptable in both categories. Noise during construction may exceed these levels but construction is expected to be of limited duration and during normal working hours. Mariposa County does not have an adopted noise ordinance. The largely residential nature of the proposed project will preclude the generation of excessive noise. The laundry facility will be operated inside a structure. From the perspective of relocating staff housing units to a central location away from private residences and rental homes, the project has the potential to reduce some existing noise impacts in the Yosemite West residential community. The relocation of the laundry facility from existing homes to a central location that is removed from Yosemite West residential community has the potential to reduce noise impacts in the neighborhood.

Assessment of Short-Term Impacts:
Implementation of the project has the potential to result in short-term construction noise impacts on surrounding land uses. This noise would primarily affect the 48-unit condominium project located adjacent to the 6.22-acre parcel. Construction noise represents a short-term impact on ambient noise levels. Although most of the types of exterior construction activities associated with the project will not generate continually high noise levels, occasional single-event disturbances from grading and construction activities are possible. During the construction phase of the project, noise from construction activities will add to the ambient noise environment in the immediate area. Activities involved in construction would generate maximum noise levels ranging from 77 to 85dB at a distance of 50 feet. Construction activities will be temporary in nature and are expected to occur during normal daytime working hours and will be in compliance with the Mariposa County General Plan Noise Element. Therefore, noise resulting from short-term, transient construction activity will not result in significant adverse impacts to nearby sensitive receptors.

Mariposa County adopts a condition of approval for projects involving construction in the vicinity of sensitive receptors. The following is typical adopted language:

> 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. No outdoor construction shall be permitted on Sundays. All outdoor construction activities shall cease by sunset Monday through Saturday. 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.

The noise study proposes as mitigation compliance with Mariposa County's Noise Element Goals and Objectives and staff recommendations for a construction schedule.

Given the uses proposed by the project and centrally locating housing and laundry facilities as well as restrictions on hours of construction activities, 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 primary concern with construction vibration is building damage. Therefore, construction vibration is generally assessed in terms of peak particle velocity (PPV). It should be noted that there is a considerable variation in reported ground vibration levels from construction activities. The data provides a reasonable estimate for a wide range of soil conditions.

Human reaction to vibration is not significant unless the vibration exceeds 75 VdB, according to the United States Department of Transportation. Mariposa County does not specifically identify vibration level impact standards. Caltrans has established vibration thresholds in terms of human annoyance of 0.04 in/sec (inch per second) PPV as documented in Caltrans' *Transportation and Construction Vibration Guidance Manual*. The vibration threshold of 0.04 in/sec PPV was used to estimate the impact of vibrations from construction activities associated with the project.

Using the vibratory roller vibration level as described in the noise assessment, the anticipated vibration velocity levels at the nearest residence of the existing condominiums (approximately 150 to 175 feet) is expected to approach 0.014 in/sec PPV. Based on the vibration velocity levels provided in the assessment, vibrations generated by the construction phase of the project are considered less than significant. *The project will have a less than significant impact.*

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.*

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 will relocate units for workforce housing currently located in the Yosemite West residential neighborhood to a central location. These employees of the Scenic Wonders vacation rental service business currently work in the community. The project will not induce substantial population growth in the area, either directly or indirectly. *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. The project proposes the construction of new workforce housing that will relocate housing for workers from the residential neighborhood and surrounding area to a central location. The proposed project will increase housing opportunities in the Yosemite West community. *The project will have no impact on this issue.*

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 will not result in new growth that would cause the construction of new fire and police protection facilities. As noted in Sub-section B.9.f. above, Yosemite West is identified as a "high" wildfire risk area by the Mariposa County Community Wildfire Protection Plan. The project proposal includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline at the detached garage area. The storage tanks will be for private use by Scenic Wonders and emergency firefighter vehicles.

Upon completion, the project will provide 50,000 gallons of water storage, which the project proponent states will serve as additional emergency water reserves in the event of a local fire emergency. The project's water system will include backup electric generators for power outages. Two fire hydrants near the Henness Circle roadway are also proposed for the 6.22-acre project site.

The project proponent states that Scenic Wonders will provide and maintain truck-or trailer-mounted fire equipment with a portable water tank, portable fire pump, hoses, fitting, and safety gear to quickly suppress fire within the Scenic Wonders project. A condition of approval for the project will require that if fire equipment is to be used by employees, a training and maintenance program, approved by the Mariposa County Fire Department, shall be implemented.

The project's contribution to emergency service demand in the area would not be significant given the existing level of development in Yosemite West and future buildout of the residential area, and the contribution would not result in the need for new emergency service facilities. The project will provide new facilities that will serve to enhance fire protection services in the area. *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. Workers who will be housed on the project site are already employed in the Yosemite West area. *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. *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

The project proposes to use an on-site septic system to serve the proposed uses. It will not connect to a public sewer system. The project proposes a private water system with an onsite water well, access to an additional well and 50,000 gallons of water storage. The project's water system will operate under a drinking water permit issued by the State Water Resources Control Board – Division of Drinking Water (State Water Board). The system will serve the two single-family residential facilities currently under construction on the 6.22-acre project site and the new development proposed under this general plan/zoning amendment. The project proponent has prepared a preliminary technical report for the water system and has submitted it to the State Water Board (SWB) for review. The project proponent received a letter from the SWB dated March 16, 2022 stating the Preliminary Technical Report is complete and that the proponent may move forward to submit full permit application materials, including but not limited to: (1) plans, specifications and the engineering report required in Section 64552 of Title 22 of the California Code of Regulations, (2) bacteriological and chemical monitoring, and (3) the complete technical, managerial and financial capacity assessment for new public water systems. SWB recommended the following as the permitting process moves forward:

- NatureBridge is an education campus approximately one mile from the proposed Scenic Wonders. The State Water Board recommends that Scenic Wonders extend drinking water service to NatureBridge. Scenic Wonders and NatureBridge would operate under a single domestic water supply permit.
- Yosemite West Water System is an existing community water system adjacent to the proposed Scenic Wonders. Scenic Wonders should install a future emergency connection with Yosemite West Water System. An emergency connection will improve the resiliency of both water systems.
- Mariposa County Public Works manages water systems in the area. Scenic Wonders should consider contracting with Mariposa County for operations and management services.

The project proponent has notified Mariposa County that they are in discussion with NatureBridge to supply water to that development, which is located at the intersection of Henness Ridge Road and Wawona Road. Service to NatureBridge would require a private pipeline connection to Well #3 located at 7555 Henness Ridge Road in Yosemite West.

The project proponent has also had discussions with Mariposa County regarding the project providing an emergency connection to the water system for existing residential development in Yosemite West and to provide operational and management services.

Roads:

Henness Circle is a paved, county-maintained road. The Mariposa County Public Works Department did not provide any comment that the project would negatively impact the ability of the County to maintain the roadway.

The project will be adequately served by existing roads, and no new roads are required to be constructed to serve the project. *The project will have a less than significant impact on other public facilities.*

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. The project has no potential to significantly impact existing recreational facilities. Employees of the Scenic Wonders vacation rental service operation, who would live on the project site in the multi-family units, are already working and living in the area. The project has no potential to result in the 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 due to this project. Project application materials state that a proposed easement approximately 10,500 square feet in size will be offered to the adjacent condominium project. *The project will have no impact.*

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 Circulation System

A significant impact would result if the project conflicted with a program, plan, ordinance or policy addressing the circulation system.

An analysis of the proposed project's potential traffic impacts was prepared by JLB Traffic Engineering, Inc.. The title of the assessment is *Revised Traffic Impact Analysis, Scenic Wonders Project*, and is dated September 27, 2022. The analysis 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 analysis revises the original traffic impact that was submitted on December 4, 2020. The original analysis is being revised due to the inclusion of additional parking spaces, to account for the added units in the Yosemite West Near Term Project scenario, and to include discussions of the commercial laundry component of the project.

The purpose of the traffic impact analysis (TIA) is to evaluate the potential on-site and off-site traffic impacts, identify short-term roadway and circulation needs, determine potential mitigation measures, and identify any critical issues that should be addressed in the on-going planning process. The analysis primarily focuses on evaluating traffic conditions at study intersections that may potentially be impacted by the proposed project. The analysis has been revised to include the latest project site plan and a qualitative analysis of vehicle miles traveled (VMT).

The revised analysis contains study scenarios for the following conditions:

- Existing Traffic Conditions
- Existing Plus Project Traffic Conditions
- Near Term No Project Traffic Conditions
- Near Term Plus Project Traffic Conditions
- Cumulative Year 2040 No Project Traffic Conditions
- Cumulative Year 2040 Plus Project Traffic Conditions

This initial study subsection summarizes the conclusions of the TIA.

The full TIA contains a description of all study methodologies employed in preparing the analysis.

The potential traffic impacts of the proposed project were evaluated in accordance with the standards set forth by the Level of Service (LOS) policy of the County of Mariposa and Caltrans.

The County of Mariposa has established LOS D as the acceptable level of traffic congestion on county roads and streets. Therefore, a LOS D threshold was utilized to evaluate the potential significance of LOS impacts to Mariposa County intersections outside of Caltrans' jurisdiction.

Caltrans endeavors to maintain a target LOS at the transition between LOS C and D on State highway facilities consistent with the *Caltrans Guide for the Preparation of Traffic Impact Studies* dated December 2002. However, Caltrans acknowledges that this may not always be feasible and recommends that the lead agency consult with

Caltrans to determine the appropriate target LOS. Furthermore, the State Route 41 Transportation Concept reports have established LOS C as the concept LOS for State Route 41 within the community of Mariposa. In this TIA, the study facility falls within Caltrans' jurisdiction. Therefore, the Caltrans LOS C threshold was utilized as the criteria of significance for the study facility within Caltrans' jurisdiction.

(LOS C describes stable operations. The ability to maneuver and change lanes in midblock location may be more restricted than at LOS B. Longer queues at the boundary intersections may contribute to lower travel speeds. The travel speed is between 50 and 67 percent of the base free flow speed.)

The intersection studied in the TIA was Wawona Road/Henness Ridge Road. Study scenarios included the following:

- Existing Traffic Conditions
- Existing plus Project Traffic Conditions
- Near Term No Project Traffic Conditions
- Near Term plus Project Traffic Conditions
- Cumulative Year 2040 No Project Traffic Conditions
- Cumulative Year 2040 plus Project Traffic Conditions

The TIA concluded the following:

Existing Traffic Conditions:
This scenario evaluates the Existing Traffic Conditions based on existing traffic volumes and roadway conditions from traffic counts and field surveys conducted in August and September of 2019.

- At present, the study intersection operates at an acceptable LOS (LOS B) during AM and PM peak periods.

Existing plus Project Traffic Conditions:
This scenario evaluates total traffic volumes and roadway conditions based on the Existing plus Project Traffic Conditions. The Existing plus Project Traffic volumes were obtained by adding the Project Only trips to the Existing Traffic Conditions scenario. At buildout, the proposed project is estimated to generate a maximum of 136 daily trips, 8 AM peak hour trips and 11 PM peak hour trips.

- Under this scenario, all study intersections are projected to operate at an acceptable LOS (LOS B) during both peak periods.

Near Term No Project Traffic Conditions:
This scenario evaluates total traffic volumes and roadway conditions based on the Near Term No Project Traffic Conditions. Near Term No Project traffic conditions factor approved and pipeline projects that are either under construction, built but not fully occupied, are not built but have final site development review approval, or for which the lead agency or responsible agencies have knowledge of. The Near Term No Project traffic volumes were obtained by adding the Near Term related trips to the Existing Traffic Conditions scenario. Total trip generation for the Near Term No Project scenario is 511 daily trips, 48 AM peak hour trips and 56 PM peak hour trips.

- Under this scenario, all study intersections are projected to operate at an acceptable LOS (LOS B) during both peak periods.

Near Term plus Project Traffic Conditions:
This scenario evaluates total traffic volumes and roadway conditions based on the Near Term plus Project Traffic Conditions. The Near Term plus Project Traffic Conditions assumes that the existing roadway geometrics and traffic controls will remain in place. The Near Term plus Project traffic volumes were obtained by adding the Project Only Trips to the Near Term No Project Traffic Conditions scenario.

- Under this scenario, all study intersections are projected to operate at an acceptable LOS (LOS B) during both peak periods.

Cumulative Year 2040 No Project Traffic Conditions:
This scenario evaluates total traffic volumes and roadway conditions based on the Cumulative Year 2040 No Project Traffic Conditions. The Cumulative Year 2040 No Project traffic volumes were obtained by subtracting the Project Only Trips from the Cumulative Year 2040 plus Project Traffic Conditions scenario.

- Under this scenario, all study intersections are projected to operate at an acceptable LOS (LOS C) during AM peak hours and LOS B during PM peak hours.

Cumulative Year 2040 plus Project Traffic Conditions:
This scenario evaluates total traffic volumes and roadway conditions based on the Cumulative Year 2040 plus Project Traffic Conditions. This scenario evaluates total traffic volumes and roadway conditions based on the Cumulative Year 2040 plus Project Traffic Conditions. Based on a review of the Annual Average Daily Traffic (AADT) volumes obtained from Caltrans, the 10-year average annual growth rate of Wawona Road (State Route 41) was determined to be 1.5 percent near the vicinity of the proposed Project. Thus, JLB utilized an average annual growth rate of 1.5 percent to expand the existing traffic volumes by 22 years to arrive at the Cumulative Year 2040 traffic volumes. Finally, JLB added the Project Only Trips to the expanded existing traffic volumes to arrive at the Cumulative Year 2040 plus Project traffic volumes.

- Under this scenario, all study intersections are projected to operate at an acceptable LOS (LOS C) during AM peak hours and LOS B during PM peak hours.

Based on the conclusions of the Traffic Impact Analysis, the project will have a less than significant impact on the county's circulation system and affected roadways.

The National Park Service (NPS) provided comments on the project. NPS stated that if the project is approved and a building permit is issued, all commercial truck and equipment traversing the Park to get to Yosemite West will require a permit from the Superintendent of Yosemite National Park. This is required of any project in Yosemite West and Wawona. Section 5.6 of the Code of Federal Regulations is the implementing language for such permitting. This requirement will be included in the conditions of approval for the project.

B.17.b Conflict With CEQA Guidelines §15064.3, Subdivision (b)
A significant project impact would be one that conflicts with CEQA Guidelines §15064.3. This section states that vehicles miles traveled (VMT) is the most appropriate measure of transportation impacts.

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. Furthermore, the TA also notes that local serving retail generally of less than 50,000 square feet and projects which yield 110 or fewer trips could be considered not to lead to a significant impact. As of the date of the traffic impact analysis, the County of Mariposa had not finalized its VMT guidelines. As a result, the VMT analysis presented in the project's traffic assessment was performed pursuant to OPR's TA.

VMT is simply the product of a number of trips and the length of those trips. The first step in a VMT analysis is to establish the baseline average VMT, which requires the definition of a region. The TA states that existing VMT may be measured at the regional or city level. On the contrary, the TA also notes that VMT analyses should not be truncated due to "jurisdictional or other boundaries." In this case, the Project site is located within the Yosemite West area, which spans over a 0.5-mile radius. The Project will serve 32 employees who currently live in Yosemite West and 14 employees who commute from the community of Oakhurst. Moreover, daily trip generation rates for the Yosemite West area are significantly lower than those contained in the ITE Trip Generation Manual. When applying the daily trip generation rate observed in the Yosemite West area of 3.63 daily trips per dwelling unit, the proposed Project can be estimated to generate a maximum of 65 daily trips. Since the Project is estimated to yield fewer than 110 trips, *the Project's VMT is considered less than significant per OPR's TA.*

B.17.c Increase Hazards due to Geometric Design Features

A significant impact would result if the project resulted in sharp curves or dangerous intersections or incompatible uses. The original Traffic Impact Analysis prepared by JLB Traffic Engineering, Inc. identified an area of concern related to sight distance from the project's access points onto Henness Circle. That analysis recommended brush and tree removal to improve sight distance. The revised TIA for the project states it was recommended that the brush and trees within the 155 feet corner sight distance triangles be removed as part of this Project to improve visibility and traffic safety. Since then, the Project has improved lines of sight by removing dead brush and trees and delimbing the areas of concern. The fuel reduction and forest cleanup of the Project will increase sunshine exposure during the winter season increasing rates of snow melt and evaporation. In addition, the Project proponent has three (3) snowblower tractors and two (2) snowplow trucks that service the Yosemite West area. The Project proposes to plow and maintain its frontage to Henness Circle, driveway entrances and internal roadways thereby improving roadway conditions and safety during the winter season.

The Mariposa County Public Works Department reviewed the original project site plan submitted by the project proponent. The department expressed concern related to sight distance at egress points along Henness Circle. The westernmost encroachment for the dumpster storage will have a trash truck backing into traffic in a location of minimal sight distance, on a grade subject to snow and ice conditions. The department also noted that the entrance to the parking lot between the two main entrances should be an entrance only. The close proximity of the encroachments onto the project site is not preferred. Subsequent comments by the department noted that the applicant has agreed to make the loop road through the project site one way.

The project proponent notes in their application material that after review of comments from the County Public Works Department and the public, the project has revised building locations and parking areas to eliminate vehicles backing onto Henness Circle. All the parking and access to the project will be done without any street parking or backing out into the public roadway.

In its final comments on the project, the Public Works Department states that the department's concerns have been explained to the project applicant and will be reviewed by the department upon submittal of the final site plan. Oversight of project design by the Public Works Department will ensure that safety concerns will be adequately addressed. *This oversight will ensure that the project's impact on transportation hazards from backing vehicles will be reduced to less than significant levels.*

Henness Ridge Road/Henness Circle Intersection:
JLB analyzed the location of the proposed access points relative to the existing local roads and driveways in the Project's vicinity. A review of the Project access points to be constructed indicates that they are located at points that minimize traffic operational impacts to the existing roadway network. However, to improve safety at the (one-way, stop-controlled) intersection of Henness Ridge Road and Henness Circle, it is recommended that the Project install signage to notify that cross traffic does not stop. The issue of traffic safety at the intersection of Henness Ridge Road and Henness Circle is considered a potentially significant impact requiring mitigation to reduce this potentially significant impact to a less than significant level. *Implementation of the following mitigation measure will reduce potentially significant impacts on intersection safety to less than significant levels.*

Mitigation Measure 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.

Monitoring for Mitigation Measure 17.c.1:
This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

On-site Parking:
The project proposes 53 parking spaces with dimensions of 20'x10'. A revised parking plan submitted to Mariposa Planning by the project proponent on May 1 showed that the single family residences and the detached garage, which are permitted by existing zoning and are under construction or have been permitted, will use 14 parking spaces. (Single family construction is considered to be Phase I of site development.) Twenty-eight (28) spaces will be available for use by the multi-family component of Phase II development, while two spaces will be utilized by the central laundry facility. Nine in-line parking spaces in three separate areas on the project site are proposed to be used for parking seasonal equipment.

Using the community of Mariposa's parking standards as a basis, it can be determined that 28 parking spaces would be sufficient to serve the multi-family units. The Mariposa community standard is 1.5 spaces for one bedroom units which would require a total of 17 spaces for the project's one bedroom units, and two spaces for two bedroom units, which would require eight spaces on the project site, bringing total spaces required to 25 under the Mariposa community standards . The 28 spaces proposed by the project for the multi-family units exceed the minimum parking space standard for the community of Mariposa.

B.17.d Emergency Access
A significant impact would result if the project resulted in inadequate emergency access. Project driveways will be required to meet all emergency access requirements contained in Public Resources Code 4290. Implementation of these requirements will ensure adequate access to the site by emergency vehicles. 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 concludes that the project would have a less than significant impact on this issue. Due to these factors, the project will have a less than significant impact on emergency access.*

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 the Section B.5 – *Cultural Resources*, a Cultural Resources Assessment for the project was conducted on the 22.2-acre area that encompasses the potential project development area (project site of 7.22 acres [subject parcel actually 6.22 acres] plus the 15-acre northern parcel that may be used for disposal of septic effluent from the apartments. The easement area between the parcels that may be used for laundry grey water disposal and to convey effluent from the apartments to the 15-acre parcel is also in the area studied). The survey of the site was conducted by Sierra Valley Cultural Planning. The report of the project survey is dated January 20, 2020. No cultural resources were identified as a result of the survey of the site. The assessment concludes that it is unlikely that the proposed development project will have an effect on important archaeological, historical, or other cultural resources. No further cultural resources investigation is therefore recommended. 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 of this study will reduce potential impacts on cultural resources and/or human remains discovered during site development to a less than significant level.

This project involves the proposed 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. Mariposa Planning sent a certified letter dated February 23, 2023 to tribal representatives on the contact list notifying them that they had until March 24, 2023 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 February 23, 2023 letter referenced above. That letter notified representatives that they had until May 23, 2023 to request a consultation on the project.

The following is a list of Native American tribes who were notified as per the contact list provided by NAHC:

- Chicken Ranch Rancheria of Me-Wuk Indians
- Nashville Enterprise Miwok-Maidu-Nishman Tribe
- North Fork Rancheria of Mono Indians
- Picayune Rancheria of Chukchansi Indians
- Southern Sierra Miwuk Nation
- Tuolumne Band of Me-Wuk Indians
- Wuksache Indian Tribe/Eshom Valley Band

A follow-up email was sent to the tribes listed above on May 10, 2023 reminding them of the timeframe to request a consultation.

The Southern Sierra Miwuk Nation (SSMN) responded in writing to Mariposa Planning's consultation notification and stated they had no concerns with the project and did not request a consultation. No other tribes responded to the consultation notification.

Given these factors, it can be found that the project will have a less-than-significant impact on tribal cultural resources.

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. Implementation of the project that would be allowed by the approval of the general plan/zoning amendment will require the construction of a water delivery system, which will include potable water service to the NatureBridge campus located near the intersection of Henness Ridge Road and Wawona Road; a septic disposal system with secondary treatment, a grey water disposal system, a drainage system, and new systems for the provision of utilities at the project site. The water system will operate under a permit from the State Water Resources Control Board – Division of Drinking Water. The issue of groundwater resources and the proposed water system are discussed in detail in subsection B.10.b,e of this initial study.

The project's proposed septic disposal is discussed in detail in subsection B.7.e of this initial study.

The project's proposed stormwater drainage system is discussed in detail in subsection B.10.c of this initial study. The system will be required to be designed, permitted, installed and maintained to the satisfaction of the Mariposa County Public Works Department. *This regulatory oversight will ensure that the system's potential impact on stormwater drainage in the area is less than significant.*

The project will connect to existing underground electric service lines on the property and distribute power with underground cabling and ground-mounted transformers near the buildings. Propane tanks will be positioned near each building. Telephone service will be underground to each unit, and TV/internet will be via satellite dishes. The septic tanks and pods will be underground with secured hatches for servicing.

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 and reasonably foreseeable future development in normal, dry or multiple dry years. The project's proposed water system and potential impact

on groundwater is discussed in detail in subsection B.10.b & e of this initial study. It is also discussed in subsection B.15.e of this initial study. *The analysis in these sections concludes that the project's potential impact on groundwater is less than significant.*

In addition to the content of those discussions, the project proponent estimates that the central laundry facility on the project site will initially eliminate the usage of approximately 500,000 gallons of fresh water within the existing Yosemite West District system and the Indian Creek watershed.

The report prepared by Engineering Fire Protection as discussed in B.10b & e above describes fire flow calculations, fire sprinkler system and water supply requirements. The proposed water storage tanks, fire hydrants, and the water delivery systems for fire flow and domestic use will be designed installed and constructed in accordance with all applicable code, statutes and standards. The inspection and permitting system will ensure that the systems are properly installed and operating prior to issuance of certificate of occupancies for the on-site structures.

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. The project will be served by an on-site septic disposal system(s) each with secondary treatment. The proposed system is discussed in detail in subsection B.7.e of this initial study. In addition, the project proponent estimates that the centralized laundry facility within the project site that will serve vacation rentals in Yosemite West will initially eliminate approximately 500,000 gallons of fresh water and 500,000 gallons of sewage per year from the existing Yosemite West District treatment system. *The project will have no impact on a wastewater treatment provider.*

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 project includes an area for dumpster storage and service. The project proponent states that approval of the project will enable Scenic Wonders to move the existing dumpsters from the street in Yosemite West Unit 1 to the storage area at the garage. The project will be subject to all applicable regulations and standards relating to solid waste, including applicable requirements of Senate Bill 1383 which mandates that organic material such as food scraps be disposed of in bins that are used for other "green" waste, such as garden trimmings, lawn clippings and leaves. This is part of a larger effort to reduce short-lived climate pollutants (including methane) and redirect organic waste from landfills back to the soil as compost or mulch. *Due to these factors, the project will have a less than significant impact.*

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 project proposed under this general plan/zoning amendment will allow for the relocation of employees of the Scenic Wonders vacation rental management business, the majority of whom are currently living throughout the Yosemite West community, to the project site. The project will not substantially exacerbate wildland fire risks. Occupants of the site, whether they are residents or visitors, will be exposed to concentrations of pollutants from wildfires in the immediate area or region, but this is not an impact to people that would be uncommon in this area.

The project proposal includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline, at the detached garage area. The storage tanks will be for private use by Scenic Wonders and emergency firefighter vehicles. The project proponent states the fuel storage systems will meet Fire Rated Aboveground Storage Tank standards and include secondary containment systems. The fuel storage will be required to meet Aboveground Petroleum Storage Act requirements and the project will file documentation to comply with Mariposa County's hazardous materials registration programs.

Upon completion, the project will provide 50,000 gallons of water storage, which the project proponent states will serve as additional emergency water reserves in the event of a local fire emergency. The project's water system will include backup generators for power outages. Two fire hydrants are also proposed to be located near Henness Circle on the 6.22-acre project site.

The project proponent states that Scenic Wonders will provide and maintain truck-or trailer-mounted fire equipment with a portable water tank, portable fire pump, hoses, fitting, and safety gear to quickly suppress fire within the Scenic Wonders project. A condition of approval for the project will require that if fire equipment is to be used by employees, a training and maintenance program, approved by the Mariposa County Fire Department, shall be implemented.

It should be noted that Yosemite West Property and Homeowners, Inc. has received hazardous fuel reduction grants through the years that have been used for fuel reduction to help protect the community from catastrophic wildfires.

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. As noted in B.20.b above, Yosemite West Property and Homeowners, Inc. has received hazardous fuel reduction grants through the years that have been used for fuel reduction to help protect the community from catastrophic wildfires. (Please 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 soils on the project site, 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.*

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 plant and animal species; raptors; and aquatic resources. 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. A mitigation measure is proposed to reduce this potentially significant impact to a less than significant level.

2. The project will result in increased air emissions, including greenhouse emissions; groundwater use; noise; traffic; demand for public services; 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 that addresses potentially significant noise impacts. The project's potential impacts on on-site biological and cultural resources can be reduced to less than significant levels with the implementation of proposed mitigation measures. The project's potential impacts on these issues as well as the issues of geology and soils from septic system(s) installation and transportation (intersection of Henness Circle and Henness Ridge Road) are individually limited and not cumulatively considerable and can be reduced to levels of insignificance with implementation of mitigation measures.

3. The project has the potential to cause direct substantial adverse effects on human beings relating to septic system installation and a roadway intersection. Mitigation is proposed to reduce these potentially significant impacts to less than significant levels.

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	*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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	species inhabit the affected area. Each survey shall 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 grading*	This mitigation measure will be monitored by the

	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 on*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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 consultation with the USFWS/CDFW is required. If the species is not protected*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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 aquatic resources delineation shall be conducted on parcels owned*	This mitigation measure will be monitored by the Mariposa County Planning Department

	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.	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.* • *A Stormwater Pollution Prevention Plan shall be developed to address potential sources of erosion and water*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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*	The project proponent or his on-site designee shall be responsible for

	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.	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 3

Proposed Mitigated Negative Declaration (MND)
SCH:2023080273

PROPOSED
MARIPOSA COUNTY
MITIGATED NEGATIVE DECLARATION

(Pursuant to California Administrative Code, Section 15070)

APPLICANT/APPLICATION: **General Plan/Zoning Amendment Application No. 2020-096 & Site Plan Review Application No. 2023-064. Kenneth G. & Janet M. LeBlanc; applicants.**

PROJECT DESCRIPTION: There are two components to the project; an amendment to the General Plan land use classification and zoning (amendment to the County Zoning Map) on a 6.22-acre parcel located in the community of Yosemite West, and a site plan review for the development that will be allowed to occur on the parcel as a result of the general plan/zoning amendment application approval. The Yosemite West Special Planning Study Area Land Use Diagram is a component of Volume II of the Mariposa County General Plan; therefore, a general plan amendment is required to be processed for the project.

The 6.22-acre parcel is currently being developed with two residences and a garage, uses that are allowed by current zoning, which is Rural Residential. These uses are not discretionary and are approved through the ministerial permit process. This residential development is considered Phase I of overall site development.

General Plan/Zoning Amendment Application No. 2020-096 involves the following:
The 6.22-acre parcel (Assessor's Parcel Number 006-150-003) is located in the Residential land use classification within the Yosemite West Special Planning Area. The parcel is zoned Rural Residential. The land use classification and zone would not allow the development of the parcel as proposed by the project applicants. To achieve the desired development (Phase II) on the project site, the project proponent proposes to reclassify the parcel to the Special Plan land use classification and rezone the parcel to a new zone called Yosemite West Mixed-Use Zone.

Additional parcels involved or potentially involved in project implementation are as follows:

APN 006-150-002; 7549 Henness Circle (31+ acres) and APN 006-150-006, 7555 Henness Ridge (15+ acres) Yosemite, CA 95389. These parcels are proposed to potentially contain infrastructure associated with the project.

The additional parcels involved or potentially involved in project implementation are also zoned Rural Residential and are located in the Residential land use classification within the Yosemite West Special Planning Area. The additional parcels are not proposed for reclassification or rezone.

Ordinance text for the new Yosemite West Mixed-Use Zone is as follows:

(Add the following new chapter to Title 17, Mariposa County Code)

Chapter 17.106

Yosemite West Mixed-Use Zone (YWMU)

Sections:

17.106.010 Purpose and Intent.
17.106.020 Development standards for YWMU.
17.106.030 Procedures for approval of a YWMU project

17.106.010 Purpose and Intent.

The Yosemite West Mixed Use Zone is designed to provide a land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West.

17.106.020 Development Standards for YWMU.

A. Uses:
   1. Permitted uses:
      a. Multi-family housing;
      b. Laundromats not for public use;
      c. Maintenance support facilities for servicing local home enterprises and vacation rentals;
      d. Private office space;
      e. Self-storage facilities for private use;
      f. One (1) single family residence and one (1) secondary residence with appurtenant accessory structures, including, but not limited to, equipment sheds and detached garages;
      g. Vacation rental and bed and breakfast facilities in accordance with all applicable standards of Mariposa County Code.

   2. Conditional uses:
      a. Bulk storage of gasoline, propane, or similar petroleum products for private use.

   3. Prohibited uses:
      All other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

B. Structure height
   No building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.

C. Structure setbacks from property lines and streets for all uses:
   a. Street and front yard: the front yard setback shall be a minimum of fifty-five (55) feet from the centerline of a local street and a minimum of twenty-five (25) feet from the nearest point on a front property line or edge of any right-of-way boundary of a local street;
   b. Side yard: the side yard setback shall be a minimum of fifteen (15) feet from a side property line;
   c. Rear yard: the rear yard setback shall be a minimum of twenty (20) feet from a rear property line.
   d. Uses permitted in setback areas:

1. Wells, traffic signs, signs, rural mail boxes, fences, gates, propane tanks, uncovered walkways, driveways, and underground utilities and appurtenant above-ground structures. (Any use placed in a front yard setback shall not interfere with vehicle sight distance along roadways.)
2. All other uses are prohibited in setback areas.

D. Building to building setbacks:
Building to building setbacks shall be a minimum of fifteen (15) feet.

E. Building intensity and density:
   a. Commercial structure development, such as laundromat facilities, shall not exceed a total of 5,000 sq. ft.
   b. Multi-family housing development shall not exceed a total of 4,000 sq. ft. per building.
   c. Total development on a parcel shall not exceed 25,000 sq. ft. of building space.
   d. Multi-family housing shall not exceed four dwelling units per acre.

F. Signage and lighting:
   a. Project signage, excluding address and traffic signs, shall be not exceed three separate signs on a parcel. Total signage shall not exceed 50 sq. ft. Neon signs shall be prohibited.
   b. Exterior lighting shall conform to International Dark Sky Standards.

G. Minimum parking space requirements:
   a. Studio or one-bedroom apartments – one and one-half (1.5) parking spaces per unit.
   b. Two (2) or more bedroom apartments or single family residential – two (2) parking spaces per unit.
   c. Laundry facilities not for public use – two (2) per facility.
   d. Minimum spaces for vacation rental and bed and breakfasts shall be as required by appropriate sections of County code.

H. Internal driveway and parking space surfacing:
Internal driveways serving multi-family and commercial uses shall be surfaced with concrete or asphalt paving.

I. Permitting and construction:
Septic/sewage systems shall be installed prior to the issuance of building permits for structures served by those systems.

J. Minimum parcel or lot size:
Minimum size of a parcel or lot shall be five (5) acres.

17.106.030 Procedures for approval of a YWMU project.

a. Site plans for single family residential and appurtenant uses, such as private office space and self-storage facilities for private use, in the YWMU zone shall be prepared in accordance with the standards contained in Section 17.08.140 of this title. Site plans for additional permitted uses in the YWMU zone,

excluding vacation rental and bed and breakfast uses, shall be prepared in accordance with Section 17.08.150 of this title.

b. Site plans described in a. above are subject to the processing procedures contained in Section 17.08.160 of this title.
c. Application and approval of vacation rental and bed and breakfast uses are subject to the provisions of Section 17.108.180 of this title.
d. Conditional uses are subject to the provisions of the Conditional Use Permit process contained in Section 17.112 of this title.

Site Plan Review Application No. 2023-064
The project applicants operate a business known as Scenic Wonders that provides services to the vacation rental sector in the Yosemite West community. The project is proposed by Scenic Wonders to facilitate the functioning of its vacation rental management business in Yosemite West by providing housing for staff and centralization of certain activities, such as vacation rental laundry services. Development on the project site includes the following:

Employee Housing:
The project includes five multi-unit buildings; three small buildings of about 1,100 sq. ft. each would contain two 1-bed, 1-bath units; two larger buildings of about 2,400 sq. ft. each would contain four units each, two 1-bed, 1-bath and two 2-bed, 2-bath units. There will be a one-bed apartment unit in the laundry facility structure. These facilities will total approximately 10,808 square feet. The units are proposed to house 32 people.

Laundry Facility:
The conversion of an existing garage building on the site will include the installation of a 600 sq. ft. laundry facility to be used to centralize laundry services for the vacation rental facilities managed by Scenic Wonders.

Total Square Footage of On-Site Structures:
The total square footage for Phase II structures, i.e. the multi-family units and the garage/laundry/apartment facility, will be approximately 10,800 sq. ft. Upon completion of Phase II, the total square footage for all habitable structures on the 6.22-acre project site, including the Phase I single family residences, will be approximately 23,150 sq. ft.

The project also includes two 1,000-gallon fuel tanks for the use of the project and firefighting purposes; two water storage tanks with a total capacity of 50,000 gallons; and a septic system.

The project will be accessed by four driveways off of Henness Circle roadway.

Project Location:
The property is situated in the NW ¼ of Section 25, T.3 S., R. 20 E., MDBM. It is located on the El Capitan, California 7.5 Minute USGS Quadrangle (37°38'48.82" N and 119°42'54.15" W)

FINDINGS: No significant effect is based on the following findings:

1. The project has the potential to significantly impact Biological Resources, Cultural Resources, Geology and Soils (septic system), and Transportation (intersection). Biological Resources potentially impacted are special status plant and animal species;

raptors; and aquatic resources. The project has the potential to impact cultural resources during grading and construction activities on the project site. The installation of the project's septic system(s) could encounter unforeseen obstacles that could prevent the installation of the complete sewage disposal system. The issue of traffic safety at the intersection of Henness Ridge Road and Henness Circle is considered a potentially significant impact. Mitigation measures are proposed to reduce these potentially significant impacts to less than significant levels.

2. The project will result in increased air emissions, including greenhouse emissions; groundwater use; noise; traffic; demand for public services; 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 that addresses potentially significant noise impacts. As noted in Finding 1., the project's potentially significant impacts on on-site biological and cultural resources can be reduced to less than significant levels with the implementation of proposed mitigation measures. Likewise, the project's potentially significant impacts on the issues of geology and soils from septic system(s) installation and transportation (intersection of Henness Circle and Henness Ridge Road) can be reduced to less than significant levels. Project impacts are individually limited and not cumulatively considerable.

3. The project has the potential to cause direct substantial adverse effects on human beings relating to septic system installation and a roadway intersection. Mitigation is proposed to reduce these potentially significant impacts to less than significant levels.

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.

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; Mariposa County Resource Conservation District, Mariposa County Unified School District, Mariposa County Sheriff, National Park Service (Yosemite), State Regional Water Quality Control Board, State Water Resources Control Board, CAL FIRE, Pacific Gas & Electric, and Sierra Telephone, and the U.S. Army Corps of Engineers.

No significant effect is also 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

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 4

Comments Received PRIOR to IS MND Review Period End

(Period Ended September 11, 2023)

***10/2/23- Corrected to include:**
Comment 3. Ted Williams - Comment Attachment Letter Added
Comment 4. Marsha Novak and Jeff Beranek- Comment Attachment Letter Added
Comment 85. Debra Kroon- Comments Added
Comment 86. Robert Kroon- Comments Added

***10/3/23 Amended to include:**
Comment 87. John Mock Comment 2 - Added

COMMENT 1. Katie Weber

From:	Katie Weber
To:	Steve Engfer
Subject:	public comment - General Plan/Zoning Amendment Application No. 2020-096/Site Plan Review Application No. 2023-064
Date:	Sunday, August 13, 2023 8:25:27 PM

Hello - I'm writing with a couple of questions regarding the proposal for 7548 Henness Circle, Yosemite, CA 95389 from the LeBlanc/Scenic Wonders organization. I own a property around the corner on Henness Circle. I am an active community volunteer for fire preparedness and I think it's worth noting Scenic Wonders represents a sizable contributor to our annual community chipping day, which is much appreciated and should be acknowledged.

I would like to see the county respond to two points:

(1) In the mailing I received, it says "Note: it is likely that single family residences and secondary residences as well as vacation rental and b&b uses will be added as permitted uses in the final version of the new mixed-use zoning text that will be considered for adoption."

My comment: I don't understand the point of the mailing/site plan I received as well as the public comment period if it's likely that the final version of the plan considered for adoption will substantially change and in fact increase in scope. The version of the plan in the mailing seems geared at supporting Scenic Wonders as a property management company with "employee housing" and administrative facilities. This is very different from active vacation rentals and single-family/second residence developments. I would like to see transparency in the intended end result for Scenic Wonders and I hope the county will insist on that to balance the interests of the developers with the interests of the community.

My question: Can Mariposa County clarify whether the plan in the mailing represents firm commitments/limitations on the part of Scenic Wonders or if it is just an "example" plan that may have no basis in reality when they actually start construction?

(2) In the CEQA initial study, I noticed that "the project will operate with a privately-owned public water system" (please see below for the full text).

My question: Is the State Water Resources Control Board likely to approve a small privately-owned water system or would there be direction to link this to the Yosemite West Maintenance District? If so, would this represent a "second source" of water for the community, which currently has not been provided by the County? If it's not being linked, how confident is the county that flow of #9 will not be affected in the future, especially given my question (1) above about possible scope creep for the uses of the site?

Full quote from the CEQA document:

Water System: The project will operate with a privately-owned public water system licensed by the State Water Resources Control Board. The system will include two private water wells, storage tanks, control and warning systems, electric generators, heated well and tank sheds, and two new fire hydrants near Henness Circle. Preliminary approval of the private water system has been granted. Two water storage tanks totaling 50,000 gallons will be installed on site to serve Phase I and Phase II development. In addition to providing current independent utility for existing operations of the site, the water storage will also be sufficient to accommodate the intended project uses and will serve as additional water reserves for local

fire emergencies. There is currently a well (Well #4) on the 6.22-acre project site that produces 10 gallons per minute (gpm) with a State allocated five gpm. The project site also has available water near the adjacent property to the north with a second well (Well #3) that produces approximately 47 gpm with a State allocated 23.5 gpm. Pump testing of the wells did not affect the other well's flow production or Yosemite West Maintenance District's Well #9.

Sarah Hughes

From: Steve Engfer
Sent: Monday, August 14, 2023 5:44 PM
To: Skip Strathearn
Subject: FW: General Plan Amendment Application No. 2020-096

Comment 2.

Steve Engfer
Planning Director, Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street Mariposa CA • 95338
(209) 742-1250 • Fax (209) 742-5024
sengfer@mariposacounty.org

www.mariposacounty.org/planning

From: Matthew Adams <matthew@anseladams.com>
Sent: Monday, August 14, 2023 5:16 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Subject: General Plan Amendment Application No. 2020-096

Good afternoon,
The vacation rental business is one that has taken over most of Yosemite West, for better or worse, and has created new pressures. My concern as a Yosemite West homeowner is that a plan approved for employee residential housing simply adds more units to the rental pool. Is there a means of keeping the facility from being turned into hotel / condo in the event that Scenic Wonders changes ownership or business model? If the plan is approved on the basis of employee / low income housing, can that be maintained?
Assuming that these can be maintained, I have no objection to the plan.
Best,

Matthew Adams
The Ansel Adams Gallery
Yosemite National Park
www.anseladams.com

Sarah Hughes

From: sstrathearn@mariposacounty.org
To: File Share
Subject: RE: SB1263 process for Site Plan Review 2023-064

From: Ted Williams <tedwilliamsvlsi@gmail.com>
Sent: Tuesday, August 22, 2023 9:30 AM
To: Steve Engfer <sengfer@mariposacounty.org>
Subject: SB1263 process for Site Plan Review 2023-064

Director Engfer,

Many homeowners in Yosemite West oppose the massive development proposed by General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064.
One of the specific concerns that keeps coming up is whether the applicant (Scenic Wonders) has followed the SB1263 law regarding consolidation with neighboring public water systems. It appears that the Yosemite West Maintenance District did not ever take a vote regarding consolidation. The benefit could be adding system redundancy with the proposed new 28gpm well capacity, which is a substantial portion of the existing capacity of 85gpm community well.

The 8/10/2023 Initial Study states "The project will operate with a privately-owned public water system licensed by the State Water Resources Control Board."
Can you provide a copy or pointer to the license/letter from the State Water Resources Control Board or any SB1263 report submitted by the applicant for this proposal?

Thank you,
-- Ted Williams
408-355-5101

Ted Williams
7591 Azalea Lane
Yosemite West

August 27, 2023

To: Mariposa Planning, Director Engfer, Planner Strathearn

From: Ted Williams, Yosemite West

Subject: General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064

Comments for Planning Commission:

The impacts of the proposed plan for the development of the parcel APN 006-150-003 are severe. The proposal is for a dense complex including 23,150 square feet of development in 7 structures, housing for 32 employees, 53 parking spaces, 4 new driveway access points to Henness Circle, two 1000gallon on-site tanks for diesel/gasoline fuel storage, 2 private wells, and wastewater septic fields.

I request that **the 9/15/2023 vote on the proposal to adopt a Mitigated Negative Declaration of environmental impacts be rejected or postponed**, because it is premature. The impacts are severe enough to warrant a full Environmental Impact Report due to the many factors:

- increased traffic and worsened congestion at all times of year
- dangerous road conditions in winter around the tight hill on Henness Circle
- change of community character due to adding large business presence
- commercial signage, becoming out-of-place in the residential community
- environmental risks from on-site fuel tanks and risk of spillage or leakage

Further, in the past there was a specific statement from Mariposa County saying that any re-zoning within Yosemite West would always **require a full EIR**. The following snippet is from a 2/22/2017 letter (full letter available on request) from the then-Mariposa-Public-Works-Director to the then-YNP-Superintendent in connection with Henness Ridge Road access:

> 19. Any application to change the zoning on any parcel in Yosemite West or the area would require a full review process, review pursuant to the California Environmental Quality Act (CEQA) and review by potentially impacted agencies (including the National Park Service).

Even if determination is made to pursue an MND instead of an EIR, there are several specific issues (#1 to #5 below) that need to be clarified, corrected, and/or changed in the proposal **before an MND should be brought to a vote** of the Planning Commission:

1) All uses of the property should be clarified without leaving the door open for future additional conditional uses or increased scope within the zoning text. The current documents state that additional single-family residences, secondary residences, and vacation bed-and-breakfast uses "might" be added to the final version of the mixed-use zoning text. There also needs to be assurance that the final zoning text does not eventually get uses added back that were previously proposed but since deleted, including for a check-in-center business storefront, retail (food/sundries) store, and internet café. **Public comment on a proposed MND needs to be on the final zoning text**, not an incomplete open-ended list of potential uses.

2) The documents have clarified that the capacity of the 2 ScenicWonders wells have a combined state-rated capacity of 28gpm, which is a substantial 32% of the rated capacity of the current sole well#9 of the Yosemite West Maintenance District servicing the entire residential community. The state water board has recommended in their SB1263 PTR review letter that ScenicWonders install valves to allow for a potential **emergency interconnection between the water systems**. Since the proposal is already planning to re-lay the main-line of the YWMD connection supplying the community tanks (to move it over by 50 feet so not under a proposed building), their proposal is already including the cost to excavate and replace a section of main pipeline. So, adding an interconnection valve (as recommended by the state water board) would be feasible and almost no incremental cost to what is already proposed. The significance of having an emergency interconnection is especially obvious considering the events earlier this year 2023 when the main pipeline for YWMD was out-of-service for weeks due to storm damage. A second well-source and interconnection could have mitigated the outage to the Yosemite West community, and redundancy would be improved for both systems. I request that the requirement for an emergency interconnection valve be made part of the water-licensing and building permit requirement for the proposed new water system.

3) The current proposal intends to build "employee housing" within the proposed new zoning area. There is not yet any specific language that defines whether any future portion of the zoning area could be sold (potentially after subdivision or lot-line-adjustments), and what **deed restrictions** would remain on any sold parcel portions. I request that since the proposed use is a "low-cost" housing element to support employees, that the zoning text be changed to include deed restrictions that would enforce any residences built within the new mixed-use zone would be required to remain low-cost employee housing, and any subdivisions not allowed to be re-sold as general unrestricted, lots, residences, or rental properties.

4) The proposal seeks to create a business operation center with the only road access via the Yosemite National Park road system. Submitted documents contain an email letter from NPS dated 8/13/2020 stating that commercial

vehicles (including all vehicles connected/supporting a business) would require a permit from the NPS superintendent with explicit permission to use park roads, but there is no documentation that such permission has been received by ScenicWonders. The MND proposal should not be allowed unless **permission for commercial vehicle usage** can be confirmed granted by the NPS.

5) The proposal requires **pipelines to be build under the county-owned road** (Henness Circle), both to supply water from well#3 to the APN 006-150-003 parcel, and to discharge sewer effluent to the proposed leach field on APN 006-150-002. Has the county clarified if these new proposed pipelines are allowed on easements without change of any land ownership or any "taking" from public (county) land of the roads? If easements are required, have they been granted? An MND should not be allowed if it remains unclear whether the proposed pipelines for water and sewer would actually be allowed to be built traversing under county public roads.

I request the Mariposa Planning Commission either rejects or re-schedules the vote on the MND. Please reconsider why an MND could be allowed when earlier statements from Mariposa County officials to YNP officials stated that an EIR would always be required for Yosemite West re-zoning considerations. Either way, I request that any action from the Planning Commission be postponed until a later date, when all 5 of the above issues are addressed, each with a specific conscious decision or mitigation.

Thank you,

Ted Williams
Yosemite West

Sarah Hughes

From: Marsha Novak <mnovak@ucla.edu>
Sent: Saturday, August 26, 2023 7:13 PM
To: Steve Engfer; Skip Strathearn
Subject: "GPZA application No. 2020-096; Site Plan Review application No. 2023-064"
Attachments: YW Scenic Wonders Concerns.docx

Please see attached document

Thank you,

Marsha Novak and Jeff Beranek

Marsha Novak, Jeff Beranek
2162 Roscomare Rd
Los Angeles, CA 90077

8/26/23

To Whom It May Concern:

Although we understand that Scenic Wonders has followed the appropriate legal paths for the rezoning and subsequent building on their property at 7548 Henness Circle, we do have concerns with their plans for this area.

In the Mariposa County Document Center, we found a document “Water-Permit-STATE-WATER-BOARD-Scenic-Wonders-Approval-Letter_March-22” stating:

> “The State Water Board has reviewed the report and has found the Preliminary Technical Report to be complete. The State Water Board recommends the following items be considered moving forward:
>
> • Nature Bridge is an education campus approximately one mile from the proposed Scenic Wonders. The State Water Board recommends that Scenic Wonders extend drinking water service to Nature Bridge. Scenic Wonders and Nature Bridge would operate under a single domestic water supply permit.
>
> • Yosemite West Water System is an existing community water system adjacent to the proposed Scenic Wonders. Scenic Wonders should install a future emergency connection with Yosemite West Water System. An emergency connection will improve the resiliency of both water systems.
>
> • Mariposa County Public Works manages water systems in the area. Scenic Wonders should consider contracting with Mariposa County for operations and management services.”

This would potentially lead to at least two entities sharing the same aquifer. From what we understand there are 2 wells on the Scenic Wonders properties with a combined rated 28gpm (gallon per minute) capacity, which is approximately 32% of the rated 85gpm capacity of the sole existing Yosemite West Maintenance District (YWMD) well #9 for our community. Currently, there is no proposed interconnection of the YWMD and Scenic Wonders system to provide backup water in the event of an issue. We are highly concerned about the long-term water capacity of the common aquifer of these wells. The addition of Nature Bridge further compounds the issue. The State Water Board recommendation of extending drinking water service to Nature Bridge must be thoroughly researched to assess the potential impact to the YWMD. Ultimately, this action of linking these systems either via implication of wells connecting to the same aquifer or via direct connection is concerning. Water has been a significant issue in Yosemite West and continues to be in greater jeopardy.

The adoption of a MND saying that the proposal has "no significant impact to traffic, noise, congestion, crowding, environment, or community character in Yosemite West.” is not a true reflection on our quality of life. There has been a great reduction in the sense of community over the years as more and more of the properties are now short-term rentals. We are impacted at our home at 7483 Henness Circle by the current short-term rentals with recurrent trespassing on our property despite signs that we are not a rental, light pollution from bright outside lights being left on all night, and non-traffic related noise during quiet hours when people arrive at the rentals. From what we have read in the Mariposa County documents, non traffic noise nor outside lighting were not included in any of the studies.

An additional concern is that rezoning of this property may lead to the rezoning of other portions of Yosemite West, causing an increase in density of housing or short-term rentals.

Thank you for your time,

Marsha Novak and Jeff Beranek

Sarah Hughes

From: John Hipskind <john4926@comcast.net>
Sent: Saturday, August 26, 2023 12:05 PM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

Hello,

I am a co-owner of the home on 7456 Henness Circle.

I support the re-zoning with the stipulation that there is a requirement for an emergency interconnection valve to be made part of the water-licensing and building permit requirement for the proposed new water system.

The state water board recommendation in their SB1263 PTR review calls for ScenicWonders to install the valves to allow for a potential emergency interconnection between the water systems of ScenicWonders and YWMD.

The current proposal already includes the cost to excavate and replace a section of main pipeline. So, adding an interconnection valve would be feasible and almost no incremental cost to what is already proposed.

A second well-source and interconnection could have mitigated the outage to the community, provide increased fire suppression efforts in the future, and providing for a redundancy that would improve both systems.

Sincerely,

John Hipskind
559 242 0250

Sarah Hughes

From: Westlake Properties <westlakeprop@att.net>
Sent: Saturday, August 26, 2023 10:06 PM
To: Steve Engfer; Skip Strathearn
Cc: Ken LeBlanc; Amy Shawver
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

Dear Mariposa Planning Department,

This letter is to serve as a formal record of my support, as well as that of my husband Robert Shawver's support of the Scenic Wonders' employee housing project. We strongly feel that this is a wonderful project and will greatly benefit the homeowners and neighborhood of Yosemite West. Scenic Wonders maintains the homes they manage in a very professional manner and help keep the neighborhood looking good, help deter fires by conducting proper property maintenance, and are in general a great asset to the area. This project will help the company run more efficiently, which can only help make their properties be maintained better and have a more efficient use of time and resources. In our opinion, we do not see any negative impact that the project will cause. We respectfully urge you to please approve the project as presented by Scenic Wonders.

Thank you for your time and consideration.

Sincerely,

Robert & Amy Shawver

Owners of 7400 Choke Cherry, 7170 Yosemite Park Way, & 7174 Yosemite Park Way

Sarah Hughes

From: moose mutlow <moosemutlow@gmail.com>
Sent: Monday, August 28, 2023 7:36 AM
To: Skip Strathearn
Subject: Scenic Wonders Project - Zoning Amendment

I am writing to fully support the application by Scenic Wonders for a zoning amendment for their project. Centralizing Scenic Wonders commercial operation with housing, laundry and support will be a net improvement for Yosemite West. Bringing additional water resources on line in the area is a critical element for overall resilience for Yosemite West in the event of an emergency. Accessing increased water storage and maintaining fire flows into the community via the NESC water connection is a valuable fire response addition.

Yosemite West is an important TOT source for Mariposa County, allowing businesses to carry out sensible growth and consolidation should be supported by County Leadership.

--

Yosemite, CA | Website
Books | Instagram
Family Liaison Training and Resources
Online Family Liaison Officer Class

7303 Buck Brush Lane
Yosemite
sergiop@caltech.edu

Steve Engfer, Planning Director
Mariposa County
5100 Bullion Street
Mariposa, CA 95338

August 29, 2023

Dear Director Engfer,

Re. General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064

I am writing to oppose the approval of the Mitigated Negative Impact Declaration for this application, as I believe that the scale of the proposed development and its specific characteristics warrant a CEQA environmental review. I request that a full study be conducted, as the proposed development would have major impacts on the neighbourhood.

The main reasons for my opposition are listed here.

1) The proposed development would allow a large increase in the number of residents at Yosemite West, with increase of vehicular traffic and, of course, a great increase of the risk of loss of life in case of a forest fire that blocks escape along our sole access road from Yosemite National Park.
2) The storage of a large quantity of gasoline, propane or similar petroleum products at Yosemite West poses a specific fire risk.
3) The proposed establishment of a Yosemite West Mixed-Use Zone will forever change Yosemite West. It will lead to further commercial expansion, noise and light pollution, and environmental damage.

These matters have not been adequately addressed in the initial study, and a full environmental impact review will be needed to determine if such a development could be allowed.

Sincerely,

Sergio Pellegrino

SP/H289

Sarah Hughes

From: Ted Williams <tedwilliamsvlsi@gmail.com>
Sent: Thursday, August 31, 2023 11:10 AM
To: Steve Engfer
Cc: Skip Strathearn
Subject: Comments on GPZA 2020-096 and Site Plan Review Application No. 2023-064
Attachments: GPZA_2020-096_SiteReview_2023-064_comments_tw.pdf

Director Engfer,

Thank you for the information and pointers regarding the PTR and other documents.

Attached is a letter with my comments and requests. Please include the letter in the staff report to the Mariposa Planning Commission. I am requesting the MND proposal at the 9/15/2023 meeting be rejected or the vote rescheduled, for the reasons stated to address several issues, and potentially require a full EIR.
Thank you,
-- Ted Williams

Rosanna Coveyou
7277 Yosemite Park Way
Yosemite West, CA 95389
August 26, 2023

Mariposa County Planning/Steve Engfer, Planning Director
5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
Email: sengfer@mariposacounty.org

Dear Mariposa County Planning/Steve Engfer, Planning Director:

I am writing to submit a public comment regarding the Scenic Wonders Employee Housing Project. I am in favor of the project and would like to see the passing of General Plan Zoning Amendment (GPZA No. 2020-096).

I currently am the owner of two properties in Yosemite West and have been utilizing Scenic Wonders as our property manager. They have done an excellent job as a property manager and I believe the Housing Project will enable them to continue to do excellent work in supporting homeowners such as myself as well as the greater Yosemite West community, Mariposa County, and Yosemite National Park.

The many benefits of this project include:

- Support more efficient operation of Scenic Wonders
- Secure Long-Term Housing for the Employees
- Improve traffic in the community and reduce environmental impact of their operations
- Continue to support small business owners by providing quality service for the condominiums and homes in Yosemite West
- The commercial laundry for the Scenic Wonders group will reduce up to half a million gallons of water use from the Yosemite West District sewer system
- It will also incorporate a water recycling system that re-uses up to 80% of the wash water, a significant reduction of water consumption in our watershed.
- The new laundry also greatly reduces local traffic since most all laundry is done at each individual rental home that staff are having to drive back and forth to change laundry loads for each reservation.
- With a successful zoning decision, Scenic Wonders may be able to hookup a mutually beneficial water connection between our Scenic water system on the 15 acre property and the Yosemite West community water system.

Thank you for reading my letter of support for the approval of the application. I urge you to take action to approve the Scenic Wonders zoning amendment.

Sincerely,

Rosanna Coveyou

Rosanna Coveyou

Sarah Hughes

From: casa.fede@verizon.net
Sent: Thursday, August 31, 2023 4:59 PM
To: Skip Strathearn; Steve Engfer
Subject: Employee housing for Scenic Wonders

You don't often get email from casa.fede@verizon.net. Learn why this is important

Dear Mr. Strathearn and Mr. Engfer,

We currently rent our Wawona home through Scenic Wonders. We are writing this email message in support of the employee housing project the company has planned. Scenic Wonders' employees often live in crowded situations without basic needs. At a minimum, these hard-working housekeepers, maintenance workers, and managers deserve adequate living quarters. At a time when many employees throughout the state are unable to accept jobs because of lack of housing, we believe we should all be embracing the generosity of Scenic Wonders' plan to upgrade their workers' living conditions.

Sincerely,

Kelly and Fede Peinado

Sarah Hughes

From: Jan Shima <artsjanshima@yahoo.com>
Sent: Thursday, August 31, 2023 6:03 PM
To: Skip Strathearn
Subject: KL Water & Land LLC Project APN 006-150-003

You don't often get email from artsjanshima@yahoo.com. Learn why this is important

To Skip Strathearn

Re: KL Water & Land LLC Project APN 006-150-003, ScenicWondersEmployeeHousing
7548 Henness Circle, Yosemite West CA 95389

This project will provide great benefit to the entire area, in land use, water, septic, traffic management and services.
We support this project wholeheartedly and encourage Mariposa Planning Commission and Mariposa Board of Supervisors to approve Zoning Amendment Application #2020-096 and Site Plan Review Application #2023-064
as soon as possible so this project can move forward and expedite it's completion.

Sincerely,
Clayton & Jan Shima Trust, Owners of Yosemite West condos A208 and B204
Jan Shima
artsjanshima@yahoo.com
https://www.janshima.com/
https://geogalleries.com/janshima/

Sarah Hughes

From: Scott <scott@scenicwonders.com>
Sent: Thursday, August 31, 2023 9:13 PM
To: Skip Strathearn; Steve Engfer
Subject: Support for employee housing in Yosemite West!

[You don't often get email from scott@scenicwonders.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To Mariposa Planning Commission,

I am writing to you in support of the Scenic Wonders plan to build employees housing in Yosemite West. As A lifelong resident of the mountain area surrounding Yosemite I have seen our industry focus more and more into tourism and any steps we can do to improve the function of this industry will be of benefit to our communities. I believe it will be of benefit to the whole of the community to increase the number of long term rental properties. By being able to have more housing for staff on location it will improve our ability to service the home owners and nightly renters needs. The addition of laundry to our facilities I believe will reduce the load on the county sewage treatment facilities.

Thank you,
Scott Whitley

Sarah Hughes

From: Jeffrey Hornacek <jthornacek@gmail.com>
Sent: Friday, September 1, 2023 12:37 PM
To: Skip Strathearn
Subject: Scenic Wonders Project GPZA application No. 2020-096

You don't often get email from jthornacek@gmail.com. Learn why this is important

Skip,
Melissa and I support the Scenic Wonders Project as proposed.

They have been the most professional management company in Yosemite West for over 30 years. Their staff are hard working and friendly members of our community. Their staff is here when the winter storms and summer fires threaten our safety. They bring valuable resources from plow trucks and snow blowers to manual labor to clear the never ending fire fuels from our neighborhood. This Project will improve these much needed homeowner services and a reliable workforce as Yosemite West builds out to completion.

Affordable housing for a reliable workforce is a crisis throughout the state and county. Scenic Wonders has part of the solution to this huge problem with this Project. They are doing it with private funding and ahead of any government solutions.

The Project is a much lower density of building per acre than the rest of the community. It's self-sufficient with private water and septic systems. The well pump tests and community watershed studies by a leading expert show no effect on the community water well. It brings 50,000 gal of additional water storage and fire hydrants to Yosemite West. And it could bring an emergency water supply to the neighborhood water system.

The proposed Commercial Laundry with water recycling is a huge step forward in conserving water in our area. It greatly reduces water and sewer flows in the troubled Yosemite West systems. This laundry will also significantly reduce the local traffic generated by doing laundry in each individual home for each reservation.

Yosemite West needs this project to improve and conserve water supply, reduce local traffic and provide housing for a much needed workforce in our isolated community.

Sincerely,
Melissa and Jeff Hornacek

Sarah Hughes

From: Marilen McIntyre <marilen@pacbell.net>
Sent: Friday, September 1, 2023 12:40 PM
To: Skip Strathearn
Subject: Scenic Wonders Project

You don't often get email from marilen@pacbell.net. Learn why this is important

> Hi Ken:
>
> I have known you for a long time. It was in 1999, I believe, that I hired Scenic Wonders to manage my property in Yosemite West (YW). And the rest is history. Scenic Wonders continues to grow and flourish in many ways as it matures and takes it rightful place as a major player in the YW community.
>
> Thank you for asking me to review your proposal to build long-term employee housing and much more. As those who are familiar with YW, services here can be few and far between “us and them.” This is not surprising for any rural community in California. What is surprising is that you figured out what to do about it.

> Having employees reside in their own housing in the area, especially during winter, saves them the stress of having to commute in unpredictable weather. It also assures owners that the necessary cleaning, supplies and maintenance will be available regardless of Mother Nature.
>
> The proposal creates several other benefits to the greater community. The on-site laundry will reduce a great deal of water use from the YW district sewer system. It will incorporate a water recycling system that re-uses up to 80 percent of the wash water, a huge reduction in Scenic Wonders watershed water consumption.
>
> I think another plus in your proposal is that the project has its own water and septic tanks. We all know how important it is for adequate fire protection as we have painfully watched what has happened in Maui and in other parts of California. With your proposed zoning enactment, the greater Yosemite West community also may be able to connect to the Scenic Wonders water system as well. This too could provide additional water to fight dreaded wild fires.
>
> I truly hope the Planning Commission and Board of Supervisors approve the Scenic Wonders Project so there may be more water preparedness and peace of mind for residents and guests of lovely Yosemite West.
>
> Sincerely,

Marilen McIntyre

Virus-free.www.avg.com

Sarah Hughes

From: Bruce & Yoli Monroe <bnymonroe@gmail.com>
Sent: Friday, September 1, 2023 3:00 PM
To: Skip Strathearn; Steve Engfer
Cc: Ken Leblanc
Subject: Support for Scenic Wonders Project (General Plan/Zoning Amendment)

You don't often get email from bnymonroe@gmail.com. Learn why this is important

Dear Mr. Strathearn and Mr. Engfer:

I am one of the owners of a cabin in the Wawona area of Yosemite. I have read the primary documents for this project on the County website. The project would permit construction of employee housing, a laundry facility, fuel and water storage facilities, and septic facilities.

Our family supports this project and recommends its approval. In addition to assisting Scenic Wonders' business interests, it would benefit the community in reducing water use and local traffic.

Sincerely,
Bruce Monroe

Sarah Hughes

From: JUDY ZHU <judyzhutx@gmail.com>
Sent: Saturday, September 2, 2023 3:59 PM
To: Skip Strathearn
Subject: Scenic wonder employee housing project

Hi, Mariposa count
We are home owner of 7431 Yosemite parkway and we fully support the employee housing project scenic wonder is working on. This will definitely benifit whole YW community.

Yingying zhu and Henry Ligon
Home owner of 7431 parkway .

Sarah Hughes

From: Andy Chen <xushengchen2020@gmail.com>
Sent: Saturday, September 2, 2023 4:03 PM
To: Skip Strathearn
Subject: Scenic wonder employee housing project

You don't often get email from xushengchen2020@gmail.com. Learn why this is important

Hi, Mariposa count
I am the home owner of 7181 Yosemite parkway, 7483 heness ridge and 7466 henness circle
I fully support the employee housing project scenic wonder is working on. This will definitely benifit whole YW community.

Xusheng Chen
Home owner of YW

Sarah Hughes

From: Glenda Graham <gkgrahama@gmail.com>
Sent: Sunday, September 3, 2023 8:59 AM
To: Skip Strathearn
Subject: Scenic Wonders- GENERAL PLAN/ZONING AMENDMENT NO. 2020-096 SPR 2023-064

You don't often get email from gkgrahama@gmail.com. Learn why this is important

Dear Mr. Straethearn,

I am writing to encourage your favorable opinion of the proposed construction as described in the subject line above.

As long-time owners of a Yosemite West Condominium since 1977, my husband and I have experienced the need for reliable, long-term employees to manage the units.
The long-standing issue of providing acceptable housing for employees has limited the attractiveness of recruiting and retaining dependable staff.

The proposed additions outlined in the project will address this issue along with several other positive changes to the Yosemite West tourist industry.

Sincerely,

Gary and Glenda Graham
3267 Ben Hur Rd.
Mariposa, CA 95338
209 966-6991
209 777-0999

Sarah Hughes

From: William Podolsky, MD <radmd1@aol.com>
Sent: Sunday, September 3, 2023 12:17 PM
To: Steve Engfer; Skip Strathearn; Karen Podolsky; harryhagan@gmail.com; debby.o.hagan@gmail.com; Robert Crooks; Joan Sinclair
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from radmd1@aol.com. Learn why this is important

As homeowners on 7589 Dogwood Lane, off Henness Circle Road in Yosemite West, we strongly oppose the construction proposal by KLWL/Scenic Wonders on lower Henness Circle. We have many concerns:

1. Road Safety and Fire Safety: There is only one exit road from the homes and condos on Henness Circle, and that goes by the proposed construction. The construction could be a choke point which significantly increases the number of cars, trucks, and potentially heavy equipment at that location. Worse, it would have large gasoline and diesel storage tanks and industrial laundry that create the risk of a disastrous fire, which could sweep rapidly up the hill to the condos and homes above, while providing a choke point on the one exit.
2. Sanitation and odor: The proposed leach field (septic field) on the east side of their project is just below our homes on Henness Circle. A north wind would bring odor up to our community.
3. Water: I am delighted that KLWL plans to bring water to the already-built NatureBridge, so that this can open up for students. However, we are concerned that this production may not hold up in dry years; worse, it may impact the already limited production serving the entire Yosemite West (YW) Community. We would be happy to have KLWL sell water to NatureBridge for several years to test how well the production at their well and at YW holds up after a couple dry years. In our minds, priority should be given to the needs of YW and NatureBridge before even considering any new construction.
4. Size of project, nature of the community, noise and traffic: The proposed building sizes alone are a substantial impact on the nature of this quiet semi-wilderness community. However the proposal for 53 parking spaces clearly plans for something even larger. This doubles the number of spaces off Henness Circle.

In short, we ask that you refuse the rezoning request and encourage KLWL to sell water to NaturBridge.

Sincerely, William and Karen Podolsky

Sarah Hughes

From: Dennis Schmidt <daydreaming1949@aol.com>
Sent: Sunday, September 3, 2023 3:48 PM
To: Skip Strathearn
Subject: Support for General Plan Zoning Amendment - Scenic Views Project

You don't often get email from daydreaming1949@aol.com. Learn why this is important

Dear Skip Strathearn

I am writing to express my support for the General Plan Zoning Amendment (GPZA) for the Scenic Views Project, requesting a change in the zoning of the 6+ acre parcel north of the Yosemite West Condominiums. As the owner of Serentiy Pines, located at 7296 Black Oak Ln, I believe that this project will bring numerous benefits to our community.

The Scenic Views Project, owned by Ken LeBlanc, aims to create a central complex to house staff, equipment, supplies, storage, and a commercial laundry facility. This project has undergone extensive planning, engineering reviews, and environmental studies over the course of several years. The primary goals of the project are to enhance operational efficiency, provide long-term housing solutions, and maintain the high-quality service standards for the condominiums and homes in our community.

The project proposes the construction of 8 residential-sized buildings, accommodating up to 46 people. These buildings have been thoughtfully positioned downhill, ensuring compliance with setback standards and minimizing any potential impact on the existing condos. All buildings meet the current standards for residential structures in Yosemite West, including size, height, and yard setbacks.

In terms of infrastructure, the Scenic Views Project includes its own water and septic systems. A 50,000-gallon water storage tank will be installed, connected to the project and the two new fire hydrants near Henness Circle Road, providing essential fire protection. The tank will be located away from the existing condos, and measures will be taken to integrate it harmoniously into the surroundings.

The benefits of the Scenic Views Project extend beyond operational improvements. The proposed commercial laundry facility for the Scenic Wonders group will significantly reduce water consumption from the Yosemite West District sewer system, potentially saving up to half a million gallons of water annually. The project also incorporates a water recycling system, which can reuse up to 80% of the wash water, contributing to water conservation efforts within our watershed. Furthermore, centralizing the laundry operations will greatly reduce local traffic, as staff will no longer need to commute between individual rental homes for each reservation. Additionally, this change will reduce water and electricity consumption and minimize wear and tear on the home properties' individual laundries.

I wholeheartedly believe that the Scenic Views Project will bring numerous benefits to our community. By providing employee housing, conserving water, reducing traffic, and improving cost efficiency, this project aligns with the needs and goals of our community. I urge the Mariposa County Planning Department to support the General Plan Zoning Amendment for the Scenic Views Project, helping to ensure the continued success and sustainability of our community.

Thank you for your time and consideration. Should you require any additional information or have any questions, please feel free to contact me at 559-790-2254 or Daydreaming1949@aol.com

Sincerely,

Dennis Schmidt

Serenity Pines

7296 Black Oak Ln

Yosemite National Park, CA 95389

Skip Strathearn

From: Holly Webb <holly@yosemitecpa.com>
Sent: Monday, September 4, 2023 10:43 AM
To: Steve Engfer; Skip Strathearn
Subject: "GPZA application No. 2020-096; Site Plan Review application No. 2023-064"

You don't often get email from holly@yosemitecpa.com. Learn why this is important

Dear Skip and Steve:

Thank you for the opportunity to comment on this proposed project by Scenic Wonders.

I am a property owner of TWO lots in Yosemite West. A full developed lot with a duplex home, that is occupied year-round, and an empty lot that is available for development.

I am in full support of the proposals for 7548 Henness Circle. I appreciate the initiative of the owners to move all laundry operations for their extensive vacation rental operation to a more efficient system, reducing traffic in our neighborhood and relieving pressure on our community water system. I know that I will benefit for less traffic from cleaners driving back and forth to change laundry inside vacation rental homes, and it will be good for the environment, both from the reduced vehicle traffic and reduced use of water. I also appreciate their efforts to provide and create their own water system for their project, which provides future opportunities for potential cooperation with the users of the existing water system, and could possibly provide very helpful relief, in situations such as we experienced this spring when we had significant downtime in the main community system.

I agree with the proposed finding of no impact to traffic, noise, congestion, crowding, environment, or community character in Yosemite West. In fact, it will reduce traffic, the project occupancy is less dense than the current community, and keeps the same or improves community character by better managing the existing vacation rentals that are the core of this particular community.

Finally, I find the owner/manager of Scenic Wonders to be a good steward of our community and that the Scenic Wonders operation in Yosemite West as a whole provides an essential community service to Yosemite West and the entire county by providing well managed vacation rental options that provide important revenue to our county, without the problems of non-professionally managed vacation rentals, including overcrowding, traffic, noise and neglect. Also, in the winter, snow is properly removed and guests are more able to travel easily without blocking roads, which is a problem not handled properly by some other vacation rental services and private owners. Scenic avoids these problems and is a model operator of vacation rentals in our community.

Sincerely,
Holly Webb

Holly B Webb, CPA, CMA
holly@yosemitecpa.com
(206) 992-9190 CELL
about.me/hollywebb

From: President, Yosemite West Property & Homeowners, Inc. <president@yosemitewest.org>
Sent: Monday, September 4, 2023 9:23 AM
To: Info, Yosemite West Property & Homeowners, Inc. <info@yosemitewest.org>

Subject: Re-zoning application hearing 9/15/2023 dial-in info, requesting public comment by 9/6/2023, for 7548 Henness Circle

Thank you to everyone attending the 9/3/2023 community picnic who raised good points about the re-zoning proposal for 7548 Henness Circle.
The application proposes creating a new Yosemite West "mixed-use light-business" zone for that specific 6.22acre parcel for the development shown in the proposed site plan map .
The new zoning would permit multi-family units and maintenance support facilities for Scenic Wonders' operations. Proposed conditional uses include on-site fuel bulk-storage tanks, and additional uses mentioned as likely to be added in final text zoning allowances could include vacation rentals, and/or on-site bed-and-breakfast operations.

The Mariposa Planning Commission agenda for 9am on 9/15/2023 is the scheduled public hearing to consider:

- adopting a Mitigated Negative-Impact Declaration (MND) to assert claims that the re-zoning proposal has "no significant impact" to traffic, noise, congestion, crowding, environment, or community character in Yosemite West.
- approving General Plan Zoning Amendment (GPZA) Application #2020-096 and Site Plan Review application #2023-064
- adopting an ordinance approving the re-zoning of the Scenic Wonders parcel APN 006-150-003 pursuant to GPZA #2020-096

For the Planning Commission to consider the community's input, comments must be sent directly to Mariposa Planning Department.
Comments need to be received **prior to 5pm this Wednesday 9/6/2023** to be included in the staff report to the Mariposa Planning Commission as input to their decisions.
Letters may be sent by email to Planning director sengfer@mariposacounty.org and planner sstrathearn@mariposacounty.org and contain the subject line: "GPZA application No. 2020-096; Site Plan Review application No. 2023-064"
Attendance at the public hearing at 9am on 9/15/2023 may either be in person or by voice-only conference call. The dial-in will be finalized in the Planning Commission agenda, and is normally via dialing (929) 352-1921 with conference ID# 129 196 058#
Written letters to Mariposa Planning and/or attendance at the hearing are the way for our community's views to be heard regarding all environmental factors and impacts.

Reference the following documents on Mariposa County websites, including specific links to answer questions from yesterday's community meeting:

- Header page: https://www.mariposacounty.org/2455/Scenic-Wonders
- Detailed documents regarding MND proposal and list of claimed mitigations: https://ca-mariposacounty.civicplus.com/DocumentCenter/Index/3284
- SB1263 recommendations from the State Water Board for emergency water interconnection with YWMD as prescribed for water-supply consolidation.
- Reports from agencies, including folder with water-related SB1263 Preliminary Technical Report and appendices: http://www.mariposacounty.org/DocumentCenter/Index/3166
- Easement agreement with Yosemite Conservancy showing map of proposed septic leach field across from YW mailboxes
- GPZA document set http://ca-mariposacounty.civicplus.com/DocumentCenter/Index/2889 with environmental reports submitted in the original 2020 application.
- Letter sent 1/5/2023 with list of changes since original GPZA application

Sarah Hughes

From: Kimberley O'Neil <info@mockandoneil.com>
Sent: Monday, September 4, 2023 12:38 PM
To: Steve Engfer
Cc: Skip Strathearn; Rosemarie Smallcombe
Subject: APN 006-150-003-0 Yosemite West acreage discrepancy

You don't often get email from info@mockandoneil.com. Learn why this is important

Hello,

The Notice of Public Hearing and Intent to Adopt a Mitigated Negative Declaration re LeBlanc's Zoning Amendment Application No. 2020-096/Site Plan Review Application No. 2023-64 appears to contain a discrepancy in the project description summary.

It states the desired development is on a "6.22-acre project site".

Using the County Assessor's webpage Parcel Information Search Tool, APN 006-150-003-0 is listed at 7.26 acres (see below), a figure that has been published elsewhere for this parcel.

Where is the other 1.04 acres (7.26-6.22 = 1.04)? What is the explanation for the discrepancy between the County's data and the Notice of Public Hearing?

Thank you in advance for your time.

K

Property Address: **7548 HENNESS CIR YOSEMITE NATIONAL PARK CA 95389-9105**

General Information

Parcel # (APN):	**006-150-003-000**
Owner:	See Full Detail
Mailing Address:	**1230 HILL ST SANTA MONICA CA 90405**
Legal Description:	
Use Type:	**RESID. SINGLE FAMILY**
Tax Rate Area:	**051-000**

Full Detail $14.95 Add to Cart

PLEASE NOTE: If a field is empty on this page, there is no data ava
and the field will also be empty on the Full Detail property report.

Assessment

Total Value:	**$348,486**	Year Assd:	**2023**
Land:	**$294,854**	Zoning:	
Structures:	**$53,632**	Use Code:	See Full Detail
Other:		Census Tract:	See Full Detail
% Improved:	See Full Detail	Price/SqFt:	
Exempt Amt:			
HO Exempt:	**N**		

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	**07/09/2018**			See Full Detail
Document Number:	**2018R0002250**			See Full Detail
Document Type:	See Full Detail			
Transfer Amount:	**$275,000**			
Seller (Grantor):				

Property Characteristics

Bedrooms:		Fireplace:		Units:	
Baths (Full):		A/C:		Stories:	
Baths (Half):		Heating:		Quality:	
Total Rooms:		Pool:		Building Class:	
Bldg/Liv Area:		Park Type:		Condition:	
Lot Acres:	**7.260**	Spaces:		Site Influence:	
Lot SqFt:	**316,245**	Garage SqFt:		Timber Preserve:	
Year Built:				Ag Preserve:	
Effective Year:					

Sarah Hughes

From: Emery <kujiraokaes@aol.com>
Sent: Monday, September 4, 2023 1:04 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders-GEN PLAN/ZONING Amendment NO. 2020-096 SPR 2023-064

You don't often get email from kujiraokaes@aol.com. Learn why this is important

Skip and Steve- I wanted to take a moment to provide input and support for the subject title development project (2020-096 SPR 2023-064) submitted by Scenic Wonders. I have been a property owner at Yosemite West for over 30 years and see so many benefits to the community and environment that this project will address. The project addresses community employee quality of life and safety concerns by providing much needed onsite housing. The commercial laundry facility will reduce water usage thereby conserving this much needed resource of water supply for both conservation and possible firefighting capacity. At the same time, the project will reduce traffic by having the local facility thus improving safety and addressing environmental concerns due to car vehicle emissions. The project as a whole provides benefits to the whole community and I whole heartedly support it because it addresses employee quality of life, safety, as well as improving the environment.

Sincerely,
Emery Kujiraoka
Owner: 7540 #B111, Henness Cir, Yosemite West

COMMENT 25. Davida Schmidt

Skip Strathearn

From: Davida Schmidt <stormydazes@aol.com>
Sent: Monday, September 4, 2023 2:11 PM
To: Skip Strathearn
Subject: Letter of Support for General Plan Zoning Amendment - Scenic Wonders Project

You don't often get email from stormydazes@aol.com. Learn why this is important

Dear Skip Strathearn

I am writing this letter in full support of the General Plan Zoning Amendment (GPZA) for the Scenic Wonders Project, which aims to change the zoning of the 6+ acre parcel north of the Yosemite West Condominiums. As the owner of Strawberry Creek located at 7279 Yosemite Parkway Yosemite National Park, 95389, and a part of the Scenic Wonders Vacation Rentals, I believe that this project will bring numerous benefits to our community.

The Scenic Wonders Project, owned by KL Water & Land LLC, has been meticulously planned over the course of five years, involving extensive engineering reviews and environmental studies. One of the main objectives of this project is to provide long-term housing for its staff. Employee housing has been a significant challenge, particularly in rural areas like Yosemite, and addressing this issue has gained attention in local newspapers.

The project is designed to accommodate up to 46 people in 8 residential-sized buildings. To comply with setback standards, the buildings have been strategically positioned downhill, as far away from the condos as possible. Each building adheres to all current standards for residential buildings in Yosemite West, including size, height, street, and side yard setbacks.

Furthermore, the Scenic Wonders Project features its own water and engineered septic systems. A 50,000-gallon water storage tank, connected to the project and the two new fire hydrants near Henness Circle Road, has been incorporated for important fire protection. This tank, which will be placed at the end of building B away from the Condo, will be painted green or brown, and additional trees will be planted to further blend it into the surroundings.

The project offers several benefits to our community. The commercial laundry facility for the Scenic Wonders group will significantly reduce water usage from the Yosemite West District sewer system, potentially saving up to half a million gallons of water annually. Additionally, the project will integrate a water recycling system that can reuse up to 80% of the wash water, resulting in a considerable reduction in water consumption within our watershed. Moreover, the new laundry facility will greatly diminish local traffic, as most laundry activities will be conducted at the centralized location, eliminating the need for staff to commute back and forth between individual rental homes for each reservation. A traffic study has been conducted, estimating that this change will save our employees approximately 12,000 trips annually.

In conclusion, I urge the Mariposa County Planning Department to carefully consider and support the General Plan Zoning Amendment for the Scenic Wonders Project. This project aligns with the goals of our community, addressing critical issues such as employee housing, water conservation and traffic reduction. By approving this amendment, we can ensure the continued success and sustainability of our organization and contribute positively to the overall well-being of the Yosemite West community.

Thank you for your time and consideration. Should you require any further information or have any questions, please do not hesitate to contact me at 559-447-1854 or stormydazes@aol.com.

Sincerely, Davida Schmidt

Strawberry Creek

7279 Yosemite Parkway

Yosemite National Park, 95389

Sarah Hughes

From: Robert Ganem <rganem62@hotmail.com>
Sent: Monday, September 4, 2023 3:49 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Employee Housing Project

You don't often get email from rganem62@hotmail.com. Learn why this is important

To Whom It May Concern:

I own a home in Yosemite West (7312 Black Oak Lane), and I support the Scenic Wonders Employee Housing Project. From a long term business strategy, it makes perfect sense to have dedicated long-term housing for the employees that serve the Yosemite West area. The addition of the new water well, and having it's own septic system mean that the project should not put any additional strain on our resources, which is a big benefit to the local homeowners.

I am familiar with the location, and in my opinion, it will not negatively impact any of the surrounding properties. On the contrary, it seems like it will reduce the amount of driving that the Scenic Wonders staff need to do, which should help reduce the car traffic in Yosemite West.

I wholeheartedly support this project. Please let me know if you need any more information.

Thanks

Robert Ganem
949-241-6732

COMMENT 27. James Lopez and Tiffany Gleason

James Lopez
Tiffany Gleason
P.O. Box 2798
Oakhurst, CA 93644

Ken LeBlanc
171 Pier Ave #282
Santa Monica, CA 90405

August 28, 2023

Dear Ken,

As employees of yours for the last 20 years we have been fortunate to be part of Scenic Wonders and the Yosemite West Community. Additionally, we have witnessed first-hand the difficulties in finding employee housing to house our employees in this remote area. We support this project 100%. With the addition of this employee housing compound, we will be able to supply our staff with permanent housing without fear of a lease agreement not being renewed, or a rented unit being turned into a nightly rental. It will allow us employees to feel confident in knowing we will always have a home to return to after a long day's work. We hope the county and the community will support this noble cause and allow you to move forward.

Sincerely,

James Lopez and Tiffany Gleason

Sarah Hughes

From: Judy Ligon <silvertonpartnerswa@gmail.com>
Sent: Monday, September 4, 2023 5:24 PM
To: Skip Strathearn
Subject: Scenic wonder employee housing project Inbox

You don't often get email from silvertonpartnerswa@gmail.com. Learn why this is important

Hi, Mariposa county
We are homeowners of 7385 Yosemite parkway and we fully support the employee housing project scenic wonder is working on. This will definitely benefit the whole YW community.

Judy Zhu
Homeowner of 7385 Yosemite parkway

Sarah Hughes

From: JUDY ZHU <judyzhutx@gmail.com>
Sent: Monday, September 4, 2023 5:30 PM
To: Skip Strathearn
Subject: Re: Scenic wonder employee housing project

Hi, County
We owned below lots and properties in YW and We do believe the Scenic wonder housing project will benefit all communities.

LOT125 no address
7385 YOSEMITE PARK WAY/Lot
7300 BUCK BRUSH LN/Lot
7336 YOSEMITE PARK WAY/Lot
7342 YOSEMITE PARK WAY/Lot
7483 henness Ridge/House
7431 YOSEMITE PARK WAY/House
7181 YOSEMITE PARK WAY/House
7476 Henness Circle/House

Home owner
YINGYING ZHU
Henry Ligon
Xusheng Chen

On Sat, Sep 2, 2023 at 3:59 PM JUDY ZHU <judyzhutx@gmail.com> wrote:

> Hi, Mariposa count
> We are home owner of 7431 Yosemite parkway and we fully support the employee housing project scenic wonder is working on. This will definitely benifit whole YW community.
>
> Yingying zhu and Henry Ligon
> Home owner of 7431 parkway .

Sarah Hughes

From: TeCheetah Lopez <techeetah@gmail.com>
Sent: Monday, September 4, 2023 5:39 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Employee Houseing

You don't often get email from techeetah@gmail.com. Learn why this is important

To whom it may concern

This letter serves that I (Techeetah Lopez Taylor) and (Robert Thomas Taylor) are in full support of the Scenic Wonders Employee Housing Project. The construction of the new housing will provide permanent and guaranteed housing for Scenic Wonders Employees.

Due to the lack of month to month housing and rentals in the area, at any given time it is possible that employees might lose housing due to owners selling or relocating. The Scenic Wonders Housing project will provide the housing necessary for all the employees to stay and never worry about housing folding beneath them.

It is very important that cleanliness and proper maintenance is provided on all rentals , and by that, it is important that Scenic Wonders always have staff via (Housekeepers,Maintenance Etc) on site at the owners and guest disposal. Customer service is the #1 priority to Scenic Wonders and being a homeowner myself and my home being managed by the wonderful staff of Scenic Wonders I Fully Support this project.

TeCheetah Lopez-Taylor
Robert Thomas Taylor
Color My World Music
Lopez-Taylor and Company
619-677-0732

Skip Strathearn

From: Desiree Larson <desiree.a.larson@gmail.com>
Sent: Monday, September 4, 2023 7:10 PM
To: Skip Strathearn
Subject: Support for General Plan Zoning Amendment Application No. 2020-096 Site Plan Review Application No. 2023-064 Site Address: 7548 Henness Circle, Yosemite West; APN 006-150-003

You don't often get email from desiree.a.larson@gmail.com. Learn why this is important

Dear Skip Strathearn, Senior Planner,

I am writing to support Scenic Wonder's proposed General Plan Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 Site Address: 7548 Henness Circle, Yosemite West; APN 006-150-003.

I am familiar with Scenic Wonders property management business being both a longstanding and upstanding business. My husband and I own a home in Wawona and Scenic Wonders has provided excellent property management services for our property since 2015.

Scenic Wonders has a proven track record of responsible and publicly beneficial business operations in Mariposa County. Their current efforts to create employee housing and laundry facilities will no doubt run efficiently and directly benefit the areas they serve.

Please join me in supporting their current proposals.

Sincerely,
Desiree Larson

COMMENT 32. Adar Emken

Skip Strathearn

From: Adar & Jeremy Emken <adarandjeremy@gmail.com>
Sent: Monday, September 4, 2023 7:52 PM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064
Attachments: GPZA_2020-096_SiteReview_2023-064_comments_Adar_Emken.pdf

You don't often get email from adarandjeremy@gmail.com. Learn why this is important

Hello,

Please find my letter regarding "GPZA application No. 2020-096; Site Plan Review application No. 2023-064" attached. Please let me know if you need any additional information from me.

Best regards,
Adar Emken

To: Mariposa Planning, Director Engfer, Planner Strathearn

From: Adar Emken, Yosemite West

Subject: General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064

Comments to the Planning Commission:

I am the Firewise Coordinator for the community of Yosemite West. I have worked with Scenic Wonders on fire prevention on their properties and have found them to be a responsive and helpful partner. My primary reason for writing to you regards the fire safety considerations of allowing extensive new development inside Yosemite West.

1) **Yosemite West is in a very high fire hazard severity zone and has a history of wildfire. The area where the proposed development sits is at particularly high risk as the Henness Ridge area is not protected by an existing burn scar.** Fire response times and evacuation are already challenging as the closest fire station is over 15 miles away and there is only one road into and out of Yosemite West. The proposed plan adds 7 new structures, potentially dozens of new people and vehicles, and two 1,000-gallon fuel storage tanks, all of which will increase the danger faced by residents, visitors, and firefighters when a wildfire approaches the area.

2) The application mentions that one of the functions of the water storage tanks is firefighting, which I applaud. The State Water Board has recommended in their SB1263 PTR review letter that Scenic Wonders install valves to allow for a potential emergency interconnection between their water system and the Yosemite West water system. **It is important that these two water systems, which serve the same community, have an emergency interconnection established as access to the water supply could be critical in the event of a wildfire.**

3) In the Proposed Mitigated Negative Declaration (MND) of Impact, Under Findings, #2, it says:

> "**The project will result in** increased air emissions, including greenhouse emissions; groundwater use; noise; traffic; demand for public services; 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 that addresses potentially significant noise impacts. As noted in Finding 1., the project's potentially significant impacts on on-site biological and cultural resources can be reduced to less than significant levels with the implementation of proposed mitigation measures. Likewise, the project's potentially significant impacts on the issues of geology and soils from septic system(s) installation and transportation (intersection of Henness Circle and Henness Ridge Road) can be reduced to less than significant levels. Project impacts are individually limited and not cumulatively considerable."

I do not see any explanation of how the increased risk from wildland fire will be mitigated. Finding #1 (referenced in the paragraph) does not discuss mitigation of wildfire risk, nor does the remainder of the cited paragraph. My understanding is that an MND requires that any potential significant impacts be eliminated or reduced to less than significant, yet this MND does not appear to meet that standard.

I am not against continued development inside Yosemite West, but I think that the development needs to be very thoughtful given the risks to human life and property involved. There seem to be significant impacts in the proposed project that have not been adequately addressed by the MND. I request that the 9/15/2023 vote on the proposal to adopt a Mitigated Negative Declaration of environmental impacts be rejected and full EIR requested.

Thank you,

Adar Emken

Sarah Hughes

From: mark chapman <markchap54@gmail.com>
Sent: Tuesday, September 5, 2023 8:43 AM
To: Skip Strathearn; Steve Engfer
Subject: Scenic wonders zoning amendment

You don't often get email from markchap54@gmail.com. Learn why this is important

Skip and Steve,
I am writing a letter of support for Ken's current project seeking a zoning amendment. I am a longtime property owner (since 1982) and former full time resident of Yosemite West (for nearly 20 years). I still own two properties there which are vacation homes managed by Ken's business. I currently reside in Oakhurst.

Ken has been a great asset to Yosemite West and the many property owners who rent their homes. His operation is above board and very conscientious of improving the quality of experience for, and minimizing the impact of renters in the community--relative to the fact that vacation rentals have been a part of the community from its inception. I believe this project is much needed by the community and will positively affect the community for both renters and residents.

I strongly hope and urge that the powers that be allow this project to move forward. Please feel free to contact me if necessary.

Sincerely,
Mark Chapman
7320Yosemite Parkway
and 7316 Black Oak Lane.

Skip Strathearn

From: Cheryle Boeve <cheryleboeve@gmail.com>
Sent: Tuesday, September 5, 2023 8:56 AM
To: Skip Strathearn; Steve Engfer; Cheryle Boeve
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064 7548 Henness Circle, Yosemite West

You don't often get email from cheryleboeve@gmail.com. Learn why this is important

Good Morning Skip & Steve

Please review the Re-zoning application with utmost care. We have worked as a team with Ken LeBlanc for just shy of 40 years. He has always included the Yosemite West Community and the owners with honesty, integrity and great compassion, providing information protecting their interest as well as his own. He has protected our investment as well as increased its value. He has worked through many tragedies (i.e. drought, wild fires as well as an abundance of snow) with a positive attitude and the ability to save our investment. This project shows his commitment and interest for the community to be environmentally friendly and still provide a beautiful complex to enjoy the nature of the Yosemite Valley.

Ken LeBlanc has put in years and thousands of dollars to protect the future of Yosemite West Community.

Thank you, Bruce & Cheryle Boeve, 206A
559-707-4003

Sarah Hughes

From: Cort Allen <manofquest@aol.com>
Sent: Tuesday, September 5, 2023 9:16 AM
To: Skip Strathearn; Steve Engfer; Cort Allen; Barbara Allen; Michael Allen
Subject: Planned Employee Housing for Yosemite West - re: Ken LaBlanc

You don't often get email from manofquest@aol.com. Learn why this is important

We have reviewed the plans that Ken LaBlanc has submitted to you for approvals.

The Yosemite West area complex requires many support people and at present, most of them are required to drive there from typically outside the Park. This drive is long and costly.

An employee housing complex would greatly help solve this long commute, it would provide a local labor force for the area, and it would allow these workers to be able to go to work even when the roads are closed due to many factors. And solve the sometimes dangerous commute.

Ken has spent like 5 years trying to do this 'right'. We fully support his efforts and fully support this project.

Cort and Barbara ALLEN
Yosemite West Condo Unit B112
925-209-7842
manoquest@aol.com

COMMENT 36. Wayne Loeb

Skip Strathearn

From: Wayne Loeb <wayneloeb@gmail.com>
Sent: Tuesday, September 5, 2023 9:52 AM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders- GENERAL PLAN/ZONING AMENDMENT NO. 2020-096 SPR 2023-064

You don't often get email from wayneloeb@gmail.com. Learn why this is important

Hello,

I would like to voice my support for the employee housing and laundry facilities as proposed by ScenicWonders.

Regards
Wayne Loeb

Owner of:
7499 Henness Ridge Road
Yosemite West CA 95389

Skip Strathearn

From: Kimberley O'Neil <info@mockandoneil.com>
Sent: Tuesday, September 5, 2023 10:54 AM
To: Steve Engfer
Cc: Skip Strathearn; Rosemarie Smallcombe
Subject: Public Comment re General Plan/Zoning Amendment Application No. 2020-096; Site Plan Review Application No. 2023-064

[You don't often get email from info@mockandoneil.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I write today to express total opposition to the re-zoning for 7548 Henness Circle (APN 006-150-003-0) adjacent to Yosemite West.

The Planning Commission must act appropriately to reject this re-zoning application or defer any decision to consult with County Counsel and/or outside counsel before voting to approve the re-zoning application and referring it to the Board of Supervisors for adoption because:

(1) The proposed re-zoning provides unjustified special treatment that benefits the applicant/owner while undermining the pre-existing rights and uses of the adjacent property owners.

(2) Yosemite West and Henness Ridge lack any comprehensive long-term land-use planning document, so it is impossible for the proposed re-zoning to be consistent with policies and land-use designations of a non-existent plan.

(3) The proposed re-zoning represents an unreasonable inequality in the treatment of comparable parcels nearby. Other parcels in Yosemite West and on Henness Ridge are zoned Rural Residential, but for no good reason, the applicant is asking to have the zoning changed on one parcel.

Any other decision at the Public Hearing is suggestive of spot zoning whereby comparable properties are zoned differently and the applicant receives a favorable zoning classification because they want it and asked for it. Any change in zoning for one owner to a use classification totally different from that of the surrounding area for the benefit of the owner of such a parcel is to the detriment of other property owners nearby while setting a negative precedent for others to follow.

I hope the Planning Commission and Board of Supervisors have the courage to say no and deny the application.

I am unable to attend the September 15th public hearing in person, so thank you for including my comments with the staff report.

Sincerely,

Kimberley O'Neil
Yosemite West property owner

Sarah Hughes

From: carolyn fierson <carolyn.fierson@gmail.com>
Sent: Tuesday, September 5, 2023 11:54 AM
To: Skip Strathearn
Subject: rezoning in Yosemite west

You don't often get email from carolyn.fierson@gmail.com. Learn why this is important

Attention:

My husband and I are homeowners in yosemite west since 1985.

Scenic wonders has requested for 7548 Henness Circle to be rezoned.
We understand from our homeowners association that the owners of Scenic Wonders would like:

- to adopt a Mitigated Negative-Impact Declaration (MND) to assert claims that the re-zoning proposal has "no significant impact" to traffic, noise, congestion, crowding, environment, or community character in Yosemite West.
- approving General Plan Zoning Amendment (GPZA) Application #2020-096 and Site Plan Review application #2023-064
- adopting an ordinance approving the re-zoning of the Scenic Wonders parcel APN 006-150-003 pursuant to GPZA #2020-096

We strongly disagree. Their plan will significantly impact yosemite west and our homeowner values will significantly decline.
We are sure that the projects will cause traffic, use a great deal of water that is frequently limited in yosemite west, and the oil storage will cause significant pollution to the community. Please do not allow this proposal to go through to destroy our community.

Thank you
Walter and Carolyn fierson
7505 Henness Ridge Road
Yosemite West, CA 95389

COMMENT 39. Joe Scheuer

Skip Strathearn

From: Joe Scheuer <builder8008@gmail.com>
Sent: Tuesday, September 5, 2023 12:13 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders
Attachments: Document_2023-09-05_115905KL.pdf

You don't often get email from builder8008@gmail.com. Learn why this is important

Gentlemen,

Attached letter of support for Scenic Wonders

--

Joe Scheuer
Designright Builders Inc.
(760) 801-5585

Joe Scheuer
14481 Via Venezia #708
San Diego, CA 92129
760-801-5585
builder8008@gmail.com

Sent via email

September 5, 2023

Mr. Sengfer and Mr. Strathearn
Mariposa County

Re: GPZA No. 2020-096

I am writing in regards to Scenic Wonders' application for employee housing and support facilities. I own a single family residence located at 7190 Yosemite Park Way. Scenic Wonders handles the management of our vacation rental property.

I have known Ken LeBlanc for ten years. Yosemite could not be in better hands. Scenic Wonders is the most professional company with which I have ever been associated. The proposal you have before you is what is needed and wanted. One of the biggest issues for vacation destinations is employee housing.

The laundry facility is also a smart move. It will cut down on trips needed to service rentals, thus lessening the carbon footprint in the park.

I support this project.

Sincerely,

Joe Scheuer

Skip Strathearn

From: Davida Schmidt <stormydazes@aol.com>
Sent: Tuesday, September 5, 2023 1:45 PM
To: Skip Strathearn
Subject: Letter of Support for General Plan Zoning Amendment - Scenic Wonders Project

You don't often get email from stormydazes@aol.com. Learn why this is important

Dear Skip Strathearn

I am writing this letter in full support of the General Plan Zoning Amendment (GPZA) for the Scenic Wonders Project, which aims to change the zoning of the 6+ acre parcel north of the Yosemite West Condominiums. As the owner of Strawberry Creek located at 7279 Yosemite Parkway Yosemite National Park, 95389, and a part of the Scenic Wonders Vacation Rentals, I believe that this project will bring numerous benefits to our community.

The Scenic Wonders Project, owned by KL Water & Land LLC, has been meticulously planned over the course of five years, involving extensive engineering reviews and environmental studies. One of the main objectives of this project is to provide long-term housing for its staf. Employee housing has been a significant challenge, particularly in rural areas like Yosemite, and addressing this issue has gained attention in local newspapers.

The project is designed to accommodate up to 46 people in 8 residential-sized buildings. To comply with setback standards, the buildings have been strategically positioned downhill, as far away from the condos as possible. Each building adheres to all current standards for residential buildings in Yosemite West, including size, height, street, and side yard setbacks.

Furthermore, the Scenic Wonders Project features its own water and engineered septic systems. A 50,000-gallon water storage tank, connected to the project and the two new fire hydrants near Henness Circle Road, has been incorporated for important fire protection. This tank, which will be placed at the end of building B away from the

Condo, will be painted green or brown, and additional trees will be planted to further blend it into the surroundings.

The project offers several benefits to our community. The commercial laundry facility for the Scenic Wonders group will significantly reduce water usage from the Yosemite West District sewer system, potentially saving up to half a million gallons of water annually. Additionally, the project will integrate a water recycling system that can reuse up to 80% of the wash water, resulting in a considerable reduction in water consumption within our watershed. Moreover, the new laundry facility will greatly diminish local traffic, as most laundry activities will be conducted at the centralized location, eliminating the need for staff to commute back and forth between individual rental homes for each reservation. A traffic study has been conducted, estimating that this change will save our employees approximately 12,000 trips annually.

In conclusion, I urge the Mariposa County Planning Department to carefully consider and support the General Plan Zoning Amendment for the Scenic Wonders Project. This project aligns with the goals of our community, addressing critical issues such as employee housing, water conservation and traffic reduction. By approving this amendment, we can ensure the continued success and sustainability of our organization and contribute positively to the overall well-being of the Yosemite West community.

Thank you for your time and consideration. Should you require any further information or have any questions, please do not hesitate to contact me at 559-447-1854 or stormydazes@aol.com.

Sincerely,

Davida Schmidt

Sierra Springs

42862 Scenic Drive

Oakhurst,Ca 93644

Skip Strathearn

From: alpinecruzer67@gmail.com
Sent: Tuesday, September 5, 2023 2:06 PM
To: Steve Engfer; Skip Strathearn
Cc: alpinecruzer2@earthlink.net
Subject: GPZA Application # 2020-096; Site Plan Review Application # 2023-064
Attachments: Yosemite West - Rezoning Application - GPZA Application # 2020-096.pdf

You don't often get email from alpinecruzer67@gmail.com. Learn why this is important

Dan and Lori Hershman
Full time homeowners of 7586 Azalea Lane
Rental homeowners of 7497 Yosemite Park Way
Yosemite West, CA 95389

September 4, 2023

To: Mariposa Planning Commission
Director sengfer@mariposacounty.org
Planner sstrathearn@mariposacounty.org

Re: GPZA Application # 2020-096; Site Plan Review Application # 2023-064

Dear Mariposa Planning Commission,
As homeowners in Yosemite West, we are sincerely concerned with the considerable negative impact of the proposed developments at 7548 Henness Circle and adjacent properties.
Our quiet community will be severely impacted in many ways from this very significant development. This is a radical change from the current zoning of single family homes and a small condominium complex.
Negative impacts include:
construction traffic and parking,
noise, trash, lighting,
disruption of current residential traffic flow,
probable future water and septic issues
hazards from large gasoline and diesel tanks.
fire hazards

Since there are very few home sites left to develop, we can't imagine why this is desirable, necessary, or beneficial for the community.

This benefits only Scenic Wonders commercial endeavors. It is destructive and of no benefit to the general public.
In conclusion we strongly oppose this development in any version of its current form.

Thank you for considering our interests.

Sincerely,
Dan and Lori Hershman

Dan Hershman
818-802-9729

Dan and Lori Hershman

Full time homeowners of 7586 Azalea Lane

Rental homeowners of 7497 Yosemite Park Way

Yosemite West, CA 95389

September 4, 2023

To: **Mariposa Planning Commission**

Director sengfer@mariposacounty.org

Planner sstrathearn@mariposacounty.org

Re: **GPZA Application # 2020-096; Site Plan Review Application # 2023-064**

Dear Mariposa Planning Commission,

As homeowners in Yosemite West, we are sincerely concerned with the considerable negative impact of the proposed developments at 7548 Henness Circle and adjacent properties.

Our quiet community will be severely impacted in many ways from this very significant development. This is a radical change from the current zoning of single family homes and a small condominium complex.

Negative impacts include:

- construction traffic and parking,
- noise, trash, lighting,
- disruption of current residential traffic flow,
- probable future water and septic issues
- hazards from large gasoline and diesel tanks.
- fire hazards

Since there are very few home sites left to develop, we can't imagine why this is desirable, necessary, or beneficial for the community.

This benefits only Scenic Wonders commercial endeavors. It is destructive and of no benefit to the general public.

In conclusion we strongly oppose this development in any version of its current form.

Thank you for considering our interests.

Sincerely,

Dan and Lori Hershman

Skip Strathearn

From: Marsha Novak <mnovak@ucla.edu>
Sent: Tuesday, September 5, 2023 3:49 PM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064
Attachments: YW Scenic Wonders Concerns Addendum.docx

You don't often get email from mnovak@ucla.edu. Learn why this is important

Please see the attached document which adds further comments to that which we sent on 8/26/23.

Thank you,

Marsha Novak and Jeff Beranek

Marsha Novak, Jeff Beranek
2162 Roscomare Rd
Los Angeles, CA 90077

9/5/23

To Whom It May Concern:

Our previous input was via email dated 8/26/23 with the attachment YW Scenic Wonders Concerns. We would like to add additional comments to that previous letter.

We are concerned about the proposed sewage leach field being located well within the current Yosemite West area that has already been developed. The current Yosemite West sewage treatment occurs well below the development and not near any houses.

The driveway entrances and exits of the proposed rezoning area occur on a curve that has historically shown to be an issue in the winter. The downhill slope of Henness Circle intersecting with Henness Ridge Road has always presented challenges. This will be further impacted by multiple driveway entrances and exits.

Like what has happened in the Tahoe region and other tourist areas, short- term rentals drive up real-estate prices making it impossible for local people to be able to rent or buy property. This leads to the inability for some local businesses to hire enough people. For example, Yosemite National Park Fire Management continues to have positions open due to lack of affordable housing in the area.

We have great concern that once the zoning has been changed to mixed use, then there is the possibility that the plans may be changed from multi-family employee units and laundromats to more significant short-term rentals such as bed and breakfast or hotel type facilities. The Yosemite West area was zoned Rural Residential, but has now become mostly short-term rentals. Regardless of the studies that have taken place, the quality of life in the area has been significantly changed due to short term rental use. Trespassing and illegal camping has become more prevalent with the increased rental use. Rezoning of the proposed area further opens the door to commercialization of the area and the end of the Rural Residential intent. This also has heavily impacted availability in the area for NPS employees since previous long-term rentals are no longer available. Bottom line is, this appears to be a way to move more short-term rentals into the area with the appearance of being long term rental facilities for Scenic Wonders employees.

Finally, significant grading has already begun in the parcel area. What grading permits have been approved and how far has this approval process gone without public input?

Thank you for your time,

Marsha Novak and Jeff Beranek

Steve Engfer
Planning Director, Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street Mariposa CA • 95338
(209) 742-1250 • Fax (209) 742-5024
sengfer@mariposacounty.org

www.mariposacounty.org/planning

From: Gary Mazzone <Gary@egsfoodservice.com>
Sent: Tuesday, September 5, 2023 3:26 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Subject: General planning application 2020-096

You don't often get email from gary@egsfoodservice.com. Learn why this is important

Dear Steve,

Please be aware that I'm a homeowner in Yosemite West.

I have some concerns I would like to share with the planning committee regarding application 2023-64 at Henness Circle on 6.22 acres parcel umber 006-150-003.

The new zoning for multi-family units that they are **used only for employee housing**. It states that it is likely a single-family residence and secondary residence as well as a vacation rental.
Also concerned about traffic safety.
Other concerns with bulk storage of gasoline, propane, or other petroleum products.
We are also concerned about it becoming a business area in a rural development.

Thanks
Gary Mazzone
7450 Henness Ridge Road
Yosemite , CA
Ph: **949.709.4872**
Cell: **949.279.2396**
Fax: **949.709.4967**
Email: gary@egsfoodservice.com

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Global Solutions®

COMMENT 44. Desmond Tamaki

Skip Strathearn

From: yosemitehaven <yosemitehaven@gmail.com>
Sent: Tuesday, September 5, 2023 6:53 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders- GENERAL PLAN/ZONING AMENDMENT NO. 2020-096 SPR 2023-064

You don't often get email from yosemitehaven@gmail.com. Learn why this is important

Messrs. Strathearn and Engfer,

Thank you for your service to Mariposa County and to all stakeholders and residents.

I am writing in support of the above proposed plan/amendment. I have been a partner of Scenic Wonders since 2006 and an owner of a residence located in Yosemite West.

Since 2006, the Scenic Wonders team has provided my family and our guests with outstanding management of our property and exceptional customer service. Since 2006, the onsite managers, James and Tiffany, have continuously shown a level of professionalism, sincerity and transparency that rivals the best in the hospitality industry. Ken Leblanc has hired a great team of employees who are both loyal and professional. He is also reliable, trustworthy, and concerned about any long term impacts to Yosemite West. I am very confident that this proposed zoning amendment will result in a great positive impact for the Yosemite West community and Mariposa County.

I would appreciate your acceptance of this proposal by Scenic Wonders.

Please contact me if you have any questions. I can be reached at the following:

Desmond Tamaki
Cell: 424-398-1099
yosemitehaven@gmail.com
Owner, Yosemite West Condominium Unit B210

Skip Strathearn

From: mitesh katakwar <mitesh.katakwar@gmail.com>
Sent: Wednesday, September 6, 2023 8:54 AM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from mitesh.katakwar@gmail.com. Learn why this is important

Hello

I am Yosemite West home owner and i have some concerns regarding this project . Please see my comments below:

1) Has scenic wonders disclosed , how many employees they have as of today and how many are commuting vs living in the Yosemite West area ?

2) What is the projection of employee increase in the future that requires new housing to be built ?

3) In the mixed zone use case , it is stated that some of the units can be used for STR / bed and breakfast . Do we know how many units can qualify for this use case ? County should have a specific number of units that can be used as STR. It is not clearly stated in the documents that how many of the units will be for employee housing vs the STR.

4) Has the county studied the negative impact of adding more STR housing in the Yosemite west area ? In general the house price in the Yosemite West area is directly affected by the revenue a property can generate when used as STR . When we increase the available supply of houses (to be used as STR) , it decreases the revenue for all properties and thereby reduces the house prices in Yosemite West .

Thanks
Mitesh

Sarah Hughes

From: Chris Lopez <lopezchris5156@gmail.com>
Sent: Wednesday, September 6, 2023 10:13 AM
To: Skip Strathearn
Subject: Housing project

[You don't often get email from lopezchris5156@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Mr. Engfer and Mr. Strathearn,

As a resident of Yosemite West for the past 20 years and a current employee of Scenic Wonders, I wanted to express my support of the employee housing project for Ken LeBlanc. Having lived in employee housing for the last 20 years I know how important it is for employees in our area to have stable housing. We hope that you will approve this project so myself and other employees will have stable employment for many years to come.

Sincerely,

Christian Lopez

COMMENT 47. Steven & Heather Blake

Skip Strathearn

From: Heather Blake <heather@hjbcpa.com>
Sent: Wednesday, September 6, 2023 10:07 AM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

Importance: High

You don't often get email from heather@hjbcpa.com. Learn why this is important

To Whom It May Concern

We are in favor of this rezoning request. We feel having more facilities local to rely on in case of any emergency is beneficial.

Steven A Blake
Heather J Blake
7411 Henness Ridge Rd
Yosemite National Park, CA 95389

Sarah Hughes

From: Celia Welch <sassykippy@gmail.com>
Sent: Wednesday, September 6, 2023 11:36 AM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Employee Project

[You don't often get email from sassykippy@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear county, I am writing to you today regarding the project on Henness Circle in Yosemite West. This project is a great addition to our community and Yosemite Park to have additional residents that work and operate in the park. This will help the community as well as visitors, less traffic on the roads, and also build a community of employees who are life long neighbors in the society.
I've been a home owner in Yosemite West for over 20 years.
Ive had the pleasure for working for Scenic Wonders, Ken Le Blanc for 23 years.
Scenic Wonders has been a great aspect to the community and park assistance during emergencies, from fires, to heavy snows, winds, challenging life threatening situations as well, they have been there. Taken care of anyone who needed help, and protected the land. We've had outages, main waterline busted pipes and having staff on site, they've saved many situations that could have gone worse. I'm very proud of Scenic Wonders team for always being there to protect, to assist, to take care of our us and our community.
Sincerely,
Celia Welch
Property Owner in Yosemite West
7540 Henness Circle A204
Yosemite, Ca 95389
310-569-7527

Sarah Hughes

From: tristan welch <reddogsxs@yahoo.com>
Sent: Wednesday, September 6, 2023 12:00 PM
To: Skip Strathearn; Steve Engfer
Subject: Yosemite's Scenic Wonders Housing Projects

You don't often get email from reddogsxs@yahoo.com. Learn why this is important

To whom it may concern, this letter is regarding the employee housing project in Yosemite West.
My name is Tristan Welch and I've been a property owner for over twenty years. The project will alleviate a lot of the issues with employees and their commute from Oakhust area.
Having employee housing will benefit all homeowners and all visitors to Yosemite National Park. THere will be less traffic. in the mornings as the house cleaners will be able to stay closer tho their employment. I am 100% behind this project and if you have any questions, please feel free to call me at anytime.
Sincerely,
Tristan L Welch
7989 Koon Hollar Road
Yosemite, Ca 95389
310-569-7077

Sarah Hughes

From: Brian Buss <brianabuss@gmail.com>
Sent: Wednesday, September 6, 2023 12:20 PM
To: Skip Strathearn
Subject: Recommendation - Scenic Wonders Employee Housing - Yosemite West

You don't often get email from brianabuss@gmail.com. Learn why this is important

Mr. Strathearn,
I am writing this letter in support of Ken LeBlanc and Scenic Wonders. I am a property owner in Mariposa County, specifically in Wawona and have been a client of Scenic Wonders for many years. I'd like to identify a few specific reasons why having adequate housing for local businesses and their employees is imperative.

First, the "mountains" can be an unpredictable environment. I can attest that Ken's staff at Scenic Wonders, housed in Wawona and Yosemite West, are definitely in the unofficial category of "first responders" when urgent matters present themselves. Going above and beyond their typical job responsibilities, they don their snow, wind, or rain gear, hook up their plows or 4WD vehicles and jump into service. Our property sustained significant damage during the snow storm in 1Q 2023 and the first on the scene with photographic evidence were Scenic Wonders staff from Yosemite West. In January 2021 we had 3 trees fall directly on our house during the windstorm. Scenic Wonders employees from Yosemite West assisted in plow and sawyer operations, clearing paths for park and county essential operations. They tarped our property to prevent further damage and arranged for cranes to remove full grown trees from our roof. Knowing that their properties were secure, I and fellow property owners did not have to rush up to Wawona (complicating things) to evaluate our property status. They ensured our guests' safety and provided timely and objective reports which in turn allowed me to invest and plan timely repairs. In comparison, personnel from other organizations who reside outside the park were not able or not willing to respond to such matters. Resources like Scenic Wonders staff have a vested interest in the park, their clientele and thus become direct resources for Mariposa County, its visitors, and revenue.

Second, government and private industry, when both present in a mission such as promoting Yosemite and Mariposa county, form a symbiotic relationship. A healthy balance of both parties is most beneficial to all stakeholders. However, you want reputable and ethical private businesses, serving your county, tourists, and residents. Scenic Wonders, led by Ken, and his son Jaron have never caused me to question their high ethical standards. In over 10 years, I cannot think of one example where they made a mistake or caused us to question their business practices. Their staff is well trained, accountable, and they are trusted advisors to us as property owners. Quite simply, Scenic Wonders is the exact type of private enterprise you want present and allowed to grow organically in Mariposa County.

I appreciate that Mariposa County allows me direct access to decision and policy makers like you. Thank you for your service and stewardship to the county and for your thoughtful consideration of these important housing matters.

Brian Buss
APN 010-100-062-000
(818) 857-1607

Sarah Hughes

From: Joonsung Yoo <joonsung.yoo@us.skhynix.com>
Sent: Wednesday, September 6, 2023 12:50 PM
To: Skip Strathearn; Steve Engfer
Cc: AK King
Subject: RE: Scenic Wonders Employee Housing Project - LETTERS OF SUPPORT

You don't often get email from joonsung.yoo@us.skhynix.com. Learn why this is important

Hello Skip and Steve,

I am the owner of the 7507 Henness Circle unit, and I am writing this email to send my full support on GENERAL PLAN/ZONING AMENDMENT NO. 2020-096 SPR 2023-064.
I think it would be great for the community to construct a primary and secondary residence used for long term rental with a detached garage structure and low-cost units to be utilized by staff employed by Scenic Wonders.

Best regards,
SS Kim

Skip Strathearn

From: Harry Hagan <harryahagan@gmail.com>
Sent: Wednesday, September 6, 2023 2:06 PM
To: Steve Engfer
Cc: Skip Strathearn; Deborah Hagan
Subject: Objections to Scenic Wonders Proposal
Attachments: Objection to Scenic Wonders Proposal.docx

[You don't often get email from harryahagan@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To: Mariposa County Planning Department

From: Deborah Hagan
Harry Hagan
7464 Henness Circle, Yosemite West

Date: September 6, 2023

Re: Re-Zoning Proposal for 7548 Henness Circle, Yosemite West

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The pending re-zoning proposal for 7548 Henness Circle involves a change to allow commercial development. The proposal is to allow multi-family units and maintenance support facilities for Scenic Wonders' rental operations, and includes but is not limited to new and additional rental units and on-site fuel bulk-storage tanks.

Yosemite West has only one narrow road for ingress and egress. A development with only a single access/exit point would not be permitted today, but Yosemite West is "grandfathered" such that the situation – although inherently dangerous – is allowed to continue to exist. The single most obvious consequence of the existing situation is what is colloquially known as a traffic "bottleneck." All roads inside Yosemite West converge at or near the proposed commercial development.

Any change – anytime, anywhere – especially from Rural Residential to a commercial zoning necessarily precludes a negative declaration because the absence of environmental impacts cannot be presumed, and has not been demonstrated by the applicant(s).

The following factors are each potential environmental impacts that preclude issuance of a negative declaration for the proposed project:

1. The proposed facilities are located at or near the point of the traffic bottleneck in Yosemite West. Even at the best of times, the proposed development would result in increased traffic congestion. Among other things, tourists coming into the proposed rental office will have to turn left into the proposed development, which is across traffic exiting Yosemite West. But the roads there are already winding and dangerously narrow. Increasing traffic and concentrating it at the point of the bottleneck is an environmental impact.

2. In the event of an emergency, such as a fire-caused evacuation, the risk of a substantial commercial development at the only road exiting Yosemite West is – or should be – obvious. This is both a safety issue and an environmental impact.

3. The proposal to place fuel bulk-storage tanks in the proposed development is another clear safety risk. It is also an environmental impact.

4. The proposed development will add new rental units. In addition to increasing traffic, that feature will increase the demand for all utilities. For example, all trash must be hauled out of Yosemite West. These are environmental impacts that preclude a negative declaration.

5. The proposed substantial commercial development could bring tourists who are not staying in Yosemite West into the community in order to access the commercial facilities.

In sum, a negative declaration is not appropriate for the proposed commercial development.

Sarah Hughes

From: Email Server <dgeorgi@outlook.com>
Sent: Wednesday, September 6, 2023 3:08 PM
To: Skip Strathearn
Subject: Scenic Wonders Employee Housing

You don't often get email from dgeorgi@outlook.com. Learn why this is important

Dear Mr. Strathearn,

I strongly support the planned project Scenic Wonders Employee Housing. It will provide resources that are beneficial to both our economy and environmental.

Sincerely,

David Georgi
Owner, unit B110.

Sarah Hughes

From: Brian Smith <smyt46@gmail.com>
Sent: Wednesday, September 6, 2023 3:11 PM
To: Skip Strathearn; Steve Engfer
Subject: Project Proposal by Scenic Wonders

You don't often get email from smyt46@gmail.com. Learn why this is important

This is Brian Smith, owner of Yosemite West property located at 7540 Henness Circle, A110.

I write today in support of a project proposed by Ken LeBlanc of Scenic Wonders. As a long time owner of a YW property, I've found Scenic Wonders to be an aboveboard & conscientious company that provides a valuable service to the community & is concerned with the overall welfare of the community.

The proposed project will, in my judgement, be beneficial to the YW community in many ways.

I urge the approval of the project.

Best Regards,
Brian Smith
Smyt46@gmail.com
661.302.0582 (mobile)

Virus-free.www.avg.com

Sarah Hughes

From: Susan Frank <susanfrank@comcast.net>
Sent: Wednesday, September 6, 2023 3:14 PM
To: Skip Strathearn; Steve Engfer
Cc: Chris Stewart
Subject: Scenic Wonders housing project

[You don't often get email from susanfrank@comcast.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,
We are writing to show our support for Scenic Wonders employee housing project. It is difficult in the area to find and accommodate workers. Scenic Wonders has been a valued business in our area for many years and deserves the support of the community.
Thank You,
Susan Frank
Chris Stewart

Skip Strathearn

From: Sondra Herbert <sondraherbert@att.net>
Sent: Wednesday, September 6, 2023 11:57 AM
To: Skip Strathearn; Steve Engfer
Subject: GPZA application No. 2020-096, site plan review application No. 2023-064

You don't often get email from sondraherbert@att.net. Learn why this is important

As Home owners who live on Henness Circle in Yosemite West, we would like to submit our input and concerns regarding the proposed development on our street. To be clear, we are opposed to the project and feel that the re-zoning action will set a precedence for other parcels that want to re-zone their properties.

Here are our concerns for this development:

1. An on-site fuel bulk- storage facility is not necessary and adds a fire risk to our community.

2. The proposal is asking for their buildings to be occupied by employees. What is stopping them from turning these facilities into regular vacation rentals and bed and breakfasts and other high revenue generating facilities (even a store or Starbucks) in the future?

3. As far as the Mitigated Negative Impact Declaration goes, We strongly disagree with their statement that their development would have "no significant impact"! It absolutely will increase traffic on our street Henness Circle. The driveways are on steep curves that will be icy in the winter and has potential for traffic problems with so many people coming and going in that area. Will the employees live in these units with family members? If they have spouses and/or children, the number of occupants could potentially double or more. This would create a crowded area, noise and congestion. In addition, turning our street into "low income housing" could reduce the home values of other properties on Henness Circle.

4. We are not in favor of a huge leach field and septic system installed on our street. If something goes wrong, it definitely would impact our quality of life while the problem is being remedied.

5. The development has requested to move a Yosemite West water pipe so that they can put a building where the pipe is. That seems like a huge unnecessary project. We prefer that Yosemite West infrastructure is not affected in any way if the development is approved.

Thank you for considering our thoughts and concerns in this approval process. If we are unsuccessful in convincing the Mariposa Planning Commission to deny the re-zoning of this property, we hope that you will consider adding restrictions to the wording. Absolutely keep the parcels in line with the original plan of keeping it employee housing, no private rentals or other revenue generating facilities. Keep the occupants to single occupancy, not moving families in. No to bulk fuel storage, unless and until a fire house is built and functioning on the Nature Bridge campus, and finally, not move Yosemite West's water line.

Sincerely,

Tom and Sondra Herbert

7505 Henness Circle
Yosemite West CA
95389

COMMENT 57. Pamela Shulz

Skip Strathearn

From: Pamela Schulz <pamela.sue.schulz@icloud.com>
Sent: Wednesday, September 6, 2023 4:33 PM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from pamela.sue.schulz@icloud.com. Learn why this is important

Dear Mariposa County Officials,

My husband and I are homeowners in Yosemite West, Mariposa County. We have owned our home since its completion in 2007 at 7283 Yosemite Park Way in Yosemite West community. If you locate our property on a map, you will see that it is located further downhill on Yosemite Park Way from the proposed development by Ken LeBlanc at 7548 Henness Ridge Road. This proposed development has grown in size and scope since the original discussions and information began to circulate. We have several concerns about Mariposa County proceeding with approvals for this project without environmental impact studies.

These concerns include:

The fact that there is still only ONE ROAD into and out of our area from Hwy 41. As was seen during the Ferguson fire of 2018, the one road ingress and egress can become a life-threatening situation. If you were in the Mariposa County area at that time, you will have heard that firefighters and remaining community members were indeed required to shelter in place for a time due to the road being cut off from access for escape by the fire. If this project is allowed to proceed, is there any provision for providing additional escape routes for the number of persons and vehicles that would be present near the top of the neighborhood? The plan seems to include employees and tourists in housing units. What would be the probable additional number of vehicles on the site all vying for road access to escape in an emergency?

The storage of fuel tanks on site, What would be the impact on the local environment in the case of a leak?

Because these issues have not yet been clarified for the residents and homeowners of Yosemite West, we would like to ask that an Environmental Impact Report be done on the above project and that any further approvals await the outcome of these studies.

Yours sincerely,

Pamela Schulz
pamela.sue.schulz@icloud.com

Skip Strathearn

From: Steve Peder <yosviking@gmail.com>
Sent: Wednesday, September 6, 2023 4:44 PM
To: Steve Engfer
Cc: Skip Strathearn; Marcie Pedersen
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from yosviking@gmail.com. Learn why this is important

Date: September 6, 2023

Dear Mariposa Planning Department,

I am writing to express my profound concerns about the proposed "mixed-use light-business" zoning for the 6.22-acre parcel at 7548 Henness Circle (APN 006-150-003) for Scenic Wonders Inc.

1. Environmental Concerns:
The adoption of a Mitigated Negative-Impact Declaration (MND) appears to overlook the potential significant environmental repercussions of the rezoning proposal. Increased traffic, noise, and congestion can adversely affect both the environment and its wildlife.

2. Community Character:
Yosemite West is cherished for its serene natural splendor. The introduction of multi-family units, commercial maintenance facilities, and bulk-storage fuel tanks could compromise the unique character of our community.

3. Water and Septic Concerns:
The proposal's intent to establish an on-site water well and a septic system raises grave sustainability questions, especially within the untouched backdrop of Yosemite West. Drawing water from the proposed property's well could divert essential resources from East Creek, a tributary to Indian Creek, the primary feeder of our community well. This potential diversion could endanger local ecosystems and risk depleting our community's only water source—a community that already operates with a single well, contrary to California's guidelines for our size.

It's alarming to learn of intentions to let the Nature Bridge program source water from the Scenic Wonders project, further taxing our limited supply. It's also concerning that no recent hydrological assessments have been undertaken on our community well's volume and sustainability, especially in light of these potential changes.

Additionally, the proposed septic field's location poses a tangible risk. Given its upstream position, contaminants could infiltrate our community's only drinking water source. With just one well to rely on, the threat of such contamination is simply too significant to overlook.

4. Traffic Implications:
While Scenic Wonders suggests its centralized laundry facility could reduce local traffic by 63%, this projection seems overly optimistic. The reality of housekeeping staff making additional trips for laundry collection, cleaning, and return could lead to a net increase in traffic. Moreover, introducing staff housing and vacation rentals could further exacerbate congestion.

5. Fire and Safety Concerns:
Storage of up to 500 gallons of diesel and gasoline, even for private use, poses significant safety and environmental risks, particularly in a region already susceptible to wildfires. The strategic location of the proposed fuel storage facility is highly concerning; in the unfortunate event of a wildfire triggering an explosion at this facility, the ensuing aftermath

could send rocks, boulders, and trees onto the only access road, effectively cutting off the sole escape route for our community near the mailbox area. Additionally, even with secondary containment measures in place, inevitable minor leakages could pose a contamination threat to our essential drinking water resources.

6. General Plan Zoning Amendment:
A shift from Rural Residential zoning to accommodate these proposals might pave the way for similar developments in the future, undermining the character of Yosemite West.

7. Community Consensus:
The recent community meeting vividly highlighted the prevailing sentiment. An overwhelming majority vocally opposed the Scenic Wonders proposal, signaling the community's deep-rooted concerns and shared resistance to such disruptive changes.

In conclusion, while the economic motivations behind this development are apparent, it's imperative to consider its broader ramifications. I earnestly request the Mariposa Planning Department to reflect upon the concerns shared in this letter and those voiced by our community.

Thank you for your attention to this matter.

Sincerely,

Steven Pedersen
7394 Choke Cherry Ln
Yosemite West, California
yosviking@gmail.com

Skip Strathearn

From: Frank Dean <FDean@yosemite.org>
Sent: Wednesday, September 6, 2023 5:44 PM
To: Steve Engfer; Skip Strathearn
Cc: Jerry Edelbrock
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064
Attachments: Scenic Wonders Project September 2023.pdf

You don't often get email from fdean@yosemite.org. Learn why this is important

Hi Steve,

Here is our comment letter on the Scenic Wonders application at Yosemite West.

Thank you,

Frank

Frank Dean
he/him/his

President & CEO
Yosemite Conservancy
yosemite.org

415-434-0534

Yosemite Conservancy is celebrating a Century of Conservation!
For 100 years, we've helped people protect and connect with Yosemite through philanthropy, volunteering, adventures, and the arts. We're the only nonprofit dedicated to supporting Yosemite National Park, and we fund grants to improve trails, restore habitat, protect wildlife, and inspire the next generation of nature lovers.

Learn more and get involved at yosemite.org

YOSEMITE
CONSERVANCY

September 6, 2023

Steve Engfer, Planning Director, Mariposa County
Skip Strathearn, Senior Planner, Mariposa County

RE: GPZA application No. 2020-096; Site Plan Review Application No. 2023-064

Dear Mr. Engfer and Mr. Strathearn

This letter from Yosemite Conservancy is in response to the GPZA application No. 2020-096; Site Plan Review Application No. 2023-064 currently scheduled for review by the Mariposa County Planning Commission on September 15, 2023.

We have reviewed the documents associated with these applications and want to commend the applicants for their commitment to environmentally responsible planning for this project.

Specifically, the applicants have described a significant investment in the latest proven technology to reuse wastewater from the planned laundry facility thereby significantly reducing the amount of wastewater that must be disposed on site. Having a laundry facility on site will also significantly reduce the amount of wastewater flowing to the sewage treatment plant as sheets and towels in vacation rentals have been currently laundered within each unit rented. In addition, a significant number of car trips would be eliminated by having a laundry on site.

As neighbors of this proposed project, we applaud the proposed wise use and reuse of our area's limited water resources.

Sincerely,

Frank Dean

Frank Dean
President and CEO

Sarah Hughes

From: Shea Bassett <shea521@gmail.com>
Sent: Thursday, September 7, 2023 7:48 AM
To: PlanningDept; Steve Engfer; Skip Strathearn
Subject: Employee Housing

You don't often get email from shea521@gmail.com. Learn why this is important

Hello,
I truly support the Scenic Wonders Employee Housing Project that helps the environment, conserves water, road trips, and creates stable employees housing for generations to come.

Sincerely

Shea Bassett
2597 Yosemite Pines Lane
Wawona, CA
95389

Sarah Hughes

From: Samuel Gleason <sam@scenicwonders.com>
Sent: Thursday, September 7, 2023 8:01 AM
To: Skip Strathearn; Steve Engfer
Cc: Ken LeBlanc
Subject: Yosemite West Housing Project

You don't often get email from sam@scenicwonders.com. Learn why this is important

Dear Mr. Engfer and Mr. Strathearn,

I have been a resident of Yosemite West for the past 10 years as an employee of Scenic Wonders, I wanted to give my support for the housing project started by Ken LeBlanc. I've lived in employee housing for the last 10 years and, in that time I've experienced firsthand how important stable housing is for myself and other employees. Living in employee housing has allowed me to put myself in a better position in life, and afforded me opportunities I wouldn't have otherwise. I sincerely hope that you will approve this project so myself and all other employees will be able have stable employment for years to come.

Sincerely,

Samuel Gleason

Sarah Hughes

From: corbin usinger <cusinger04@gmail.com>
Sent: Wednesday, September 6, 2023 6:07 PM
To: Steve Engfer; Skip Strathearn
Subject: Support Ken's employee housing Proj

[You don't often get email from cusinger04@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hi this is corbin owner / builder of the ravens lair in Yosemite west. 7437 yosemite park way. I support Ken's employee housing project. I think it is a sustainable way forward and it's a good way to serve the community.

Thank you.

Sent from my iPhone

Sarah Hughes

From: Tony & Sherrie O'Geen <tsogeen@gmail.com>
Sent: Wednesday, September 6, 2023 6:38 PM
To: Skip Strathearn
Subject: The Scenic Wonders Project

You don't often get email from tsogeen@gmail.com. Learn why this is important

Dear Sir,

I am writing this letter in favor and support of the proposed Scenic Wonders Project. The project will create countless benefits for our community.
The increased water supply will provide fire protection and stability to the Scenic Wonders water supply in case of emergency. It will decrease pressure on the Scenic Wonders sewage system. The new facilities will offer greater efficiency in providing services. For example the new laundry facility gives an estimated 63% reduction in local traffic. As homeowners in Yosemite West we are very enthusiastic and supportive of this project.

Sincerely,
Anthony and Sherrie O'Geen

Sarah Hughes

From: Julie Overy <julieo@lgm3d.com>
Sent: Wednesday, September 6, 2023 7:30 PM
To: Skip Strathearn; Steve Engfer
Subject: Letter of Support for the Scenic Wonders Project

You don't often get email from julieo@lgm3d.com. Learn why this is important

Dear Mr. Engfer & Mr. Strathearn,

After thoroughly reviewing the Scenic Wonders Project, I wanted to take a moment to express support for the General Plan Zoning Amendment. Many parts of the development offer positive benefits to the community. Anytime a person is willing and able to build employee housing, it should be applauded and supported. This will cut down on transportation and strengthen the community. Additionally, the synergies with the water systems seem to provide much needed redundancy and greater fire protection. I appreciate the fact that the development will also benefit the Scenic Wonders Operations, however, the entire Yosemite Valley benefits from quality service, reduced traffic, and less water usage.

I hope you will give your approval to the project and recommend that the Board of Supervisors follows your lead.

Thank you,
Julie Overy
Unit Owner, B#106
Yosemite West Condos
(970)331-1330

Sarah Hughes

From: Susan Rogers <srogers778@yahoo.com>
Sent: Wednesday, September 6, 2023 9:25 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Employee Housing Project

You don't often get email from srogers778@yahoo.com. Learn why this is important

Date: Sep 7, 2023

To: Skip Strathearn Senior Planner, Email: sstrathearn@mariposacounty.org

To: Steve Engfer, Planning Director, Email: sengfer@mariposacounty.org

RE: Scenic Wonders Employee Housing Project

This letter discusses the 6.22-acre parcel located above the Yosemite West mailboxes which we believe is identified as: 7548 Henness Circle. (It is the parcel situated between the mailboxes and condominiums.)

We own two houses nearby at:
7475 Henness Circle - 95389 - Ahwahnichi
7594 Azalea Lane -95389 - A Kojoji Hela Koca

We have worked our entire lives to build these two houses as we were married in the Yosemite Valley Floor many years ago. We spent years getting the plans together, getting approval, getting various teams of builders and doing much of the work ourselves where we could. It was a labour of love putting these houses in place in Yosemite, an area we have lived and visited since we were children. We have also been respectful to the incredible Yosemite National Park around us and desiring to protect its natural wonders. We are naturally sensitive about any proposal affecting Yosemite and Yosemite West.

For anyone that knows us, our major 'theme' since we first bought our lot (in the 1980's) has been fire protection and fire prevention. We have also been concerned regarding a reliable, clean drinking water supply to the area. We have written letters over and over again on these various themes and topics to many organisations and people.

Living close to and being in a forested area comes with great risks and now great costs. Every person in Yosemite West (as well Wawona and other areas in and around Yosemite) know the tremendous fire risk we face each and every year. That we had significant snowfall last year has helped in fire prevention but this was an anomaly as opposed to a routine event.

Thus, we are sensitive to anything that helps … or hinders fire prevention and fire protection, as well as strengthening our potable water supply access.

We should add that we are away on medical related travel at the moment and need to spend a majority of our time and focus on that. Thus, we have not had a chance to review the related documentation in any depth, nor given them the time they warrant. So, we cannot comment on the many issues at play, as we have not given any of the documents the time they deserve for proper analysis and feedback.

We can however comment on an issue that runs parallel to our major theme of fire protection and fire prevention and strengthening our access to a reliable clean water supply. Our understanding (and we hope we are correct in this) is that this project will include the provision of a mutually beneficial water connection between the Scenic Wonders water system on the 15-acre property they own, and the Yosemite West community water system.

We recently saw a Water Service Agreement for National Environmental Science Center in Yosemite. This is an agreement between KL Water & Land LLC (KLWL). We think an agreement such as this crafted with the Yosemite West Community is an example of that the Mariposa County and other agencies have encouraged about sharing resources. For example, an emergency interconnection valve would have definitely helped during the pipeline outage earlier this year.

Our understanding is that this will be a permanent connection for the Yosemite West Community that will continue going forward without retraction.

The ability to have a backup water system for the Yosemite West Community has great value for everyone in the Yosemite West Community both for fire protection, for drinking water and other emergencies. Overall this will provide for greater safety within the community relative to the fire risks. This is also in keeping with the State Water Resources Board in encouraging cooperation between entities with water. We can see that this this mutually beneficial water connection system will have direct and immediate benefit and thus should be included directly within this project.

The agreement with NatureBridge and KL Water & Land will also be a positive step towards installation of a Fire Station, which we have been advocating since 2000. We note that if we don't ensure fire protection and fire prevention with a pro-active stance, any development and all housing currently there will be meaningless. (See for example the issues regarding the fire at Lahina, Maui on this point.)

In hopes this feedback is of use in your process of review.

John Roosen and Susan Rogers

COMMENT 66. Jaron LeBlanc

Skip Strathearn

From: Jaron L. <jnlbizz@gmail.com>
Sent: Thursday, September 7, 2023 9:43 AM
To: Skip Strathearn; Steve Engfer
Cc: Ken LeBlanc
Subject: Letter of Support for Scenic Wonders Employee Housing Project
Attachments: Letter to County.pdf

[You don't often get email from jnlbizz@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello Skip Strathearn and Steve Engfer,

Here is my signed letter of support for the Scenic Wonders employee housing project. I fully support the project.

Thank you,

Jaron

To Mariposa County officials,

I, Jaron LeBlanc, have worked with Scenic Wonders for 10 years now and as both an employee and member of the vacation rental home owner group, I can say for certain that this project is greatly needed in the Yosemite West area. It is struggle to maintain what employee housing we have now due to common factors such as home owners not renewing lease agreements, properties being sold or a property being converted into a vacation rental. These are all very likely events that can force a termination so we are constantly trying to find quality, family accommodatable employee housing. This project will allow us to offer great homes to our employees that service not only our guests and homeowners but the community in which they reside in as well. More Scenic Wonders employees means that much more support when the county needs our help to evacuate guests in emergency situations, keep the roads manageable when the county snow plows don't show up and offer support to fire and law enforcement when necessary. This project will be a great benefit to the Yosemite West area without a doubt.

I fully support this project.

Sincerely,

Jaron LeBlanc
Systems Manager of Scenic Wonders, Inc.
Property: Trout Creek Lodge: 42984 Scenic Dr, Oakhurt, CA, 93644
Mail: 171 Pier Ave #282, Santa Monica, CA 90405

COMMENT 67. Kana Okada

Skip Strathearn

From: Kana LeBlanc <kanaokada822@gmail.com>
Sent: Thursday, September 7, 2023 9:51 AM
To: Skip Strathearn; Steve Engfer
Cc: Scenic Wonders
Subject: Letter of Support
Attachments: Support Letter.pdf

You don't often get email from kanaokada822@gmail.com. Learn why this is important

Hi Skip and Steve,

Here is my letter of support for the Scenic Wonders employee housing zoning change.
I fully support this project.

Thank you,

Kana Okada

To whom it may concern,

I, Kana Okada, owner of an employee housing property in the Scenic Wonders Group, I fully support the planned zoning change for the Scenic Wonders employee housing plan in Yosemite West. As one of my properties is rented to Scenic Wonders as employee housing currently, I know personally how Scenic Wonders prides itself on providing employee housing that is actual housing, something where their employees can properly raise a family in and not as a temporary shelter.

I see that same commitment to their employees and the communities in which they operate in these building plans. They are not building small shacks/barracks but actual livable apartments that their employees can call home and house their family in.

Also, it is always the Scenic Wonders employee's distributing lanterns in power outages, helping visitors out of the snow and plowing roads before and after the county falls behind. So more Scenic Wonders employees in the community is only a benefit to the safety of the area and the well-being of the visitors and the community that reside there.

I know during past fires, the fire department used their old check in office as a base camp, Scenic Wonders ensured it had a generator and internet. It wasn't any of the residents that provided this service, it was Scenic Wonders and specifically Ken LeBlanc's property Yosemite View. Having a larger building like the one being proposed would mean the area would be better equipped to handle such disasters (which seem to be an annual occurrence at this point) and we owe it as property owners to support their efforts that have been keeping us going so far.

Please approve this project!

Thank You!

Kana Okada
Owner of: 43074 Country Club Drive, Oakhurst CA, 93644
Address: 1902 Lincoln Blvd #1554, Santa Monica, CA, 90405

Sarah Hughes

From: Jan Atwell Holan <janholan@gmail.com>
Sent: Thursday, September 7, 2023 9:54 AM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Employee Housing Project Public Comment

You don't often get email from janholan@gmail.com. Learn why this is important

Mariposa County Planning Commissioners,

As a Yosemite property owner and Mariposa County taxpayer, I support the proposed project proposed by Ken and Janet LeBlanc of Scenic Wonders. They have made extensive changes to their application to address many of the concerns of the county and we believe this a good project for the community.

The vacation rental business in Yosemite West provides local jobs, county tax revenue and an opportunity for people to experience the beauty of Yosemite. Scenic Wonders does an excellent job of servicing guests and the property owners with integrity and professionalism.

Most mountain communities in the Sierra Nevada are experiencing an acute employee housing shortage. This is particularly extreme in Yosemite West and surrounding communities. Driving long distances to service Yosemite West reduces safety and quality of life for employees while increasing traffic congestion and vehicle miles traveled.

We encourage adoption of the zoning change and support for the amended plan as presented.

With gratitude,

Jan Atwell Holan
7440 Yosemite Park Way
janholan@gmail.com
cell: +1.530.414.4333

Sarah Hughes

From: Ken LeBlanc <ken@scenicwonders.com>
Sent: Thursday, September 7, 2023 10:44 AM
To: Skip Strathearn
Cc: Steve Engfer
Subject: Scenic Wonders Employee Housing Project!

As owner of Yosemite's Scenic Wonders for over 35 years, I am proposing a Project that will add stability to the very difficult business of nightly rental management in a remote area. My greatest challenge has always been finding and keeping quality people to service Yosemite West. That requires suitable housing. We have created a great company with great staff. This housing project will secure our operation for decades.

I take pride in the extensive details we have been able to incorporate in the Project. We have included water conservation, fire hydrants, commercial laundry, a large garage for storage and maintenance along with the quality housing for maintaining a great staff.

Yosemite West is a unique community of nightly rentals and private homes and condominiums. Scenic Wonders has been a vital part of the community for decades providing much needed services. It's our staff who is helping clear fire fuels, snow storm emergency rescues, night and day snow removal, checking on the vulnerable people of Yosemite West including our competitors' guests at all hours of the night during major storms.

This formula of mixed use has been successful. Compared to other more dense communities in the state, we have very little conflict between neighbors. Of course there is an occasional party at a rental home but it's a rare occurrence and our management team shuts it down quickly without government services. There is practically no crime, parking is assigned and Scenic Wonders has one of the most robust guest communication systems to inform our tourists of the rules and hazards of Yosemite West. If there is a problem our staff is there to resolve it.

There is a wide economic benefit to this mixed use in Yosemite West. Scenic Wonders and our group have averaged over $1.6 million a year from the start of COVID, January 2020, adding to the general fund in Mariposa County. The real estate values for rental and private homes have grown way past the average in the county. Our operations have increased county funding and private values with a low impact business of tourism that has been part of Mariposa County for many decades.

I ask for the serious consideration of the Planning Commission and Board of Supervisors to approve my Scenic Wonders Employee Housing Project as presented. It is a well-balanced project that will advance the success of Yosemite West for many years to come.

Thank you very much for your considerations,

Ken LeBlanc
Yosemite Scenic Wonders
KL Water & Land

COMMENT 70. Shirley Savarino

Skip Strathearn

From: Shirley <sav314@gmail.com>
Sent: Thursday, September 7, 2023 11:12 AM
To: Skip Strathearn; Steve Engfer
Subject: Support to Scenic Wonders- GENERAL PLAN/ZONING AMENDMENT NO. 2020-096 SPR 2023-064

You don't often get email from sav314@gmail.com. Learn why this is important

Hi, I am an owner at Yosemite West condominiums and I wanted to reach out to show my support to the planned employee housing at Yosemite West. This plan is thoughtful of the existing buildings and mindful of environmental impacts such as water. Housing is much needed in the area to support Scenic Wonders activities in supporting the homeowners in Yosemite West.

Best Regards,
Shirley Savarino
Yosemite West, B107

Sarah Hughes

From: Chris Murphy <murphychrisjames@gmail.com>
Sent: Thursday, September 7, 2023 11:57 AM
To: Skip Strathearn
Subject: Scenic Wonders Employee Housing Project

You don't often get email from murphychrisjames@gmail.com. Learn why this is important

As a homeowner in Yosemite West I feel this project would be a great addition to the area.

--
Chris Murphy
(he/him/his)

Sarah Hughes

From: Ayako Kujiraoka <kujiaya@yahoo.com>
Sent: Thursday, September 7, 2023 1:07 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders-Proj NO. 20ss20-096 SPR 2023-064

You don't often get email from kujiaya@yahoo.com. Learn why this is important

sstrathearn@mariposacounty.org

sengfer@mariposacounty.org

Skip and Steve- I have reviewed the general project plan and would like to provide my support for this Scenic Wonders project (2020-096 SPR 2023-064). I have been a property owner at Yosemite West for over 45 years and see many benefits to the community and environment that this project will address. The project addresses several infrastructure concerns and creates improvements that positively impacts the whole community.

Employee housing is a critical concern and the project addresses this by creating onsite housing which increases safety (especially in the winter) and also positively impacts the environment by reducing traffic and vehicle emissions. In addition, the commercial laundry facility will reduce water usage and enhance safety by creating another source of water supply that could possibly used for firefighting if it ever became necessary.

The project as a whole provides benefits to the whole community and I whole heartedly support it because it addresses employee quality of life, safety, as well as improving the environment.

Sincerely,
Ayako Kujiraoka
Owner: 7540 #A209, Henness Cir, Yosemite West

Sarah Hughes

From: Delight Allen <delightdallen@gmail.com>
Sent: Thursday, September 7, 2023 2:01 PM
To: Skip Strathearn
Subject: Scenic Wonders proposal

You don't often get email from delightdallen@gmail.com. Learn why this is important

I wish to add my support for approval the

Scenic Wonders- GENERAL PLAN/ZONING AMENDMENT NO. 2020-096 SPR 2023-064

I have beeb a property owner for nearly 50 years and the need for the kind of employee support proposed for Scenic Wonders has been needed throughout these several decades.

The logistics of time and distance have always complicated life and work for both owners and employees.

These improvements will greatly facilitate a more normal life and reduce the amount of both expensive and unproductive travel time for us all.

Thank you for your consideration.

Delight Allen
Owner of unit 208B

delightdallen@gmail.com

919-815-0387

Skip Strathearn

From: Kristina Rylands <krylands@naturebridge.org>
Sent: Thursday, September 7, 2023 4:08 PM
To: Skip Strathearn
Cc: Steve Engfer
Subject: Letter of Support for Scenic Wonders GPZA
Attachments: NB Scenic Wonders LOS 9.7.23.pdf

You don't often get email from krylands@naturebridge.org. Learn why this is important

Dear Mr. Strathearn,
Please see the attached letter of support for the Scenic Wonders GPZA project. Thank you for including it into the recording of public comment.

Kind regards,
Kristina Rylands

--
Kristina Rylands
Project Director, National Environmental Science Center
NatureBridge
209-761-6674 (mobile)
(She/Her/Hers | Why Pronouns Matter)

I work limited, part-time hours during the week. If you have a matter that requires my immediate attention, please send a text message to the number noted above.

NatureBridge

naturebridge.org

September 7, 2023

Dear Mr. Strathearn,

On behalf of NatureBridge, I am writing to provide our enthusiastic support for the Scenic Wonders GPZA project currently under review by Mariposa County. As the education nonprofit partner of the National Park Service in Yosemite serving thousands of school children annually, we appreciate the care and effort that has gone into the vision and sustainable design of the Scenic Wonders project.

In alignment with the recommendation from the CA State Water Resources Control Board, NatureBridge entered into a long-term water service agreement with Scenic Wonders to provide potable water to the National Environmental Science Center (NESC) in Yosemite. The NESC, also still in development, is a Net Zero energy facility built to a LEED Platinum standard that will serve young people for the next hundred years. As a campus that features greywater recycling as a "teachable moment" for our students, NatureBridge applauds the water recycling methods incorporated into the Scenic Wonders project. With on-site laundry using recycled water–which will cut down on drive times for housekeeping staff–this is an excellent example of operational efficiency that will minimize greenhouse emissions.

By connecting to the Scenic Wonders water system, NatureBridge will be able to support firefighting efforts, making the 200,000 gallons of water storage at our NESC facility ready for potential emergencies within Yosemite West.

Our Yosemite environmental science programs teach young people from throughout California–and even from around the world–how to be responsible stewards of the planet. The Scenic Wonders project is a model of how sustainable design and thoughtful operational planning can streamline business operations while protecting valuable natural resources. It will be an asset to the Yosemite West community. We greatly urge you to support approval of the GPZA as well as the project's successful implementation.

Sincerely,

Kristina Rylands

Kristina Rylands
National Environmental Science Center Project Director
NatureBridge

Sarah Hughes

From: pianovan11@gmail.com
Sent: Thursday, September 7, 2023 4:58 PM
To: Steve Engfer; Skip Strathearn
Subject: Yosemite West Employee Housing

You don't often get email from pianovan11@gmail.com. Learn why this is important

To: The Mariposa County Planning Department

I am writing in support of the Scenic Wonders Employee Housing Project. I have worked in association with Ken LeBlanc and Scenic Wonders for many years.
I believe the project will be good for the environment. I believe that the project will also help out the community of Yosemite West. This in turn will be beneficial to Mariposa County.
This sounds like a win/win proposal.

Thank you for your time,
Pamela Vanderveer
7298 Black Oak Lane,
Yosemite West, CA
Mailing address: 2697 Finchwood Ave.
Clovis, CA 93611
209-617-7644

Sent from Mail for Windows

Sarah Hughes

From: Terese Carlson <TLC-10@hotmail.com>
Sent: Thursday, September 7, 2023 11:31 AM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Employee Housing

[You don't often get email from tlc-10@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To whom it may concern,

This message is in regards to the construction of much needed employee housing in the Yosemite West location, specifically the employees of Scenic Wonders. Our family has worked with Ken La Blanc for over 25 years on a professional level where he has produced a very successful and efficiently run property business. There is a 6 acre parcel that is currently owned by Mr. Le Blanc, that is situated just north of the Yosemite West Condominiums where Mr, Le Blanc is proposing the employee housing construction. This plan is referred to as the Scenic Wonders Project.

With the foresight and extensive years of planning, the project will house staff, equipment, supplies, storage and a commercial laundry. This project will positively impact the conditions of our well used roads as the employees will be able to conduct services such as laundry on site and not have to travel back and forth to multiple properties to complete their essential tasks. In addition, this project will be beneficial to water conservation due to the project having its own water and engineered septic systems.

Our family is 100% behind this project proposed by Ken Le Blanc and we hope you take our views and support into consideration.

With warm regards,

Terese L. Carlson
Hutchinson Properties

Chateau Royale
7421 Yosemite Park Way

COMMENT 77. William and Karen Podolsky

6072 North Sequoia Avenue

Fresno, CA 93711

Radmd1@aol.com

RECEIVED

SEP 08 2023

Mariposa County Planning Department

September 3, 2023

Planning Director, Mariposa County Planning Department

PO Box 2039, Mariposa, CA 95338

As homeowners on 7589 Dogwood Lane, off Henness Circle Road in Yosemite West, we strongly oppose the construction proposal by KLWL/Scenic Wonders on lower Henness Circle. We have many concerns:

1. Road Safety and Fire Safety: There is only one exit road from the homes and condos on Henness Circle, and that goes by the proposed construction. The construction could be a choke point which significantly increases the number of cars, trucks, and potentially heavy equipment at that location. Worse, it would have large gasoline and diesel storage tanks and industrial laundry that create the risk of a disastrous fire, which could sweep rapidly up the hill to the condos and homes above, while providing a choke point on the one exit.
2. Sanitation and odor: The proposed leach field (septic field) on the east side of their project is just below our homes on Henness Circle. A north wind would bring odor up to our community.
3. Water: We are delighted that KLWL plans to bring water to the already-built NatureBridge, so that this can open up for students. However, we are concerned that this production may not hold up in dry years; worse, it may impact the already limited production serving the entire Yosemite West (YW) Community. We would be happy to have KLWL sell water to NatureBridge for several years to test how well the production at their well and at YW holds up after a couple dry years. In our minds, priority should be given to the needs of YW and NatureBridge before even considering any new construction.
4. Size of project, nature of the community, noise and traffic: The proposed building sizes alone are a substantial impact on the nature of this quiet semi-wilderness community. However, the proposal for 53 parking spaces clearly plans for something even larger. This doubles the number of spaces off Henness Circle.

In short, we ask that you refuse the rezoning request and encourage KLWL to sell water to NatureBridge.

Sincerely,

William Podolsky
Karen Podolsky

William and Karen Podolsky

Sarah Hughes

From: Bob Crooks <bcrooks@comcast.net>
Sent: Saturday, September 9, 2023 8:47 AM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from bcrooks@comcast.net. Learn why this is important

As a 30+ year property owner in Yosemite West (7454 Henness Ridge), I am writing to request that the planning commission NOT approve the zoning reclassification of the subject property.

- There has been a creeping commercialization in Yosemite West over many years. This project will accelerate the process. I don't believe most property owners will welcome this. We bought property in Yosemite West to escape noise, traffic, pollution and commercial activity.
- I don't believe environmental issues have been adequately addressed, despite the rather superficial mitigation measures listed in the available documentation. Traffic is one issue (four new entrances to subject property) and septic system is another. With 32 new permanent multifamily units, a commercial laundry facility plus the ancillary development, a rather large new septic system will need to be developed. This will presumably be located in the midst of the larger residential area. I think the risk from bulk storage of fuels in the midst of the residential area is another issue that has been given short shrift.
- The note at the bottom of page one in the August 10 Notice of Public Hearing states that future development not specified in the existing plan is likely. This should be clarified and included in considering the re-zoning request.

Robert Crooks
Property Owner

Sarah Hughes

From: vonnie bluemoonstudio.org <vonnie@bluemoonstudio.org>
Sent: Sunday, September 10, 2023 8:37 AM
To: Steve Engfer
Cc: Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

[You don't often get email from vonnie@bluemoonstudio.org. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Mariposa Planning Department,

I am writing with my grave concerns about the proposed “mixed-use light business” zoning for the 6.22 acre parcel in Yosemite West, 7548 Henness Circle (APN 006-150-003) put forth for Scenic Wonders, Inc.

This has such a huge impact to our environment, including impact on traffic, congestion, water/septic usage and overall atmosphere for our small community.

I am concerned about the well that Ken LeBlanc claims he has. It is directly upstream from our own community well. Has there been sufficient evidence that this well is independent and separate from the Yosemite West’s well? Is he tapping into the water source that will then so impact the entire community’s water source?

I am concerned about the long term intent as well. Currently his plan is to have this for his employees, housing, laundry. However, if this does go forward, the community needs to be assured that this will not turn into a money making short term rental area in the near future.

As with the majority of our Yosemite West community, I am opposed to having this move forward.

Thank you for your serious consideration of these issues and the impacts.

Sincerely,

Yvonne Coombs
Yosemite Peregrine Lodge
7509 Henness Circle
Yosemite, CA 95389

Sarah Hughes

From: virginia bergstrom <b954boomer@yahoo.com>
Sent: Sunday, September 10, 2023 4:10 PM
To: Skip Strathearn
Subject: "GPZA application No. 2020-096; Site Plan Review application No. 2023-064"

You don't often get email from b954boomer@yahoo.com. Learn why this is important

My mother , Elfriede Munday, owns 7260 Yosemite Parkway home. It is her and my desire that the relevant water concerns be addressed as given by the State Water Board, on March 16, 2022.
Specifically, that there be installed an emergency connection between Yosemite West Water supply and the Scenic Wonders water supply.
With the significant and substantial concerns of fire!
This connection must take priority for the protection of the entire Community health and welfare. So many drought years and several close calls.
We are asking a deliberate requirement be mandated to Scenic Wonders to implement the immediate emergency water connection with Yosemite West.
Thank you for your help in protection of homeowners
concerns.

Sincerely, Elfriede Munday,
Virginia Bergstrom
B954boomer@yahoo.com

Sent from Yahoo Mail for iPhone

Sarah Hughes

From: John Mock <jmock@ucsc.edu>
Sent: Sunday, September 10, 2023 6:19 PM
To: Steve Engfer
Cc: Skip Strathearn; Rosemarie Smallcombe
Subject: Yosemite West Mixed-Use Zone Amendment Application

I am opposed to General Plan/Zoning Amendment Application No. 2020-096 that would create a new zone called Yosemite West Mixed-Use Zone. It is my opinion, based on 16+ years of working on fire safety on Henness Ridge, that increased intensity of usage and occupation within and adjacent to the Mariposa County community of Yosemite West increases the on-going threat of wildfire to human life and property.

From 2006 to 2017, Kimberley O'Neil and I wrote and administered nine
(9) fire safety grants for Yosemite West totaling over $840,000.
Grants were awarded by NPS, USDA Forest Service, PG&E and the State Responsibility Area (SRA) Fire Prevention Fund. These grants contributed substantially to Yosemite West surviving the 2018 Ferguson Fire by creating an environment that was safe for firefighters. In
2008 we prepared the Yosemite West Community Wildfire Protection Plan, the first CWPP to be approved by the Mariposa County Board of Supervisors. In 2013, Yosemite National Park Fire & Aviation awarded us an Outstanding Achievement Award
(http://www.mockandoneil.com/npsletter5-26-2013.jpg) for "procuring funds and conducting hazard fuel reduction projects to potentially reduce the threat of catastrophic wildlife to the community of Yosemite West."

Hence, I feel I am qualified to address the issues of fire response and emergency evacuation in Yosemite West.

In Yosemite West, "the median fire-return interval is between eight and ten years" (YW CWPP p.15).

The Condition Class of the existing forest is being altered by drought and beetle infestation and is moving toward Condition Class III, in which "the risk of losing key ecosystem components is high. Fire frequencies have departed from historical frequencies by multiple return intervals. This results in dramatic changes to one or more of the following: fire size, intensity, severity, and landscape patterns"
(YW CWPP p.16).

The challenges of increased fire size, fire intensity and fire severity are increased by limitations that impact fire response and suppression capabilities. As you are no doubt aware, ingress and egress in Yosemite West do not meet current requirements (Mariposa County CWPP, 2020, p. 39).

"Other evacuation concerns included limited evacuation routes, uncertainty where to go, not enough time to evacuate, and continued or proposed new development in areas like Yosemite West that have single ingress & egress" (MC CWPP 2020, p. 54).

The proposed zoning amendment for Yosemite West would increase the intensity of road usage, residence and business activity. Change of zoning to the new "Mixed-Use" zone for other parcels on Henness Ridge, all of which use the existing sole ingress and egress road over NPS land, would further impact fire response, suppression and evacuation concerns.

The "Azalea Lane Fire Motorway", mentioned in the Zoning Amendment applicant's proposal, is an unpaved road across NPS land. It is not an all-weather road. It is closed in winter by snow. In spring it has muddy sections where surface water flows, making it passable only by high-clearance four wheel drive vehicles, if at all. Sudden, intense, early-summer monsoonal thunderstorms have a similar effect and bring the threat of lightning strike ignitions to Henness Ridge.

Although the "Azalea Lane Fire Motorway" has been recently graded and cleared of down trees, numerous standing dead trees on either side of the unpaved road can and do topple during wind events and storms.
Downed trees along both sides of the road increase the threat to its use during a fire.

My years of experience addressing fire safety in Yosemite West leads me to conclude that it is foolhardy to permit increased intensity of use on Henness Ridge and in Yosemite West, as it would increase the risk of catastrophic loss of property and human lives.

Therefore, I urge the Planning Commission to deny the re-zoning application because of the risk it poses to public safety. It is incumbent on the County NOT to permit irresponsible development. A single ingress/egress is a fact that will not change, and the County cannot act as though it is the community's responsibility to find a solution. It is the County's responsibility not to exacerbate the danger.

Respectfully,

John Mock, Ph.D.
Yosemite West resident and property owner

Skip Strathearn

From: Steve Engfer
Sent: Monday, September 11, 2023 2:56 PM
To: Skip Strathearn
Subject: FW: COMMENTS RE: General Plan/Zoning Amendment Application No. 2020-96; Site Plan Review Application No. 2023-064; CEQA Initial Study/Proposed MND
Attachments: yosemite.09 11 23 engfer comment ltr.pdf; yosemite.may 1982 schmidt gw study.pdf

Steve Engfer
Planning Director, Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street Mariposa CA • 95338
(209) 742-1250 • Fax (209) 742-5024
sengfer@mariposacounty.org

www.mariposacounty.org/planning

From: jschatz13@cox.net <jschatz13@cox.net>
Sent: Monday, September 11, 2023 12:40 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Cc: 'Ted Williams' <tedwilliamsvlsi@gmail.com>
Subject: COMMENTS RE: General Plan/Zoning Amendment Application No. 2020-96; Site Plan Review Application No. 2023-064; CEQA Initial Study/Proposed MND

Mr. Engfer:

Please see the attached in connection with the above-captioned matter.

Thank You,

John Schatz
Attorney for Yosemite Wes Property & Homeowners, Inc.

JOHN J. SCHATZ
ATTORNEY AT LAW
P.O. BOX 7775
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September 11, 2023

Steve Engfer
Planning Director
Mariposa County Planning Department
P.O. Box 2039
Mariposa, CA 9533

VIA EMAIL: sengfer@mariposacounty.org

RE: General Plan/Zoning Amendment Application No. 2020-096; Site Plan Review Application No. 2023-064; CEQA Initial Study/Proposed Mitigated Negative Declaration Comments

Mr. Engfer:

I represent the Yosemite West Property & Homeowners, Inc. (Yosemite West) concerning water resources and related matters in connection with the above-captioned matter that on August 10, 2023 was noticed for a September 15th public hearing for consideration by the Mariposa County Planning Commission (Proposed Project)[1]. The following comments are directed only to the items expressed herein and should not be construed as the only comments from Yosemite West or its members regarding the Proposed Project.

Water Systems

- The *Water System* section of the Project Description does not include or reference the provision of water from the Scenic Wonders water system to Nature Bridge.

- The *August 2021 Scenic Wonders Preliminary Technical Report* at page 3, states that the PWS (Public Water System) will not be expanded beyond the boundaries of the single 6-acre parcel[2]. Section 3 pages 6-7, however, dismisses the availability of water service from YWMD to Scenic Wonders and Nature Bridge[3] while implying the Scenic Wonders system is capable of providing service to Nature Bridge. There is no supporting analysis regarding the proposed Scenic Wonders PWS addressing the operation of the system if

1 For purposes of the submitted comments herein, Proposed Project includes: Phases I and II, residences that will be added as permitted uses in the final version of the new mixed-use zoning text that will be considered for adoption, and additional unspecified proposed uses (page two, August 10, 2023 California Environmental Quality Act, Initial Study).
2 A connection to Nature Bridge to meet the regular water demands of Nature Bridge *is* an expansion beyond the boundaries of the single 6-acre parcel.
3 In an October 23, 2020 letter to Supervisor Smallcombe, Yosemite West's position was and remains that water resources decisions involving the area should be comprehensively considered.

connected to Nature Bridge (e.g., overall system operation demands and service priorities if water shortages) other than references to the general capacity of the groundwater system.

- The State Water Resources Control Board March 16, 2022 letter to Scenic Wonders recommends that Scenic Wonders extend drinking water service to Nature Bridge and that both would operate under a single water supply permit. The letter also states that Scenic Wonders should install a future emergency connection with Yosemite West Water System; an emergency connection will improve the resiliency of both water systems; and, that Scenic Wonders should consider contracting with Mariposa County for operations and management services. The SWRCB further states that the letter does not imply approval of the water system. All application materials must first be submitted, reviewed by the State Water District office and approved prior to receiving a domestic water supply permit to operate a public water system.

- The November 2022 Project Information document states that the evaluation of the feasibility of these proposals recommended by the State Water Resources Control Board is still pending.

- The January 20, 2023 KL Water & Land LLC Amendment to General Plan Zoning Amendment Application states that KL Water & Land LLC has entered into a long-term Water Service Agreement with Nature Bridge.

Comment: **Water supply is the most important component of the Proposed Project. Without a reliable, sustainable supply of water that meets public health standards with respect to quality and adequacy, the Proposed Project cannot proceed. The State Water Resources Control Board (SWRCB) has made it clear in its March 16, 2022 letter that the Scenic Wonders, Nature Bridge and Yosemite water systems should be interconnected and collectively operated and managed. This is critically important given the limited quantity of water available in an isolated area. Environmental review of the water supply for the Proposed Project should, therefore, be based on the collective water systems' demands that includes a quantitative and qualitative analysis, that considers the fire flow requirements, operational characteristics and current and future demands of all three water systems, rather than piecemealing or segmenting, which approach has resulted in a less-than-significant environmental impact finding. Even though the Preliminary Technical Report provides history of discussions with Mariposa County Public Works in 2019/2020, there is no documentation of recent response (following the directive in the 3/16/2022 SWRCB letter) from the applicant to approach Mariposa County Public Works for consideration of joint operations and management of the water systems.**
The Project Description and IS/MND documents need to be made consistent as to what is actually proposed and why. Considering that Scenic Wonders and Nature Bridge have apparently already entered into a long-term water Service Agreement, it is unclear if the Scenic Wonders/Nature Bridge Agreement must be ratified or approved as part of the Proposed Project and, if so, why. Given the mixed and apparently unrelated purposes of the Water Supply Agreement and Proposed Project as described in the Project Description and other documents, it is suspicious if approval of the Proposed Project would be allowed independently of the Water Service Agreement for Nature Bridge. In any event, approval

of the Proposed Project should not occur without the benefit of a comprehensive analysis of the collective water systems as recommended above. Additionally, approval of the Proposed Project is premature before the State Water Resources Control Board makes a discretionary decision based on a review to issue a domestic water supply permit to operate a public water system. In addition to the completion of a comprehensive analysis and accompanying environmental review, approval of the Proposed Project should not occur before the SWRCB District has completed the review necessary to issue the actual water supply operating permit.

Watershed Evaluation and Well Pump Tests

- The May 1982 Kenneth D. Schmidt report at page 6, Long-Term Yields, states in part that air-tests at the time of drilling do not usually indicate the yields of wells under sustained pumping. Experience with wells tapping granitic rocks elsewhere in the Sierra Nevada has indicated that well yields often decline exponentially with pumping time (Schmidt, 1977).[4]

- The March 2020 Results of Fall 2019 Pump Tests of Yosemite West Wells For Kenneth LeBlanc at page 3, Geologic Conditions, states that the character of the weathered materials and fractured materials and fractured hardrock mandates that groundwater can only be successfully tapped by wells in specific locations as opposed to throughout the project site.

- The September 24, 2021 memo regarding the water balance for the watershed and the potential groundwater that could be tapped on the second page states the hardrock wells produce water from interconnected fractures in the hardrock, which are not considered to be an aquifer. Also on the second page, the memo states that evapotranspiration losses in the watershed can be decreased by clearing and/or thinning of vegetation. For example, clearing of 20 acres of conifers in the watershed could reduce evapotranspiration by about 23 inches per year, or 38-acre feet per year on the 20 acres. The memo provides mass balance estimates of groundwater availability on the basis of evapotranspiration, streamflow runoff, pumpage and sewer influent.

- The analysis in the 2020 and 2021 Schmidt reports are relied upon and cited in the August 10, 2023 Initial Study to show that impacts on groundwater from the proposed development would be less than significant.

- The August 10, 2023 Initial Study at page 43 (Water Service to NatureBridge) states the project proponent submitted a memo to Mariposa Planning as part of the revised development application for the project that details the water service agreement (currently under final review) between the project proponent and the NatureBridge development.

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4 This report (attached) is not included in the Project Studies that are part of the proposed project. (p.6, Initial Study). The report, however, is cited herein because Schmidt's subsequent reports referenced herein are included in the Project Studies and relied upon in connection with the Proposed Project.

Comment: **The Schmidt reports state the total estimated volume of groundwater but importantly note fractured materials and fractured hardrock mandates that groundwater can only be successfully tapped by wells in specific locations as opposed to throughout the project site because the hardrock is not considered an aquifer. This means that the Scenic Wonders wells only have access to limited water available at the specific location where they are drilled and not the entirety or even a significant amount of estimated groundwater that is interspersed and isolated in other fractured materials and hardrock. Per the "Water Systems" comment above, the failure to consider the collective demand of the water systems, including critically, the accompanying likely higher maximum day demands (e.g., fireflow conditions) and higher sustained continual operating pumping conditions coupled with the often decline in well yields exponentially over time suggests further analysis and a remedial water source shortage backup plan should be developed. Thus, while overall there may not be a substantial depletion in groundwater supplies in the overall basin based on mass balance calculations, there may be substantial depletion in the particular fractured materials or hardrock supplying the Scenic Wonders wells and consequently a significant environmental impact causing a change in groundwater resources for that part of the groundwater basin. This will result in unavailable or inadequate water supply upon which three water systems are dependent. Further, the statement by Schmidt that clearing forest land to increase the capacity or sustainability of well yields triggers further environmental impact review addressing forest clearing and increased groundwater production to meet the demands of the three interconnected water systems.**

<u>Septic System/Greywater</u>

The August 10, 2023 Initial Study at page four (Septic System) states that:

- The optional (as needed) phased water or septic expansion will include dedicated easements (recorded with entitlement) for expanding septic disposal onto the 15-acre parcel to the north at 7555 Henness Ridge Road (APN 006- 150-006).

- There is also a backup septic field on the recorded easement at 7549 Henness Circle that includes approximately 32,000 sq. ft. of leach field area.

- Since the preparation of the septic system feasibility analysis, the project proponent has committed to a water recycling system for the laundry facility. The recycling system is proposed to recycle up to 80% of the laundry discharge. The remaining laundry water discharge will be sent to a dedicated greywater dispersion field.

Comment: **Additional information and analysis should be provided to determine if the septic field that will include discharge from the laundry recycling system may contaminate potable water wells, including increased salinity and/or other septic and greywater discharge constituents and thereby degrade groundwater quality. This is especially significant due to the close proximity proposed for the new septic field, just uphill (approx. 500feet) from existing Well #3.**

Fire

- The August 10, 2023 Initial Study at page 40 (Risk of Wildland Fires) states that upon completion, the project will provide 50,000 gallons of water storage, which the project proponent states will serve as additional emergency water reserves in the event of a local fire emergency. The project's water system will include backup electric generators for power outages. Two fire hydrants are also proposed for the 6.22-acre project site near Henness Circle. (The second fire hydrant was added as a revision to the Fire Flow Analysis report prepared for the project. The revised analysis report has been reviewed and approved by the Mariposa County Fire Department.)

Comment: Fire flow capability and water system requirements should be evaluated based on the Scenic Wonders, Yosemite West and Nature Bridge water systems' demands, as interconnected per the "Water Systems" comment above, to include using alternative fire emergency scenarios.

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The foregoing comments demonstrate additional studies and analyses are necessary before the Proposed Project can be approved. These analyses will provide the basis for determining if significant effects can be mitigated to less than significant or there is substantial evidence of significant effects that require preparation of an environmental impact report.

Documentation of recent consideration, discussion, and agreements of the project applicant with Mariposa County Public Works for joint water operations management also needs to be addressed, before the Proposed Project could be approved.

I am available for consultation regarding this matter.

Sincerely,

John J. Schatz

John J. Schatz
Attorney for
Yosemite West Property & Homeowners, Inc.

GROUNDWATER CONDITIONS AT YOSEMITE WEST

prepared for
Yosemite West

by

Kenneth D. Schmidt
Fresno, California
May 1982

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KENNETH D. SCHMIDT
GROUNDWATER QUALITY CONSULTANT
1111 FULTON MALL, SUITE 306
FRESNO, CALIFORNIA 93721
TELEPHONE (209) 268-4741

May 20, 1982

Mr. Dino Guaneli
Yosemite West
3621 Irlanda Way
San Jose, CA 95124

Dear Dino:

Enclosed are ten copies of my report on groundwater conditions at Yosemite West. Thanks for the extensive cooperation during this project.

Sincerely yours,

Ken Schmidt

Kenneth D. Schmidt

KDS:jc

Enclosures

CONCLUSIONS

1. Records on previous test hole and well drilling, construction of infiltration galleries, and well yields have been collected and interpreted. Wells have been plotted on a map and tables prepared showing construction data, well yields, and chemical quality of well water.

2. The three active supply wells and one active infiltration gallery tap only a small watershed, the upper part of the East Creek drainage. However, two additional supply wells and one infiltration gallery have been completed near the confluence of West and Indian Creeks, which is below a substantial drainage area.

3. Pump tests adequate to determine long-term well yields have been conducted on the two infiltration galleries and three of the wells at Yosemite West.

4. The most favorable location for future groundwater development is along the lower West Creek and lower Indian Creek drainages. It may be possible to develop an additional several hundred gpm on a long-term basis in this area.

5. Potential locations at intermediate elevations for groundwater development include the lower part of the East Creek drainage and along the West Creek drainage. It may be possible to develop an additional 20 to 30 gpm in the lower East Creek drainage and about 50 to 100 gpm along West Creek. The easterly part of the area along Indian Creek should also be explored.

6. A test drilling program is necessary in selected areas in order to develop additional groundwater.

7. For future production wells, special attention should be given to annular seals. Also, a very specific procedure should be followed for pump testing wells. The test drilling and pump testing program should be supervised by an experienced groundwater geologist or hydrologist.

GROUNDWATER CONDITIONS AT YOSEMITE WEST

The purpose of the investigation described in this report is to determine the potential for additional groundwater development at Yosemite West. The Yosemite West project site comprises 840 acres in Sections 22, 23, 24, 25, and 26 of T3S/R20E, about 12 miles north of Wawona. Well drilling at Yosemite West reportedly commenced in 1966 and Phariss and Simons (1973) described well drilling activities as of the end of 1972. Their water-resource evaluation delineated watersheds at the project site and included a map and table showing well data, locations, and the results of pump tests. Since that time, additional groundwater development activities have taken place. At least 23 wells and a number of additional test holes had been drilled and two infiltration galleries constructed at Yosemite West as of the end of 1981. Data available on these wells, including well yield, are discussed in this report. Areas most suitable for future groundwater development are delineated, potential recharge in specific areas is assessed, and potential well yields estimated.

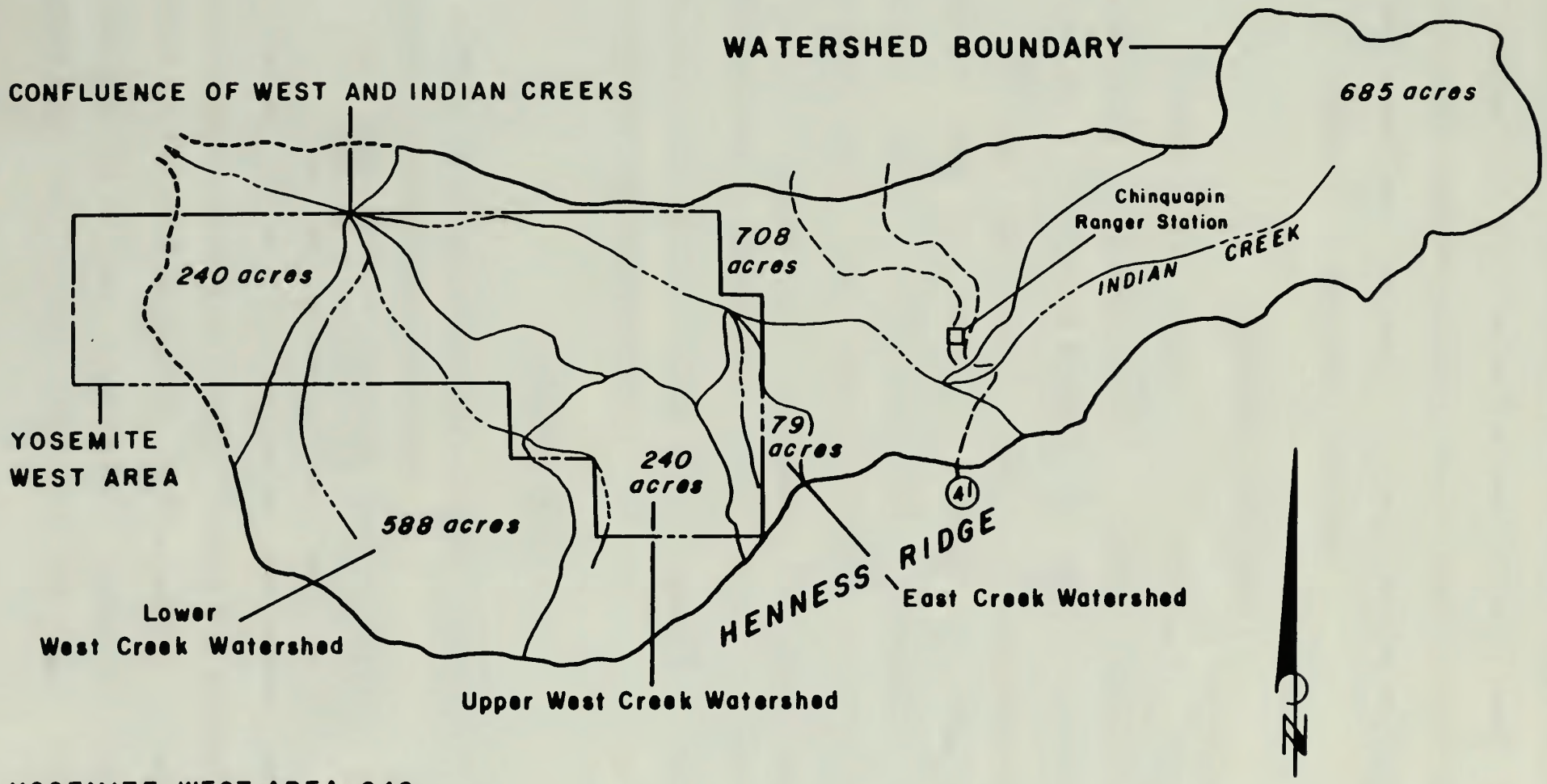
Topography and Climate

Elevations of the land surface at Yosemite West range from about 4,500 to 6,200 feet about mean sea level. The project site is on the north flank of Henness Ridge and the land generally slopes to the northwest. Average annual precipitation is estimated to be about 45 inches per year, based on an isohyetal map prepared by the California Department of Water Resources for the period 1925-75. Most of the precipitation occurs in the

winter months, and snowfall is common from November to April. Runoff from the project site drains to Indian Creek, a tributary of the Merced River.

Surface Drainages

Phariss and Simons (1973) delineated sub-watersheds in the Indian Creek watershed. About 2,560 acres lie in the entire upper Indian Creek watershed, which includes the project site and upstream lands. Slightly less than 700 acres of this drainage are upstream of Highway 41. Phariss and Simons (1973) discussed two tributaries of Indian Creek that pass through the project site (Figure 1). East Creek heads near the water tank at the southeast corner of the project site, drains north through the meadow below the intersection of Henness Ridge and Henness Circle, and thence northerly to the confluence with Indian Creek. The East Creek watershed comprises about 80 acres, approximately 25 acres of which are in Yosemite National Park, east of the project site. West Creek heads near the southern part of the project site and drains to the northwest to the confluence with Indian Creek. The lowest elevations at the project site are near this confluence. The drainage area of the upper portion of this creek, which lies near or above the Phase I development, is about 240 acres. A relatively large tributary from the west joins West Creek just above the confluence with Indian Creek. The total watershed drained by West Creek, including this tributary, comprises about 830 acres. Slightly more than 700 acres of watershed are present along



YOSEMITE WEST AREA: 840 acres

TOTAL WATERSHED: 2561 acres

MODIFIED FROM: PHARISS AND SIMONS (1973)

0 0.5 1.0 1.5

MILES

FIGURE 1 - LOCATION OF WATERSHEDS NEAR YOSEMITE WEST

Indian Creek between Highway 41 and the West Creek confluence, exclusive of the 80 acres drained by East Creek. The sizes of these sub-watersheds are crucial in terms of groundwater development, because they largely determine the potential recharge to groundwater in specific locations.

Geologic Conditions

Granitic rocks comprise the outcrops at Yosemite West. Groundwater is presented both in shallow weathered granitic rocks and in fractured hardrock at depth. The thickness of the weathered zone, based on data from existing wells, ranges from less than 5 to more than 50 feet, and probably averages about 30 feet, at the project site. Groundwater in the weathered zone can be tapped by radial or lateral wells and infiltration galleries. The character of the weathered materials and fractured hardrock mandate that groundwater can be successfully tapped by wells in only specific locations, not throughout the project site.

Project Wells

Past well drilling activities at the project site have centered on three primary areas:

1) Upper part of the East Creek drainage
2) Upper part of the West Creek drainage
3) Lower part of the Indian Creek drainage

Phariss and Simons (1973) reported that eleven vertical wells were drilled between 1966 and 1971 and one lateral well was completed in 1972. Attempts to drill a second lateral well were unsuccessful, however, infiltration galleries have been completed both along Indian Creek and East Creek. In addition,

more hardrock wells were drilled during 1972 and 1979-80. Plate 1 shows the locations of wells drilled at the project site. Drillers logs are available for most of the wells drilled at Yosemite West.

Meadow Area Along East Creek

Table 1 shows data for wells drilled in and downstream of the meadow area below Henness Ridge and Henness Circle. The three wells and infiltration gallery currently used for Yosemite West are in this locality. New Well No. 1 and Wells No. 2 and 5, all hardrock wells, and Well No. 4, the infiltration gallery, are now hooked into the Yosemite West System. Old Well No. 1, Well No. 2, and Well No. 3 (the lateral well) were used at various times prior to 1981. The drilling and pumping of new deeper wells has resulted in declining yields for older nearby shallower wells, which have thus been abandoned.

Area Above the Meadow

At least six hardrock wells were drilled in the area between the meadow and the water tank on the hill. Drillers logs are available for only two of these wells, and all of these wells reportedly yielded only several gpm or less, based on the airtests. This drilling has confirmed that conditions in this area are unfavorable for groundwater development.

Upper West Creek Area

At least five hardrock wells were drilled along or near the

TABLE 1 - DATA FOR WELLS ALONG EAST CREEK NEAR AND BELOW MEADOW

Well No.	Old No. 1	New No. 1	No. 2	Original No. 3	Present No. 3	No. 4	No. 5
Other No.	---	---	---	---	L-1	---	Well by Phonebooth
Location (Grid)	F-1	F-1	F-1	F-1	E-1	G-1	F-1
Type	Hardrock	Hardrock	Hardrock	Hardrock	Lateral	Gallery	Hardrock
Date Drilled	1966	8/80	Unknown	9/71	1972	1980	11/79
Driller	Unknown	Carrell	Unknown	Bannon	Johnson	---	Carrell
Depth (feet)	34	280	100	52	35	10-15	200
Depth Casing (feet)	Unknown	30	Unknown	13	12	---	50
Diameter Casing (inches)	---	7	---	7	42	---	8
Airtest (gpm)	35	45	10	40	---	---	8
Drillers Log Available	No	Yes	No	Yes	Yes	---	Yes
Long-Term Test	No	Yes	No	No	No	Yes	Yes
Status	Abandoned	Active	Active	Abandoned	Unused	Active	Active

Location of wells is shown in Plate 1.

upper part of West Creek, in the Choke Cherry area. In addition, an unsuccessful attempt was made to drill a lateral well (L-2) in this area. Table 2 shows data for wells in the Upper West Creek watershed. In general, yields of these hardrock wells were low, and not adequate for community wells.

Lower Indian Creek Drainage

At least five vertical wells were drilled along the lower part of the Inidan Creek Drainage. Four of these are hardrock wells, whereas the other apparently tapped highly weathered or unconsolidated materials to a depth of about 60 feet. In addition, an infiltration gallery was constructed just upstream of the confluence with West Creek. Table 3 shows data for wells along Indian Creek. The two relatively large yielding wells are also located near the confluence with West Creek.

Long-Term Yields

Air-tests at the time of drilling do not usually indicate the yields of wells under sustained pumping. Experience with wells tapping granitic rocks elsewhere in the Sierra Nevada has indicated that well yields often decline exponentially with pumping time (Schmidt, 1977). A procedure has been developed whereby long-term yields can be estimated based on pump tests of 10 to 15 days duration. This procedure was developed from the results of extensive pump testing of wells near Shaver Lake, northeast of Fresno, at elevations comparable to the project site. On the basis of trends in yield during the pump test,

TABLE 2 - DATA FOR WELLS IN THE UPPER WEST CREEK WATERSHED

Well No.	L-2	No. 4	No. 7	No. 8	Choke Cherry	Choke Cherry
Location (Grid)	A-10	---	F-11	C-10	A-10	A-10
Type	Lateral	Hardrock	Hardrock	Hardrock	Hardrock	Hardrock
Date Drilled	1973	9/71	9/71	9/71	5/72	5/72
Driller	Johnson	Bannon	Bannon	Bannon	Johnson	Johnson
Depth (feet)	---	129	102	128	97	97
Depth Casing (feet)	---	33	49	5	17	7
Diameter Casing (inches)	---	7	7	7	7	7
Airtest (gpm)	---	30	3	5	0.5	7
Drillers Log Available	---	Yes	Yes	Yes	Yes	Yes
Long-Term Test	---	No	No	No	No	No
Status	Not Completed	Abandoned	Abandoned	Abandoned	Abandoned	Unused

Location of wells is shown in Plate 1. The larger yielding well at Choke Cherry was reportedly used for a number of years to supply water for logging operations.

TABLE 3 - DATA FOR WELLS ALONG INDIAN CREEK

Well No.	Old No. 6	New No. 6	Old No. 9	New No. 9	No. 11	No. 2
Location (Grid)	R-26	R-22	R-13	R-25	R-26	R-22
Type	Hardrock	Hardrock	Hardrock	Hardrock	Vertical	Gallery
Date Drilled	9/71	9/80	9/71	9/80	1972	1977
Driller	Bannon	Carrell	Bannon	Carrell	Anderson	---
Depth (feet)	30	200	150	325	57	13
Depth Casing (feet)	3	80	5	80	57	---
Diameter Casing (inches)	7	7	7	7	8 & 12	---
Air Test (gpm)	0	0	2	105	22	---
Drillers Log Available	Yes	Yes	Yes	Yes	No	---
Long-Term Test	No	No	No	No	Yes	Yes
Status	Abandoned	Abandoned	Abandoned	Unused	Unused	Unused

Location of wells is shown in Plate 1.

the yield after 100 days of continuous pumping can be estimated. This period is a reasonable one to approximate water demand in the summer at sites such as Yosemite West. However, a careful procedure has to be followed in order to produce meaningful results. Part of this procedure is to pump the wells with the water level near the lowest water-bearing fracture or the bottom of the well.

Tests ranging from 10 to 11 days in duration have been conducted on the two infiltration galleries, New Well No. 1 and Well No. 5 in the East Creek Drainage, and Well No. 11 near the confluence of West and Indian Creeks. Although the yields after 10 or 11 days have been tabulated, the results had not been previously interpreted. Thus, as part of this study, yields for each well were plotted on a semi-logarithmic graph versus time since pumping began. Figures 2, 3, 4, and 5 are plots for the four pump tests conducted in September 1980 and Figure 6 is a plot for the test conducted in 1972. From these trends, the yield after 100 days of pumping at the maximum rate can be determined (Table 4). Under actual practice, a well should be pumped at a more uniform rate, and such rates are reported as long-term well yields in Table 4. Recovery measurements are not available for the 1980 tests, however more than one day of recovery measurements are available for the 1972 test. Figure 7 is a semi-logarithmic graph of recovery measurements for Well No. 11. Such information can be used to determine aquifer characteristics, knowledge of which is essential in evaluating groundwater conditions.

There are several limitations of the pump tests. Drillers

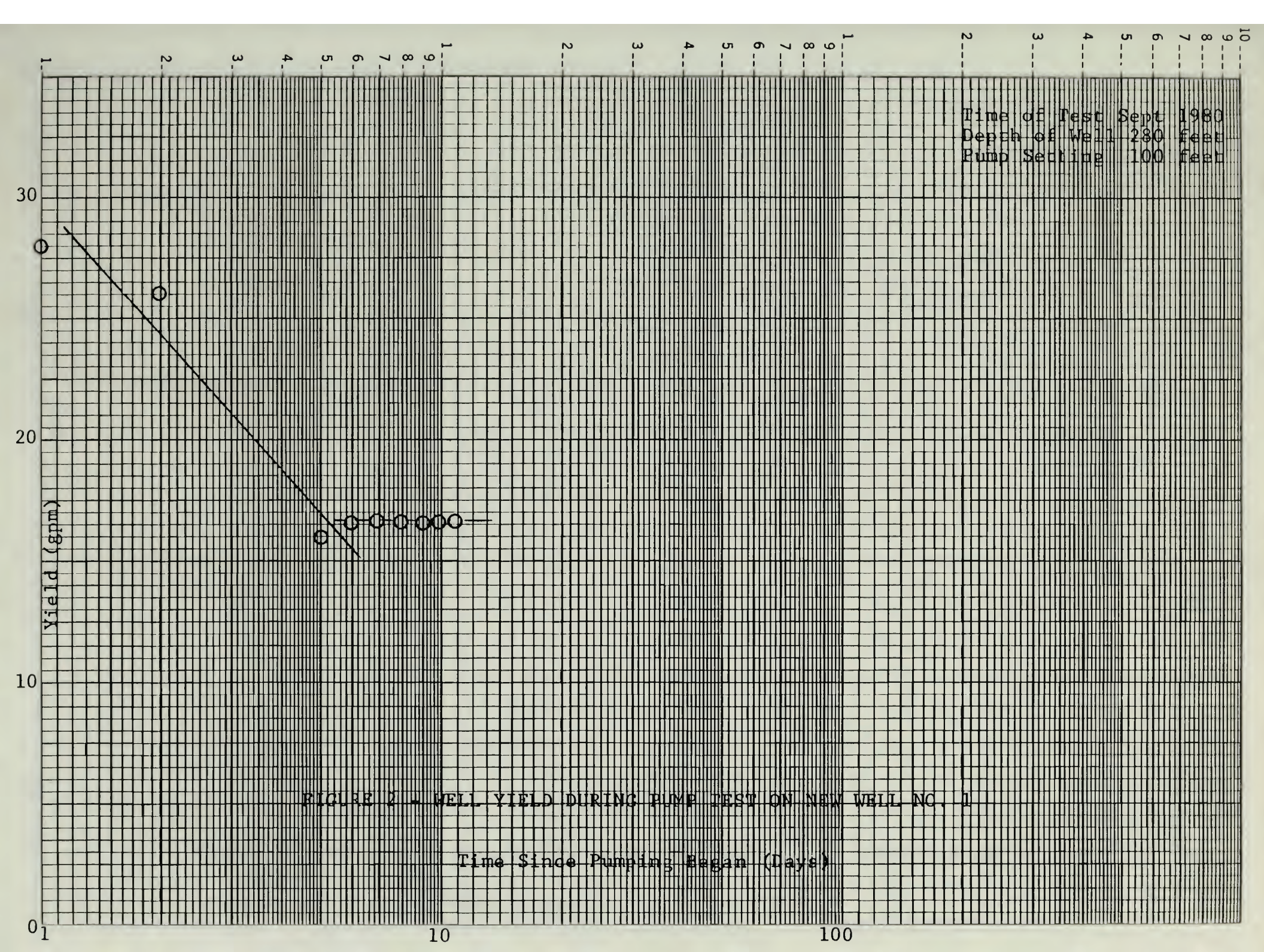


FIGURE 2 - WELL YIELD DURING PUMP TEST ON NEW WELL NO. 1

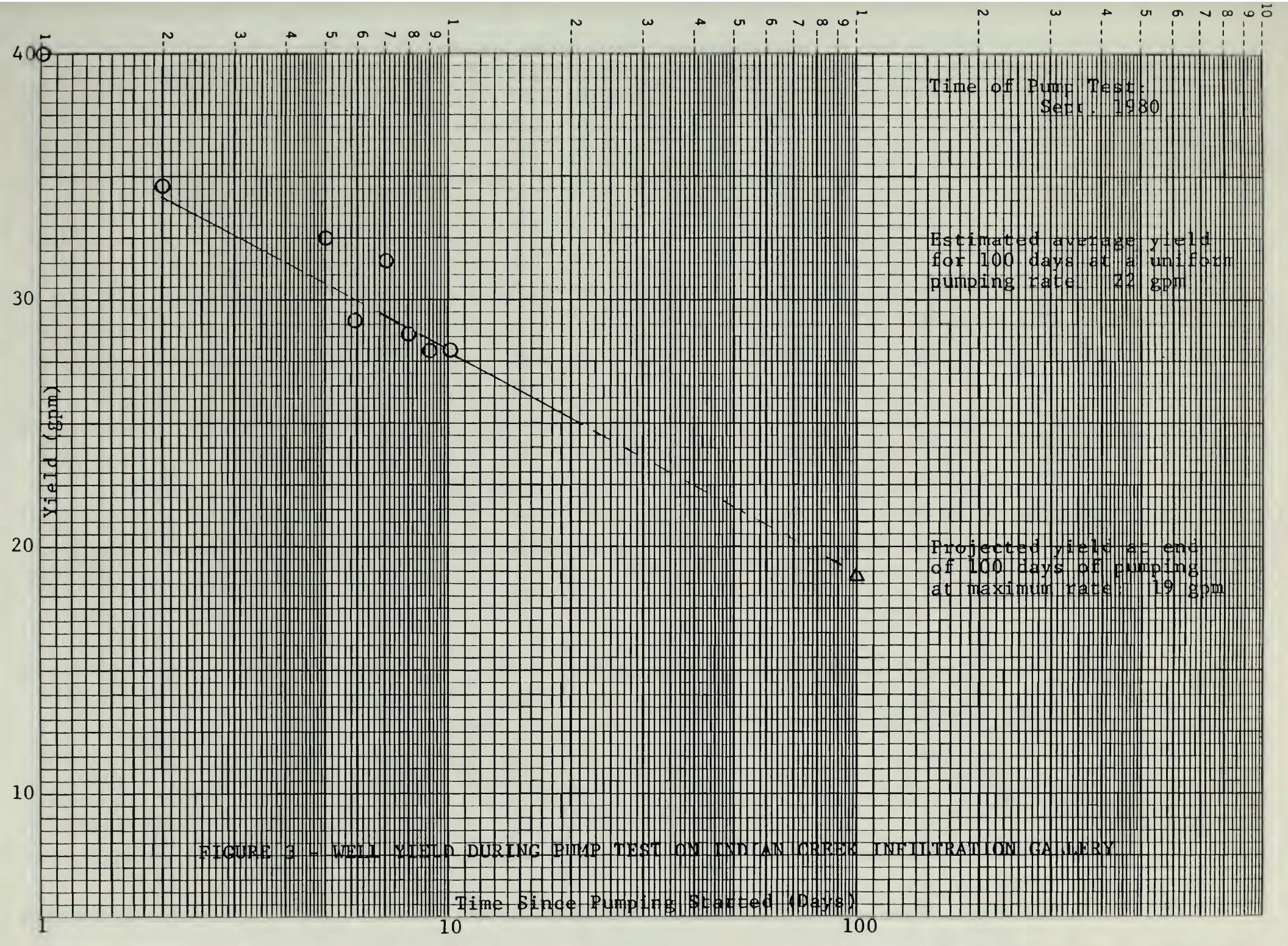


FIGURE 3 - WELL YIELD DURING PUMP TEST ON INDIAN CREEK INFILTRATION GALLERY

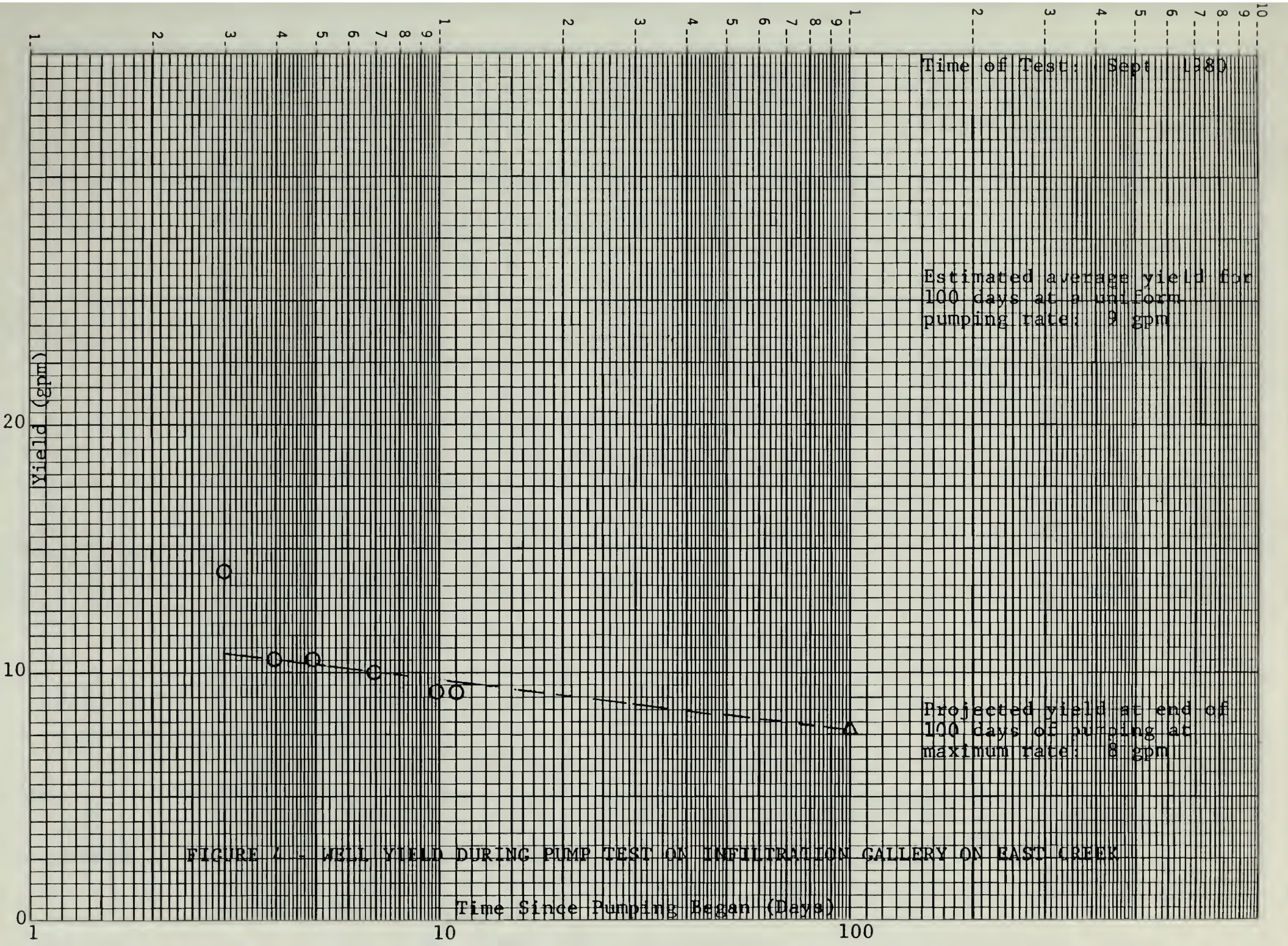


FIGURE 4 - WELL YIELD DURING PUMP TEST ON INFILTRATION GALLERY ON EAST CREEK

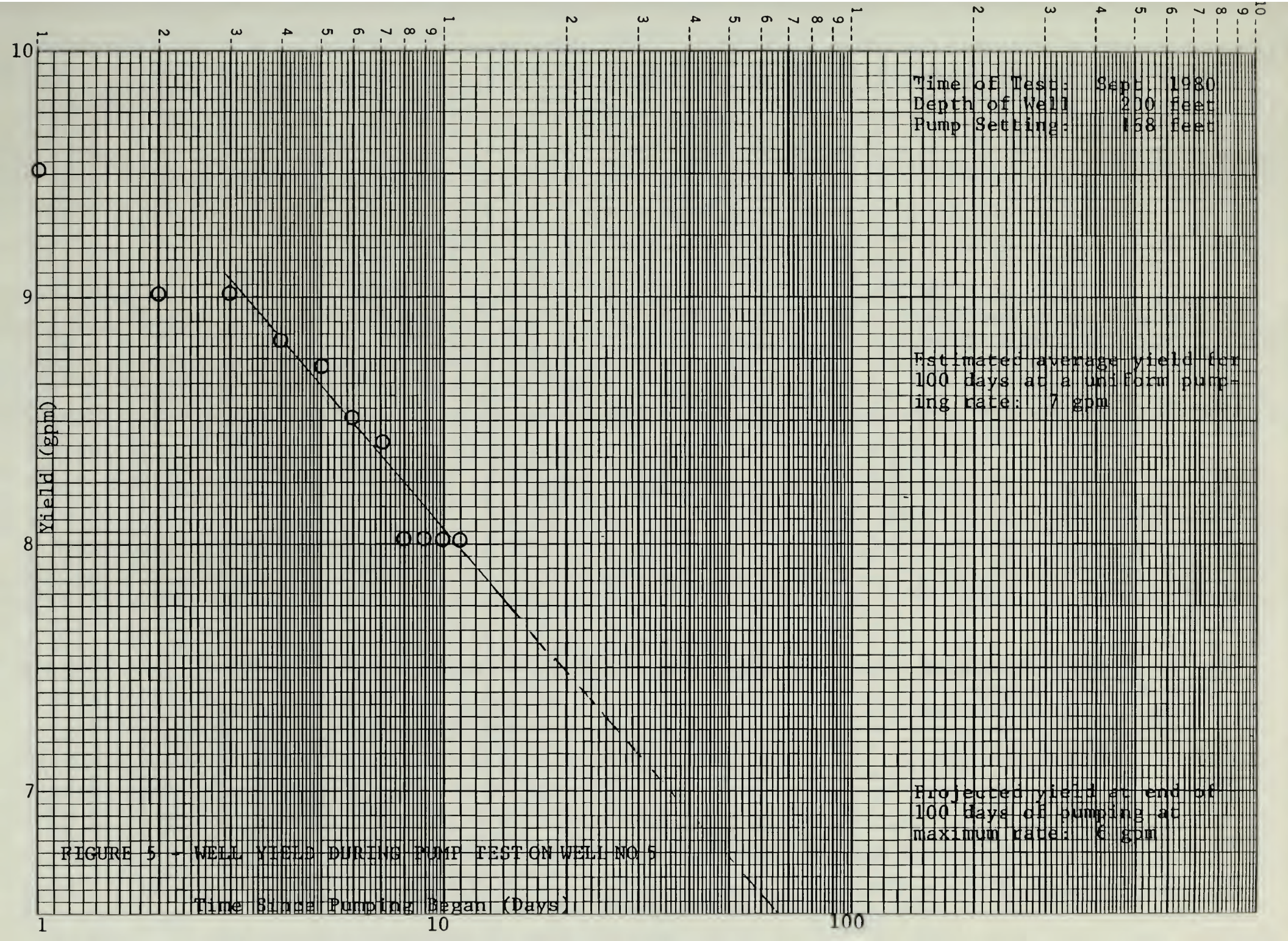


FIGURE 5 - WELL YIELD DURING PUMP TEST ON WELL NO 5

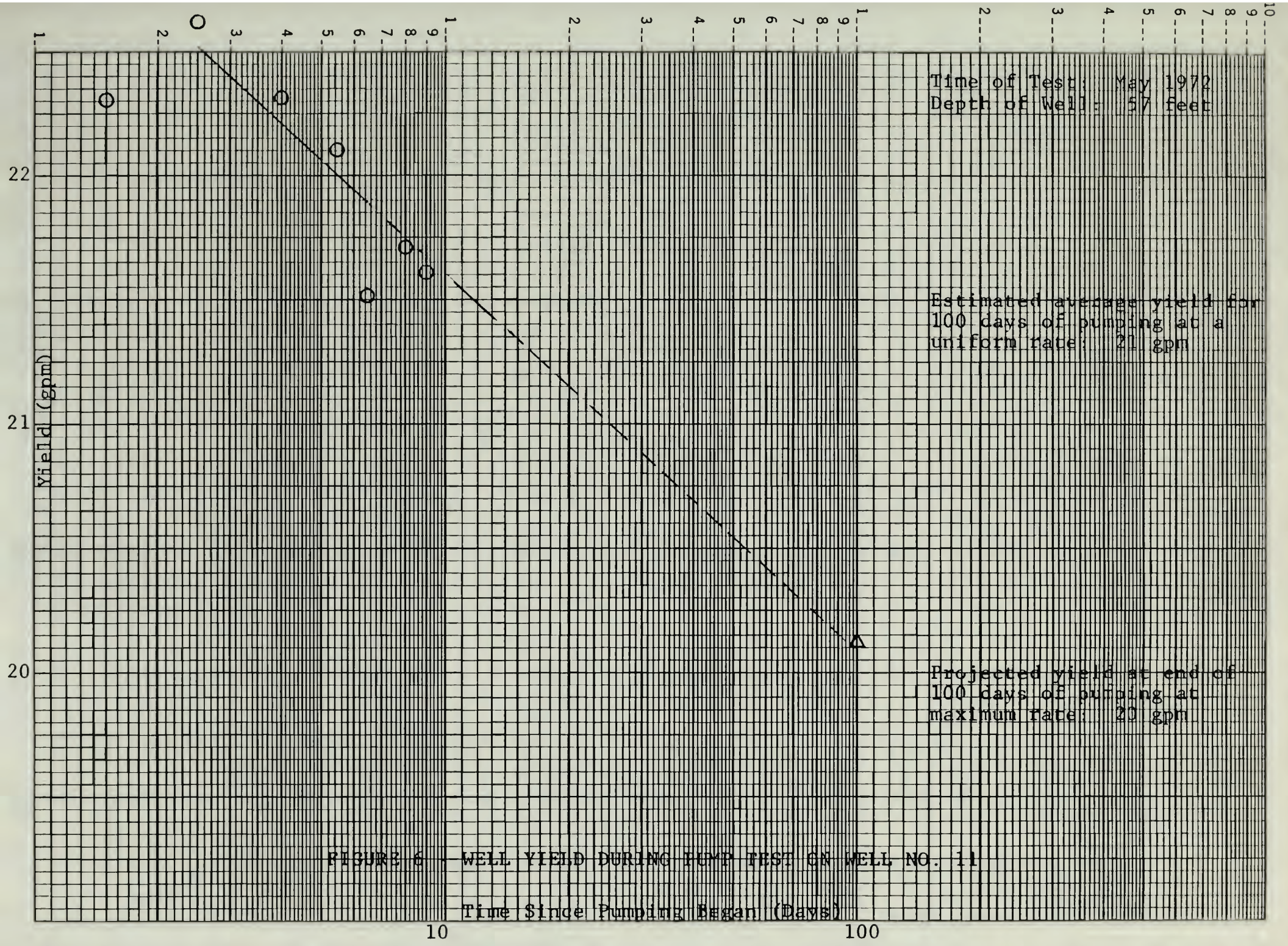


FIGURE 6 - WELL YIELD DURING PUMP TEST ON WELL NO. 11

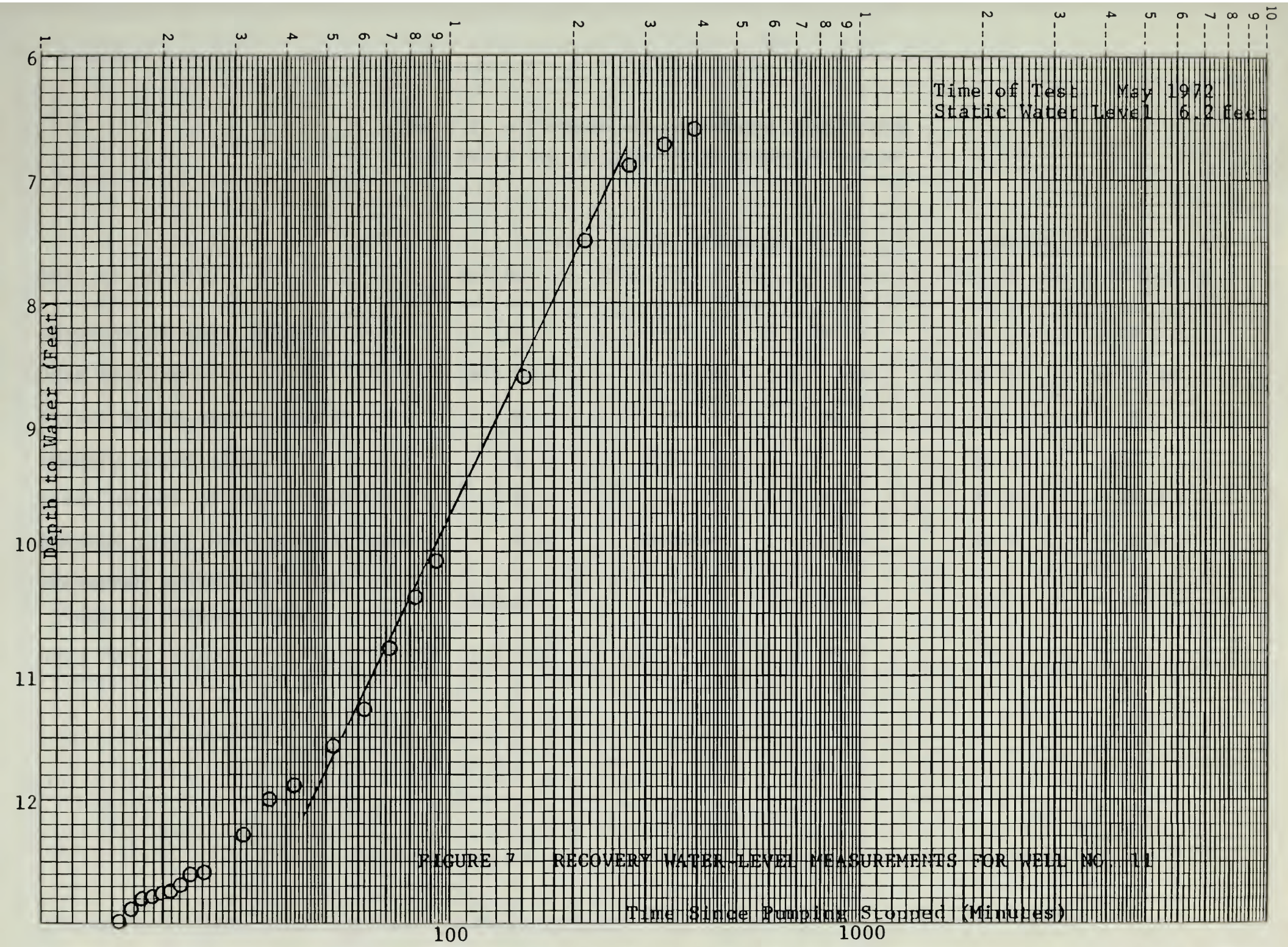


FIGURE 7 RECOVERY WATER-LEVEL MEASUREMENTS FOR WELL NO. 11

TABLE 4 - SUMMARY OF LONG-TERM PUMP TESTS
FOR WELLS AND GALLERIES AT YOSEMITE WEST

	East Creek Drainage			Indian Creek	
Well or Gallery	New No. 1	Well No. 5	No. 4 (Gallery)	No. 11	No. 2 (Gallery)
Duration of Test (days)	11	11	11	10	10
Date Started	9/11/80	9/11/80	9/11/80	5/14/72	9/12/80
Static Water Level (feet)	30	45	5	6	5
Pumping Level (feet)	50	145	15	40	11
Yield at End of Test (gpm)	16.5	7.7	9.0	20.6	27.8
Average Yield During Test (gpm)	15.2	Unknown	11.0	22.2	32.6
Projected Yield After 100 Days of Pumping (gpm)	Unknown	6	8	20	19
Long-Term Yield	Unknown	7	9	21	22

logs for wells at the site usually do not contain sufficient information on depths and yields of water-bearing fractures to allow a proper pump testing procedure to be established. The tests were not supervised by a hydrogeologist utilizing the standard procedures developed in Fresno County for such tests. The methodology of the tests has not been formally documented, including the following:

1) Accuracy of flow meters used to measure well yields.
2) Method and accuracy of devices used to measure depth to water.
3) Disposition of the pumped water.
4) Chemical and bacteriological analyses of pumped water.
5) Antecedent water level trends prior to pumpage.

In addition, no recovery measurements were made for 1980 tests, and these are absolutely necessary in order to determine aquifer characteristics and to evaluate long-term yields. The pump test procedure developed in Fresno County is based on drawing down the water level below the lowest major water-bearing fracture or near the bottom of the well, and trends in well yield are observed over the pumping period. The test for New Well No. 1 was not conducted in such a manner, and thus the long-term yield cannot be determined from the test.

Although groundwater was produced in the past from Old Well No. 1 and the lateral well in the meadow along East Creek, later wells were drilled in close proximity to these wells. According to operators of the Yosemite West System, the pumping of new deeper wells has reduced the yields of the shallow wells to such an extent that the shallower wells can no longer be effectively used. Thus, no separate yields are given in this report for the older shallower wells. Pump tests indicate that Wells No. 4 and 5 can produce 16 gpm on the long-term, whereas

the long-term yield of New Well No. 1 is probably between 5 and 20 gpm. The long-term yield of No. 2 has not been determined by pump testing, however, it apparently was capable of producing about 1 to 2 gpm in the late summer of 1980 and 1981.

As for other wells that may provide water on the long-term at Yosemite West, pump tests indicate that the infiltration gallery at Indian Creek can product 22 gpm and Well No. 11 was capable of 22 gpm in 1972. If Well No. 11 can be rehabilitated, it may still produce 22 gpm on the long-term. In addition, the hardrock well drilled near the confluence of West Creek and Indian Creek has yet to be tested, but has considerable potential for water production. However, this well is in close proximity to Well No. 11, and thus should be tested simultaneously with Well No. 11 if they are both proposed for use.

Chemical Quality

Table 5 contains the results of chemical analyses of water from two wells in 1972 and from the water supply system in June 1980. Manganese contents apparently exceeded the drinking water limit of 0.05 mg/l in water from Old Well No. 1 in 1972. This well was subsequently abandoned. Well water at Yosemite West is generally believed to be of excellent chemical quality at present.

Potential Recharge

Although pump tests provide an indication of how much water can be pumped from wells seasonally, the pumped water must be

TABLE 5 - CHEMICAL QUALITY OF WELL WATER
AT YOSEMITE WEST

Constituent (mg/l)	Old Well No. 1	Well No. 11	System
Calcium	3	5	3
Magnesium	<1	1	<1
Sodium	8	3	2
Carbonate	<1	0	<1
Bicarbonate	21	37	16
Sulfate	2	1	5
Chloride	4	4	<1
Nitrate	<1	<1	6
Iron	<0.01	0.02	<0.05
Manganese	0.2	0.02	<0.01
pH	7.4	6.8	7.6
Electrical Conductivity (micromhos/cm @ 180°C)	--	--	30
Total Dissolved Solids	37	41	18
Date	1972	1972	6/28/80
Lab	BSK	BSK	Cal Water Labs

replaced by recharge each winter in order to insure a long-term supply. Potential recharge is related to tributary watersheds above the well sites, because precipitation is the ultimate source of recharge. The area at the project site with the most potential recharge is near the confluence of West and Indian Creeks. An estimated 2,300 acres of tributary watershed lie above this location. Based on experience elsewhere in the Sierra Nevada in similar terrain, up to 1,000 acre-feet per year of water could be available for recharge. The limiting factor in groundwater development in this area is to construct wells of adequate yield to tap this recharge.

The area with the second most potential recharge is along Indian Creek upstream of West Creek, where an estimated 1,470 acres of tributary watershed are present. The area with the third most potential recharge is along the confluence of the two tributaries of West Creek, south of Indian Creek, where an estimated 830 acres of tributary watershed are present. The area with the fourth most potential recharge is in the upper part of the West Creek drainage, where 240 acres of tributary watershed are present. The area with the least potential recharge is the East Creek drainage, where less than 80 acres of tributary watershed are present.

Potential for Additional Development

Because of its small size and tributary watershed, the meadow area along East Creek is considered to be fully developed by the existing wells. However, additional groundwater may be

developed downstream of the infiltration gallery. It may be possible to develop an additional 20 to 30 gpm in this area. Only a few wells have been drilled in the West Creek watershed. Present information indicates that there is considerable potential to develop groundwater along West Creek, both near the confluence with Indian Creek and at an intermediate level between the upper part of the project site and the confluence. It may be possible to develop from 50 to 100 gpm in the upper West Creek watershed. Substantial potential to develop groundwater is present along the lower part of West Creek and along Indian Creek. Several hundred gpm or more could possibly be developed in this area. Substantial potential for development of radial wells may exist in this vicinity. The easterly part of Indian Creek at the project site should be carefully explored. No wells have been drilled in this area, which is at a relatively high elevation. A relatively large watershed is present above this area.

Recommendations

A test drilling program should be conducted in parts of the project site. There are three primary areas at moderate elevations where additional groundwater may be developed

1) Lower part of the East Creek drainage
2) Upper part of the West Creek drainage
3) Eastern part of Indian Creek

The most suitable location for development of groundwater from the hydrogeologic standpoint is near the confluence of West and Indian Creeks. However, before additional exploration is done

in this area, the existing hardrock well should be pump tested according to proper procedures. If the long-term yield of New Well No. 1 and Well No. 2 in the meadow area are desired to be known, then all of the three active wells in the vicinity should be re-tested simultaneously, following proper procedures. Test drilling should concentrate on areas near stream channels, and areas of high topography should be avoided. Depths of the test holes should be flexible, but a general guideline is about 300 to 400 feet near the confluence of West and Indian Creeks and about 200 feet in the areas of moderate elevation.

REFERENCES

Phariss, E.I., and M.C. Simons, 1973, "Water Resources Evaluation, Yosemite West Development, Mariposa County, California", 58 p.

Schmidt, K.D., 1977, "Hydrologic Monitoring Program at Fresno County Waterworks District 41 near Shaver Lake", report prepared for Fresno County Department of Public Works, 49 p.

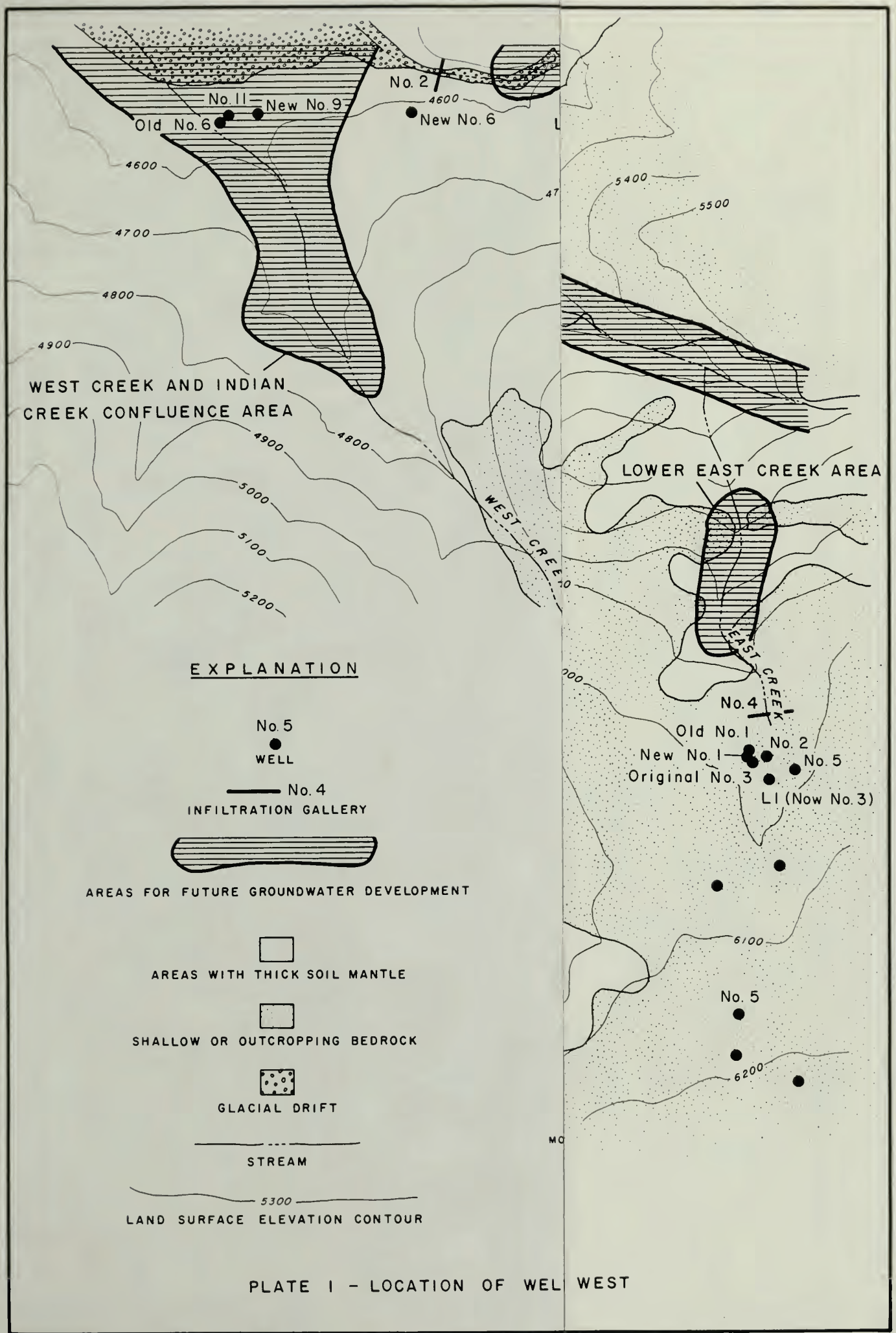


PLATE 1 - LOCATION OF WEL WEST

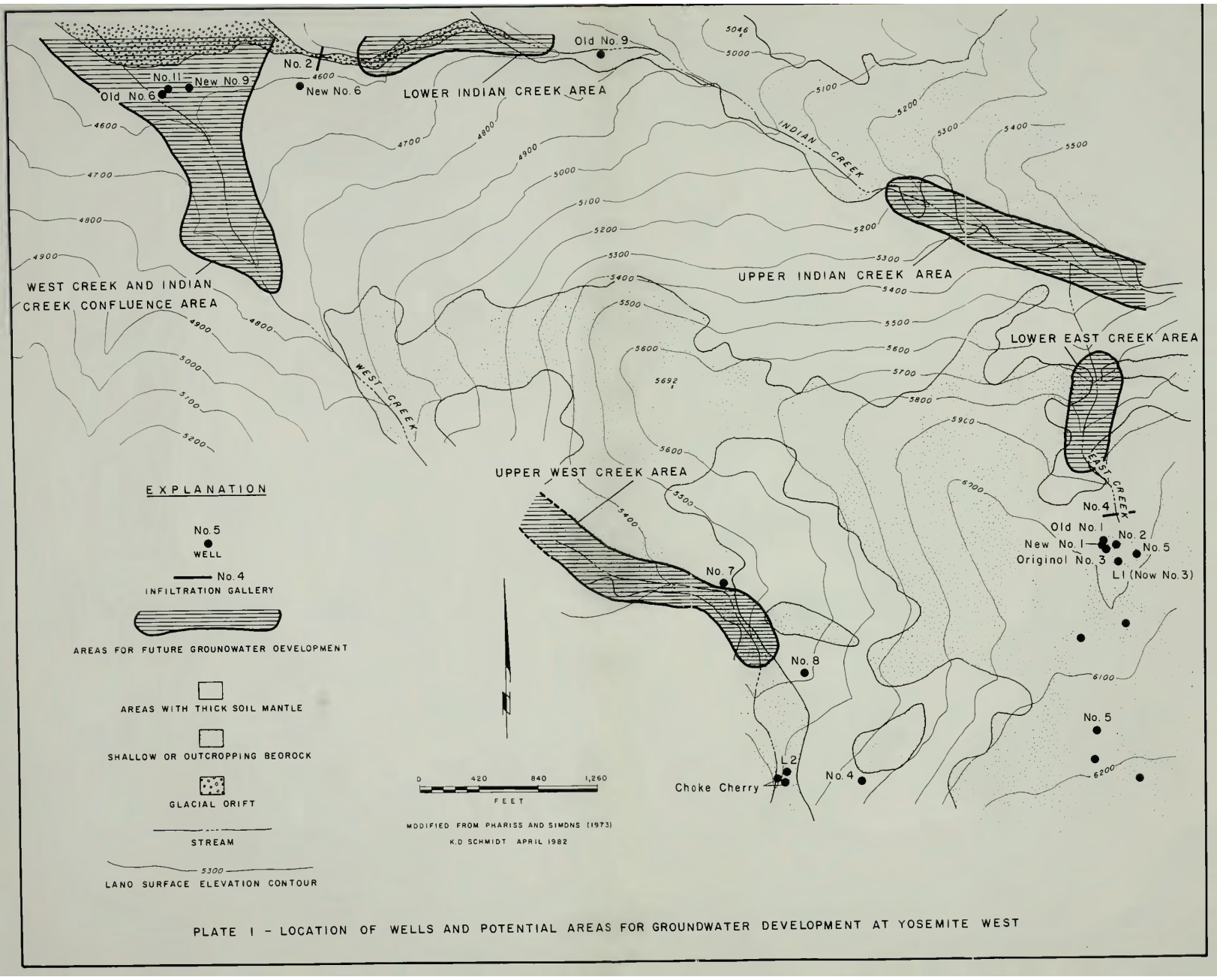


PLATE I - LOCATION OF WELLS AND POTENTIAL AREAS FOR GROUNDWATER DEVELOPMENT AT YOSEMITE WEST

Sarah Hughes

From: Jed Ike <jed.ike@gmail.com>
Sent: Monday, September 11, 2023 5:55 PM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from jed.ike@gmail.com. Learn why this is important

Dear Planning Director and Commission Members,

My name is Jedediah Ike and I have a home on Azalea Ln in Yosemite West. I am writing in regards to the proposed rezoning of APN 006-150-003 to mixed-use light-business along with the application under consideration.

I urge you to postpone or reject the Mitigated Negative Declaration. I am especially concerned about whether the following topics are adequately considered, and believe they should be studied in an EIR.

- Maintaining open emergency evacuation routes from Henness Circle properties. A significant business complex along our only escape route has safety implications for the community.
- Impact to Henness Circle traffic, congestion, and character from the addition of business activities to Henness Ridge Drive.
- Safety along Henness Ridge Drive in winter. The road (hill/turn) in front of APN 006-150-003 is often icy in winter. Adding significant traffic entering and exiting the road there needs to be studied and considered.
- Water supply impact of a large scale septic and leach field as proposed.

Additionally, the proposal as it is currently remains vague about potential further uses. Once approved the door is open and the ability to respond to impact is closed. While I might personally benefit if the applicant added a market (sure would be nice to not have to drive to Wawona for eggs) all uses should be put forward prior to the rezoning and MDN being considered.

Thank you for your time and consideration of these concerns.

Sincerely,
Jedediah Ike

Ted Ducker September 6, 2023 at 8:47 AM

Scenic Wonders plans in Yosemite West

To: sengler@mariposacounty.org Cc: & 2 more Details

Hello,

My name is Ted Ducker. I've seen the plans submitted to the county by Ken LeBlanc from Scenic Wonders and want to express my support. The buildings and infrastructure in his proposal provide benefits to the forest, park and community with an emergency firefighting water supply, modern clean and efficient laundry facilities, affordable housing for support staff, and reduced road traffic.

My family owns a Yosemite West condominium managed by Ken and a place in Yosemite West. We have been coming to Yosemite for about a century, since my grandparents regularly brought my father and uncle to the park in the 1920s. I lived much of my life in the Sierra Nevada mountain range. We all feel a strong connection to the park, the people, and the surrounding area, and know that Mr. Leblanc does as well. We would like to see him succeed in his plan to bring these improvements to Yosemite West.

Thank you,
Ted Ducker
503-860-8953
teducker@yahoo.com

Steve Engfer

From: Debra K <duk@sti.net>
Sent: Wednesday, September 6, 2023 4:56 PM
To: Steve Engfer
Cc: Carol Suggs
Subject: Scenic Wonders Project Comments
Attachments: Comments GPZA 2020-096 I SPRA 2023-064.docx

You don't often get email from duk@sti.net. Learn why this is important

<<...>>

Please see attached!

Thank you,

Debra

TO Mariposa County Planning Commission
Steve Engfer, Planning Director

RE Scenic Wonders Project, Yosemite West

Land was zoned RR 2 ½ with zoning regulations in place with adoption of Title XVII in 1985. Property was purchased by owner with that zoning. The proposed project is a major change from RR 2 ½ zone.

Mitigated Negative-Impact Declaration is incorrect in stating there will be no significant impact to traffic, noise, congestion, crowding, environment, or community character in Yosemite West.

- Additional traffic *will* be generated, as Yosemite West residences (currently occupied by the 32 employees identified as now living at Yosemite West) will have some type of *new* occupancy – and all of those occupants' traffic generation will be additional traffic.
- Driveways for Structure 3 (adjacent to condo parking lot) are located on a bad curve for visibility; that curve is already hazardous, without any usage.
- CalFire requires 24-ft-wide *driveways* with turnouts when serving four parcels; this project is access by one 22-ft-wide paved road with ***no*** turnouts and is the **only exit** in case of emergency for **93 parcels** located above this project; the road from the project to Henness Ridge Road will be serving **110 parcels**, with no turnouts and just 22-ft-width.
- Henness Circle from its junction with Henness Ridge Road past this project and the condos to the circle itself is known in winter for ice build-up on the roads (can be 2 inches thick) and quite slick in spots. If vehicles do not maintain sufficient speed, they can lose ability to move forward; they can also slide into snowbanks on the sides. In winter, this road is not always 22-ft-wide, as plows usually do not clear full width.
- At the condos, it currently can be just as quiet during the day as when on a forest trail with no others around. Having employee housing and assignments at this project leads to outdoor noise, including conversations, music, etc.
- Because of the topography, these buildings will be quite visible driving up Henness Circle and thus impressing a sense of congestion/crowding/development upon one's vision. The condominiums have escaped having that effect due to being located well back from the street and with a significant amount of natural vegetation and hillside on the north side of the buildings. This project will eliminate that view of nature from Henness Circle. It thus has more impact than the two larger condo buildings.
- A sense of crowding can also occur; the people housed in these units will have small dwellings – 528 sq ft for a one-bedroom and 864 sq ft for a two-bedroom, with a combined living room/kitchen/dining only 9 ½ feet wide and 23 feet long. There are no balconies for these units. Being outdoors will be essential for them to have a sense of space; I did not note any recreational space (picnic tables, patios, trails) for their use on the site map.
- Graywater site on Henness Ridge Road (across from County Maintenance Yard) is at a higher elevation than the property immediately across the road from it. It is well-known at Yosemite West that melting snow (and especially combined with spring rains) will saturate the soil such

that leach lines can overflow – and in this case, would overflow onto the main road at Yosemite West.

- Additionally, the area just east of the County Maintenance Yard is a known meadow and wet area; it formerly housed the original wells at Yosemite West, which first produced in the range of 30 gpm. However, the production of these wells would diminish annually as summer progressed and be at their lowest in autumn. Since these are located 'downstream' of the proposed project's wells, I am concerned the project wells may experience a similar fate.
- Clustering always intensifies usage, rather than when spread out. A concentration of employee housing thus impacts the character of Yosemite West. Am familiar with employee housing consequences in Yosemite Valley; the more condensed the situation, the more potential issues – and lack of entertainment options at Yosemite West increase the risks for substance abuse and addiction.

General Plan/Zoning Amendment Application No. 2020-096 is a **major change** to the Yosemite West community and should have been noticed to ***all*** property owners at Yosemite West (not just those in required proximity to the project). This truly changes the area's character – and more so, if it will be applied to additional parcels in the area. *Each* project needs full evaluation – but the proposed creation of an entirely new zoning category of **Yosemite West Mixed-Use Zone** is something that should have full community participation.

- The fact that there is an entity with 46 employees at Yosemite West in itself seems a contradiction for use of the term "Home Enterprise":

17.108.070 Home Enterprises

Home enterprises on a parcel of land shall be considered as a permitted use in the RR, MH, MT, MG, GF, MP, and AE land use classifications, subject to the following:

1. On site sales shall be limited to the sale of products fabricated or produced on site or merchandise that is sold as a secondary enterprise and is related to the primary enterprise;
2. The on-site use has no more than one (1) employee per acre up to twenty (20) employees. The use shall be operated by the owner of the business who shall reside on the property on a permanent basis;
3. The use and its principal activities are conducted primarily within structures or dwellings;
    1. No outdoor storage and no more than ten percent (10%) of the total business activity is conducted outside;
    2. The exterior use and any supporting activities or facilities are located at least fifty (50) feet from all external property lines, streets, roads, or other public right-of-ways;
4. Bed and breakfast and residential transient rental establishments, as regulated by Section 17.108.180 of this title.
5. "Business owner" shall mean a person who controls a fifty percent (50%) or more ownership in the business or corporation operating said business, or if no one party controls fifty percent (50%) or more of the business, the person who controls the greatest percentage of ownership in the business or corporation operating said business.
6. "Property" shall mean that property which is contiguous to and under the same ownership as the parcel on which the business is located. If a portion of the property is sold or transferred, the home enterprise/rural home industry shall comply with these standards upon and after transfer of the property.

HISTORY

Adopted by Ord. 704 Sec. 1 on 3/8/1988
Amended by Ord. 879 Sec. 1 and 2 on 11/1/1994

https://mariposa.municipalcodeonline.com/book?type=ordinances#name=17.108.070_Home_Enterprises

- Mariposa County has previously worked hard to maximize community input and involvement with proposed types of zoning, including but not limited to initial adoption of Title XVII, development of the Resort Commercial Zone, and Planning Advisory Committees in various communities. I would expect the same outreach prior to creation of a Yosemite West Mixed-Use Zone.

Site Plan Review Application No. 2023-064 should be held in abeyance until community has full opportunity to review, discuss, and provide additional input on the proposed **new zone.** It is pointless to review the site plan before the creation of a new zone has been properly heard, reviewed, and *all* members of the Yosemite West community have an opportunity to provide their input.

- It is, however, important to note that the current plan shows an intrusion into the 'parking easement' of the condos with placement of a portion of the driveway to Building 3 and snow storage area. That easement allows Yosemite West Condominiums the right to use of the easement area for ingress/egress, parking purposes, and the maintenance thereof; these encroachments into that easement restrict the Condos from future use of the full granted easement area.
- Additionally, snow was piled more than 30 feet high in that area; it is essential for the Condos to have complete access to their easement.

Some additional items needing to be addressed:

- The only "shelter in place" location at Yosemite West in case of a sudden fire currently is the condo parking lot, which is a large paved area with minimal structures present. That changes, once Phase II of this project goes forward.

- The shortest time for a fire engine to arrive is approximately 25 minutes – and longer for a water truck (heavier vehicles take longer to get up 'the hill' from Wawona). Should a fire occur in one of the proposed units (and **no one wants that to happen**), both of the condo buildings could be engulfed before fire fighting equipment was on site. Once those buildings ignite, chance of spread to the tall trees to the south increases – and the entire 'upper circle' is in peril.

- There is no satisfactory evacuation route from this project, the 48 condo units, or the 'upper circle' (which consists of 45 properties, some of which are duplexes and others are single-family homes), other than Henness Circle. As noted above, it is only 22 feet wide.

- Henness Circle, Henness Ridge Road (from its junction with Henness Circle to homes at Yosemite West), and other roads within Yosemite West Unit #1 are part of Yosemite West Maintenance District. I did not note any indication that as part of either Phase I or Phase II there would be any contribution to the original development cost, ongoing maintenance, or future maintenance of these roads by a property outside the District.

- A possible solution would be to have the project responsible for the cost of widening Henness Circle from its junction with Henness Ridge Road to just south of the condos parking lot, including turnouts as prescribed by CalFire for driveways serving four or more parcels. After that, an annual contribution to the road maintenance (which includes not just maintaining the pavement but also snow clearing in winter) should be assessed, perhaps based on a similar fee to lot owners for every 80 feet of frontage (as most lots range between 60 and 100 feet of frontage).

- Providing Park employee housing on the 32-acre parcel, well-screened from road view – and easily achieved by having buildings located towards the center of that parcel, is an entirely different subject and is not part of this discussion.

- While a 'more open' landscape may allow more sun to increase snow melt, first you have to have the sun. In the winter, the sun sits low enough on the horizon that the Condos shade the area north of them; this effect is exaggerated by the downward slope of this project. Even in the 'sunniest' areas of Yosemite West, roads which have any amount of shade on the south side are icy during December and January, and depending upon the winter, even into February. "Icy" does not mean a glaze; it means up to two inches deep of ice, resulting from packed snow on the roads, melting, and then refreezing.

- This project is at 6000 ft elevation; historical averages (per Accuweather) are:
  December 27-28 low, 45-47 high
  January 27-29 low, 45-50 high
  February 29-32 low, 49-54 high

  It is typical to have winter at Yosemite West anywhere from five to seven months ("winter" meaning snow). February and March have often been the months of greatest snowfall. Thus the concerns regarding snow and ice on 'the hill' from Henness Ridge Road up Henness Circle to the condos and then to the actual circle itself.

One can see the applicants have gone to significant effort and expense in preparing these documents. Unfortunately, the research often was conducted in the wrong season for full information about conditions at Yosemite West. It also is premature to consider the Site Plan at this point. The proposed new zone needs to be fully-vetted by the community as a whole.

There is much to discuss; have tried to keep my points as brief as possible. Thank you for taking the time to review these comments.

Sincerely,
Debra Kroon
Property Owner, Yosemite West
Broker-Officer, Yosemite West Real Estate, Inc.
Member, Yosemite West District Advisory Committee
Board Member, Yosemite West Owners Association, 2007-2023
September 6, 2023

Steve Engfer

From: Yosemite Westbert <yosemitewestbert@yahoo.com>
Sent: Wednesday, September 6, 2023 4:12 PM
To: Steve Engfer
Subject: Le Blanc app#2020-096 app# 2023-064

You don't often get email from yosemitewestbert@yahoo.com. Learn why this is important

Bait and Switch.

I've been around the county for a long time, and have seen this story play out before.

With the creation of a new zoneing in and or next to Yosemite West, along the road that all property owners travel over. A project and new zoneing that may affect each and every land owner, and condo owner of Yosemite West, I feel that ALL owners of the Yosemite West should have been notified. Why only interested people and owners within 600 feet?

This project is being sold to selected Yosemite West Community owners and County folks as a project that will;

Save 12,068 car trips in the neighborhood.
How many of these trips will be added on other roads leading to this complex?

Will provide employee housing in about 15 units for 32 Employees.
Provides Mariposa County important low income housing numbers.

Because this is what is documented in this official notice dated Auguest 10. 2023 for the community to comment on, and because Mariposa County needs low income housing. I believe that it would only be right to keep this project with in the guide lines as proposed, as they are currently presented.

Therefore I feel it would be RIGHT and CORRECT to have NO TOT certificates issued for a time period of 10 years after the certificate of occupancy is issued by the Mariposa County Building Deptartment for each building. before the building can be converted to rental. This will clear any future intended confusion of the property use.

Other issues include but are not limited to,

Dumpsters
Is there enough room for the trash truck to dump each dumptster without putting them in the road and blocking more than a lane of traffic? As what now happens with Scenic Wonders trash on the corner of Yosemite Park Way and Choke Cherry Lane. The road gets very narrow when trying to pass 4 dumpsters and a garbage truck in the road. Are 5 dumpsters common under Home Enterprize?
The driveway listed on the map as #4 is in a turn of the road, that many guests have a hard time getting past due to the winter ice. This corner, and the hill at the bottom of Henness Circle are the two hardest places for guests when they arrive in the Condominium area of Yosemite West. Morning finds winter guests departing from the condos, as they drive down the hill, some guests hit the brakes and spin 180 degrees, go sideways, or nose into the snowbanks. Just wait until Scenic Wonders service trucks, maids and the trash trucks are servicing the dumpsters on the corner with ice. I bet the Guests eyes will be huge when they can't stop.

The traffic will increase as all employees are dispatched and return from the residential area to the proposed Head Quarters near the intersection of Henness Ridge Road and Henness Circle. Does this have a number of trips assigned to it? If this area can save 12,068 trips, how many trips will be to this complex?

As an added feature, a leach field will be placed by the roadway of Henness Ridge Road, near the mailboxes, and maintence yard. This location is just above a seasonal creek marsh. The leach field near the condos is in an area that is wet in the winter and spring months. Will there be smells and spills?

I will repeat my main point once again so it doesn't get lost.

The project needs to be held to what is currently presented. A Project that has been presented as employee housing only. This was not presented as a Hotel, nor a Motel. It is not presented as Bed and Breakfasts, home rentals or motel or hotel rooms.

Although you listed the **BAIT**..... (you'll love it,..... nothing to see here!!)

But here comes the **SWITCH** on the on the bottom of the Auguest 10 2023 Notice of Public Hearing.

"(Note: It is likely that single faimily residences and secondary residences as well as vacation rental and bed and breakfast uses will be added as permited uses in the final version of the new mixed-use zoning text that will be considered for adoption.")

Yes, currently it is NOT presented as a Hotel or home rentals, but in the next draft it may just be a hotel complex. With extra tourest traffic, and very limited or no employee housing as promised, **Why else would you have a circle driveway, with a drive thru porte cochere on a 5,500 square foot house with 6 bedrooms and 7 bathrooms,.... used for employee maids units?** yea right.

If this complex is for nightly rentals, this public hearing is an exercise in waste, because accurate, truthful, and honest information as to the use of the property was not provided to the public to comment on. Nor was it presnted to all the owners of Yosemite West that will be affected. **It appears that the switch is already planned**. the current parking design, and traffic should be studied. Many of the Residents and Owners comments will change due to the differences in low income housing vs a Hotel style rental complex.

Robert Kroon
Mariposa County Resident since 1972

Virus-free.www.avg.com

COMMENT 87. John Mock Comment 2-
(First Comment is No. 81. of this attachment).

Steve Engfer

From: John Mock <jmock@ucsc.edu>
Sent: Monday, October 2, 2023 7:38 PM
To: Steve Engfer
Cc: Skip Strathearn
Subject: Fwd: Yosemite West Mixed-Use Zone Amendment Application

Dear Mariposa County Planning Commission:

I do not find my comments of September 5 (below), which you acknowledged, included in the comments and staff response in the agenda packet to the Planning Commission and Board of Supervisors.

The overwhelming volume of material (535 pages) now distributed, is both incomplete and impossible for an individual to digest and respond to in the short amount of time provided from receipt on October 1 until the Hearing on October 6.

I respectfully request that you slow down, complete a full packet, and provide adequate time for the property owners in Yosemite West and all other interested parties to consider and respond.

I request, on the behalf of all such parties, a continuation of the hearing for at least 30 additional days.

Respectfully,

John Mock, Ph.D.

---------- Forwarded message ----------
From: Steve Engfer <sengfer@mariposacounty.org>
Date: Tue, 5 Sep 2023 22:00:22 +0000
Subject: RE: Yosemite West Mixed-Use Zone Amendment Application
To: John Mock <jmock@ucsc.edu>
Cc: Skip Strathearn <sstrathearn@mariposacounty.org>

Hello,

We have received your comments and will include the comments and staff response in the agenda packet to the Planning Commission and Board of Supervisors.

Thank you.

Steve Engfer
Planning Director, Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street Mariposa CA • 95338
(209) 742-1250 • Fax (209) 742-5024
sengfer@mariposacounty.org

www.mariposacounty.org/planning

-----Original Message-----

From: John Mock <jmock@ucsc.edu>
Sent: Tuesday, September 5, 2023 2:03 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Subject: Yosemite West Mixed-Use Zone Amendment Application

I am opposed to the creation of a new zone called Yosemite West Mixed-Use Zone. As stated on page 5 of the CEQA Initial Study for General Plan/Zoning Amendment Application No. 2020-096/Site Plan Review Application No. 2023-064, "The project proposes the creation of the “Yosemite West Mixed- Use Zone” with a General Plan designation of Special Plan area, specific to the subject 6.22-acre parcel. The Yosemite West Mixed-Use Zone is proposed in order to accommodate the dual uses of Multi-Family Residential and Light Commercial activities to serve the existing vacation rental businesses in Yosemite West."

Changing zoning designation to allow more structures and uses than permitted under current zoning provides the applicant with benefits that are not available to other property owners in the Yosemite West Special Plan area. As such, it can be considered Spot Zoning.

The applicant is currently the only existing vacation rental business operating within Yosemite West. Other vacation rental businesses serving Yosemite West operate outside Yosemite West.

The creation of a new zone permits more intensive activities, both residential and commercial, within the YW Special Plan Area and becomes the obvious zoning designation for other properties that wish to benefit from a more permissive zoning designation. This could include the 15 acre parcel and the 31 acre parcel mentioned in the application, as well as other parcels within the Yosemite West Subdivision and parcels adjacent to but outside the subdivision which use subdivision roads. The potential is for a mix of uses that would destroy the essential rural mountain character of Yosemite West.

The CEQA Study, on page 2, notes "It is likely that single family residences and secondary residences as well as vacation rental and bed and breakfast uses will be added as permitted uses in the final version of the new mixed-use zoning text that will be considered for adoption." These are in addition to "Multi-family units up to four dwelling units per acre; laundromats not for public use; maintenance support facilities for servicing local home enterprises; private office space; self-storage facilities for private use" and also above-ground fuel storage.

According to the Project proponents Project Information dated November 2022, page 3-2, "The Project will...combine Multi-Family Residential
(MFR) and General Commercial (GC) in a new Yosemite West Mixed-Use Zone for the Project’s multi-family housing units, in-house laundry services, private vehicle storage, maintenance shop, fuel storage, dumpster storage". Will we have a grocery store? A souvenir shop?
(Uses permitted under "Neighborhood Commercial-1 indoors" zoning, for example).

Certainly the proposed zoning amendment should not be considered until the final version of the new mixed-use zoning text is complete.

--
John Mock, Ph.D.
Yosemite West resident and property owner

--
John Mock, Ph.D.
www.mockandoneil.com

Attachment 5

Staff Response to Comments that were received PRIOR to IS MND Review Period End

(Period Ended September 11, 2023)

*10/2/23- Corrected to include:
Comment 85. Debra Kroon- Response to Comments Added
Comment 86. Robert Kroon- Response to Comments Added

*10/3/23
Comment 87. John Mock- Response To Comments Added

Response to Comments on Initial Study/proposed Mitigated Negative Declaration for GP/ZA No. 2020-096 and Site Plan Review No. 2023-064

(Note: In accordance with Section 15074(b) of CEQA Guidelines, decision-making bodies must consider a proposed mitigated negative declaration together with any comments received during the public review process. Comments on environmental documentation and the project itself are often intermingled. The comments summarized below that are responded to by Planning staff relate to the environmental documentation prepared for the project. Comments that express support or opposition to the project without addressing a specific environmental issue relating to the project and/or the Initial Study/proposed Mitigated Negative Declaration, which would elicit a response or clarification, are noted for the record. Responses are limited primarily to those comments that ask questions of, challenge the conclusions of, or seek clarifications on the Initial Study and the proposed adoption of a Mitigated Negative Declaration. (It is important to note that the comments responded to in this document were received during the public review period on the Initial Study/proposed Mitigated Negative Declaration that ran from August 10-September 11, 2023.) (It is important to reiterate that this Response to Comments provides only summaries of letters. The letters themselves should be carefully by all interested parties.)

1. **Katie Weber:**
   This comment letter has elements that specifically address the content of the environmental documentation for the project.

   Specific Comment 1: In the mailing I received, it says "Note: it is likely that single family residences and secondary residences as well as vacation rental and B&B uses will be added as permitted uses in the final version of the new mixed-use zoning text that will be considered for adoption.

   This comment questions why is there a difference between the existing proposed language of the zoning text for the new zone and the text that may be proposed for adoption. The description of the project states it will provide employee housing and administrative facilities. An allowance for secondary residences, vacation rentals and B&Bs would make it a different project. The comment asks for clarification as to whether the site plan in the mailing represents firm commitments/limitations on the part of Scenic Wonders or is it just an "example" plan that may have no basis in reality when they actually start construction.

   Planning Staff response:
   The reason the statement regarding potential allowed uses included in the final text was included in the Initial Study and public hearing notice was to reflect the fact that single family residences and secondary residences are allowed on the project site under the current land use classification and zoning governing the project site, and that such residences are under construction or have been permitted for construction under the ministerial process. Since the single family residences are currently under construction or

are/will be permitted for construction, not including those uses as permitted in the new Yosemite West Mixed-Use zone would result in those residences becoming nonconforming uses with the adoption of the new zoning text.

Further, vacation rentals and B&Bs are allowed on the site under current land use provisions. Therefore, those residences that are/will be located on the project site under ministerial permitting could currently be used for vacation rental or B&B uses. The statement that it is likely that vacation rentals and B&Bs would be listed as permitted in the final version of the zoning text was a disclosure that there is a very real possibility that those uses would be listed as permitted, which would be a continuance of what is allowed on the site under current zoning. Final text for the new zone will be determined during the public review process.

The comment letter asks if the current proposal is just an example that will change dramatically under actual construction. Part of project consideration is the Site Plan Review process. Any approval of Site Plan Review Application No. 2023-064 will define what is being approved on the project site and actual construction must bear substantial conformance to what has been approved under the public review process.

CEQA does not permit speculation as to projects that are not part of the current project under consideration.

Specific Comment 2: This comment relates to permitting for the water system to serve the project site and whether the system will link to the Yosemite West Maintenance District (YWMD) system thereby creating a second source of water for the community. The comment asks how confident the County is that the flow of Well #9 that provides water to the YWMD system will not be impacted by the project, particularly given the concern about possible scope creep of uses (vacation rental and B&Bs) on the site. The comment provides text from the Initial Study relating to well production, water storage, and potential impact on Well #9.

Planning Staff response:

There is no proposal or requirement for the project to link to the YWMD system. The state-permitted system will supply the development on the project site and potentially the NatureBridge project located to the west of the project site. Subsection B.10.b & e in the HYDROLOGY AND WATER QUALITY section of the Initial Study provides an extensive discussion of the project's impact on groundwater in the area and on neighboring wells. As noted in the section of the Initial Study included in the comment relating to water well production and pumping, the last sentence in the cited text states that *"Pump testing of the wells did not affect the other well's flow production or Yosemite West Maintenance District's Well #9."* All of the reports summarized in the Initial Study relating to well pumpage, expected project demand for water, etc. have been made available for review.

2. **Matthew Adams:**
   These comments relate to the potential for the multi-family housing units to be turned into hotel or condo uses in the event the property changes ownership or the business model is amended, which would add to the rental pool in Yosemite West. The comment asks if there is any way to prevent this eventuality and to maintain the units as employee housing.

   Planning Staff response:
   The housing units will be constructed to multi-family residential standards and could not be readily converted to a hotel use. The proposed text for the new Yosemite West Mixed-Use zone does not allow hotels as permitted or conditional uses. The zoning text, if adopted, would be required to be amended in order to allow hotel uses on the site. Such an amendment would be required to be approved by the Board of Supervisors under a public review process.

   The current zoning text does not have a provision prohibiting the multi-family units being converted to condominium use at a future date. It should be noted that converting apartments to condominiums requires the processing of a subdivision map in accordance with the provisions of the State Subdivision Map Act. The processing of land divisions require a properly noticed public hearing(s) and environmental review. It should also be noted that vacation rental must be located in a single family structure or a single-family dwelling unit of a duplex as per the definition of the use in Chapter 17.148 (Definitions) of Title 17, Mariposa County Zoning Ordinance.

3. **Ted Williams:**
   These comments state that many homeowners in Yosemite West oppose this massive development, with one of the concerns being whether the project has complied with SB1263 regulations regarding consolidating with neighboring public water systems. The comments state that is appears the Yosemite West Maintenance District (YWMD) did not ever take a vote regarding consolidation. The benefit of consolidation could add system redundancy and add available water to the system.

   Planning Staff response:
   Planning staff responded to Mr. Williams by providing him links to where information pertinent to his point can be found. Included in the material at the link was the Preliminary Technical Background Report (PTBR) and technical appendices for the project's proposed water system permit prepared by Quad Knopf for submittal to the State Water Resources Control Board under the provisions of Senate Bill 1263. SWRCB's response letter was included in the material referenced in the Initial Study. The agency deemed the preliminary report to be complete and that the project proponent can move forward with a full permit application.

The technical background report includes a discussion of the project's potential to connect to the county-managed Yosemite West Maintenance District (YWMD) water system. In its approval of the PTR, the SWRCB stated that the project proponent should consider installing a future emergency connection to the YWMD system.

The discussions between the project proponent and Mariposa County involved connecting the two single family residences (Phase I) on the project site to the YWMD system. The Public Works Department asked that a request for service be submitted, which occurred. But Public Works did not respond to the request and subsequently vacated the application in a notice to the project proponent on August 29, 2020 due to the proposed expansion to non-residential uses on the 6.22-acre project site that were being considered under a previous project proposal. The project proponents then filed an application to SWRCB to construct and manage its own public water system. In its notice to vacate the application, the Public Works Department left open the possibility of future discussions regarding connecting the project to the YWMD system.

The potential to connect the Scenic Wonders project to the YWMD system was not discussed in the CEQA Initial Study prepared for the project because it is not part of the project proposal.

4. **Marsha Novak and Jeff Beranek:**

Specific Comment 1: This comment lists the SWRCB comments in its letter approving the PTRB. The comment further states that well production well production on the project site from the two wells with a combined rate of 28 gallons per minute (gpm), which is approximately 32% of the rated 85 gpm capacity of the sole existing YWMD well. There is no connection between the Scenic Wonders and YWMD water systems to provide backup. The comments express concern about the common aquifer of the wells. The addition of NatureBridge compounds the issue and this issue should be thoroughly addressed for impacts on YWMD well. Water in Yosemite West continues to be in greater jeopardy.

Planning Staff Response:

Please refer to Planning Staff Response to Comment 2. In 1. Katie Webber above for a response to the concern regarding the project's potential impacts on groundwater in the area. Staff would reiterate that the issues of the project's impact on YWMD well and the Scenic Wonders water system serving NatureBridge are addressed in Section B.10.b & e of the Initial Study.

Specific Comment 2: This comment challenges a Mitigated Negative Declaration that would say the proposed has "no significant impact to traffic, noise, congestion, crowding, environment, or community character in Yosemite West is not a true reflection on the quality of life in the community. Non-traffic related noise nor outside lighting do not appear to be addressed in project studies. The neighborhood is impacted by the number of short term rentals (the

commenters live on Henness Circle). The neighborhood has to deal with issues associated with trespassing from vacation rentals, light pollution, traffic related noise during quiet hours. A concern is that rezoning of the property may lead to the rezoning of other portions of Yosemite West, causing an increase in density of housing or short-term rentals.

Planning Staff Response:

The issue of lighting is addressed in Section B.1 – AESTHETICS of the Initial Study. The study concluded that the project would have a less than significant impact on lighting due to the fact that 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 issue of noise is discussed in Section B.13 – NOISE in the Initial Study. The study found less than significant impacts from the project on the issue of noise. The issue of traffic is discussed in Section B.17 – TRANSPORTATION in the Initial Study. The potentially significant issue of traffic hazards at the Henness Ridge Road/Henness Circle intersection would be reduced to a less than significant level due to the placement of a traffic sign at the intersection warning automobile traffic along Henness Circle that cross traffic does not stop. That mitigation is stated in Mitigation Measure 17.c.1 in the Initial Study.

The parking plan and driveway design of the project will preclude the potential for vehicles to back onto Henness Circle to exit the site.

5. **Robert and Amy Shawyer:**

This comment states support for the project that is of benefit to the homeowners and neighborhood of Yosemite West. Scenic Wonders manages its properties well and is an asset to the community. The project will help Scenic Wonders be more efficient leading to better maintenance of property. There are no negatives to the project.

Planning Staff Response:

Comment noted for the record.

6. **John Hipskind:**

This comment letter supports the project with the stipulation that there is a requirement for an emergency connection valve to be made part of the water-licensing and building permit requirement for the proposed new water system. The letter notes that the State Water Board recommends potential emergency interconnection between the Scenic Wonders and YWMD water system. The connection would not be costly and if in place would have mitigated the water outage in the community and provide increased fire suppression efforts.

Planning Staff Response:

Please see response to 3. Ted Williams above for a response to this issue. Although interconnecting the Scenic Wonders waster system with the YWMD system was discussed in

the environmental documentation for the project via the SWRCB's preliminary approval of the PTR as discussed in 3. Ted Williams above, there was no specific proposal to connect the two systems as part of this project and, therefore, not discussed in the Initial Study prepared for the project.

7. **Moose Mutlow:**
   This comment supports the project. Centralizing commercial operations with housing, laundry and support will be a net improvement for Yosemite West and provide additional water for firefighting. Allowing businesses to carry out sensible growth and consolidation should be created.

   Planning Staff Response:
   Comment noted for the record.

8. **Sergio Pellegrino:**
   This comment is in opposition to the project and its impacts warrant a full CEQA environmental review due to major impacts in the neighborhood. Impacts are from a large increase in the number of residents in Yosemite West, increased vehicular traffic and increase in the loss of life due to wildfire if the fire blocks the main access road to Yosemite West. The storage of a large quantity of gasoline, propane or similar petroleum products poses a specific fire risk. The establishment of a Yosemite West Mixed-Use zone will forever change Yosemite West and lead to further commercial expansion, noise and light pollution, and environmental damage.

   Planning Staff Response:
   The issue of traffic impacts is addressed in Section B.17 – TRANSPORTATION in the Initial Study. The traffic impact analysis that is available for review and summarized in the Initial Study concluded that the project would have a less than significant impact on the County's circulation system and affected roadways. The issue of fire hazards from stored fuel on the project site is addressed in Section B.9 – HAZARDS AND HAZARDOUS MATERIALS in the Initial Study. Subsection B.9.a&b includes the following text: *The project proposal includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline at the detached garage area. The tanks will be subject to all applicable state and local permitting and operational requirements. The storage of hazardous materials, including flammable liquids in amounts above 55 gallons, requires a Hazardous Materials Business Plan permit from the Environmental Health Unit (EHU) of the Mariposa County Health and Human Services Agency, as well as entry of information into a State database and triennial inspections by the EHU. Such facilities are considered a "gasoline dispensing facility" and would also require a permit from the Mariposa County Air Pollution Control District to address vapor recovery requirements.* Subsection B.9.g. includes the following statement: *"The project proponent states the fuel storage systems will meet Fire Rated Aboveground Storage Tank standards and include secondary containment systems. The fuel storage will be required to meet*

Aboveground Petroleum Storage Act requirements and the project will file documentation to comply with Mariposa County's hazardous materials registration programs."

The Initial Study concluded that due to the regulatory environment associated with bulk fuel storage, the project would have a less than significant impact on this issue. It should be noted that prior to placement of bulk fuel storage facilities on the site a conditional use permit will be required to be obtained through the public hearing and review process as per the standards of the Yosemite West Mixed-Use Zone. The conditional use permit review process will determine if further environmental analysis of the location of bulk fuel storage on the project site is required.

The issue of wildland fires is addressed in subsection B.9.g – HAZARDS AND HAZARDOUS MATERIALS and subsection B.20.b&c – WILDFIRE in the Initial Study. Both sections include the following or similar language: *"Upon completion, the project will provide 50,000 gallons of water storage, which the project proponent states will serve as additional emergency water reserves in the event of a local fire emergency. The project's water system will include backup generators for power outages. Two fire hydrants are also proposed to be located near Henness Circle on the 6.22-acre project site.*

The project proponent states that Scenic Wonders will provide and maintain truck-or trailer-mounted fire equipment with a portable water tank, portable fire pump, hoses, fitting, and safety gear to quickly suppress fire within the Scenic Wonders project."

Subsection B.9.f of the Initial Study includes the following text: *The project proponent proposes to create and implement an evacuation plan for Scenic Wonders guests and staff and to coordinate with local authorities for evacuation events. The evacuation plan will be a part of the Scenic Wonders employee training program.*

The Initial Study concluded that the project would have a less than significant impact on the issue of wildland fires.

The issue of noise is addressed in Section B.13 – NOISE in the Initial Study. The Initial study concluded that the project would have a less than significant impact on noise in the area. a condition of approval is proposed to confine construction activities to specified hours as described in subsection B.13.a in the NOISE section of the Initial Study.

The issue of the project's contribution to light pollution is addressed in Planning Staff Response to Comment 2 in Letter 4. Above.

9. Ted Williams:

Specific Comment 1: This comment states the impacts of the proposed project are severe and requests that the vote on the Mitigated Negative Declaration at the September 15, 2023 Planning Commission be rejected or postponed. The comment letter states that a full environmental impact report (EIR) is warranted due to increased traffic, dangerous road conditions, change to the community character, commercial signage that is out of place in the community and environmental risks from on-site fuel tanks and risk of spillage and leakage. The commenter states that any action by the Planning Commission be postponed until all the issues outlined in the letter are addressed, each with a specific conscious decision or mitigation.

The comment provides a quote from a February 22, 2017 letter from the then County Public Works Director to the then Yosemite National Park Superintendent in connection with Henness Ridge Road access. The quote is : *"Any application to change the zoning on any parcel in Yosemite West or the area would require a full review process, review pursuant to the California Environmental Quality Act (CEQA) and review by potentially impacted agencies (including the National Park Service)."* The commenter interprets this statement to mean that a full EIR would be required for such an action.

Planning Staff Response:

Planning Staff interprets the above-referenced statement regarding "full review" as a commitment to follow the CEQA process for a rezone application, which would not require an EIR. Adherence to provisions regarding the review and adoption of a Mitigated Negative Declaration is consistent with a full environmental review under CEQA. It should be noted that Yosemite National Park was provided the opportunity to comment on the prior site development proposal and the revised project now under consideration.

It should be noted that Yosemite National Park provided comment on the development on the project site. Subsection B.17.a – TRANSPORTATION in the Initial Study includes the following:

NPS stated that if the project is approved and a building permit is issued, all commercial truck and equipment traversing the Park to get to Yosemite West will require a permit from the Superintendent of Yosemite National Park. This is required of any project in Yosemite West and Wawona. Section 5.6 of the Code of Federal Regulations is the implementing language for such permitting. This requirement will be included in the conditions of approval for the project.

Response to concerns relating to increased traffic and dangerous road conditions is provided in Planning Staff Response to Comments 4. And 6. Above. Signage is addressed within the text for the new Yosemite West Mixed-Use Zone. Proposed signage text is as follows:

Project signage excluding address and traffic signs shall be limited to three

separate signs on the Project site. Total signage area not to exceed 50 square feet. Neon signs shall not be permitted.

The potential environmental impacts of the location of bulk fuel storage on the project site is discussed in response to Comment 8. above.

Specific Comment 2: This comment expresses concerns relating to the zoning text being expanded to allow for additional uses not included in the current zoning text. Public comment on a proposed MND needs to be on the final zoning text, not an incomplete open-ended list of potential uses.

Planning Staff Response:
Any amendments to the proposed zoning text will be reviewed during the noticed public hearing process for this project. Once zoning text is approved, any amendments to that text requires full public hearing review and approval by the Board of Supervisors.

Specific Comment 3: This comment addresses potential impacts to YWMD Well #9 and the benefits of an emergency connection from the project site to the YWMD system.

Planning Staff Response:
The issues of groundwater impacts from the project and the project's potential to connect to the YWMD system are addressed in Planning Staff Response to Comments 1., 3., and 6. Above.

Specific Comment 4: This comment addresses the potential for future sale of a portion of the zoning area and how the employee housing element of the project be preserved. The comment proposes the implementation of deed restrictions on sold portions of the property to require that any residences built within the new zone remain low-cost employee housing and any subdivisions not allowed to be resold and general unrestricted lots, residences, or rental properties.

Planning Staff Response:
The 6.22-acre project site could not be subdivided as per the proposed zoning text that established a minimum parcel size of five acres for the new Yosemite West Mixed-Use Zone. Proposed text for the new zone establishes the permitted and conditional uses allowed within the zone. Multi-family housing is established as a permitted use in the new zone and specific densities and total square footages for the development of such housing is also proposed. An attempt to amend the permitted and conditional uses within the zone following approval of the zoning text would require full public hearing review and approval by the Board of Supervisors.

Comment 5: This comment addresses the permitting that is required to be obtained by the project proponent from the Superintendent of Yosemite National Park in order for commercial vehicles and equipment to use Park roads as per an August 13, 2020 letter from Yosemite National Park to Mariposa Planning. The comment states there is no documentation that such permission has been received by Scenic Wonders.

Planning Staff Response:
The letter was submitted by the Park upon review of a previous development proposal for the project site in 2020 that included more intensive commercial uses. The letter described the permitting requirements for use of Park roads if the project is approved and a building permit is issued. That original development proposal for the project site has been amended to the proposal currently under consideration. However, this specific Park comment was addressed in the Initial Study and Planning Staff has proposed a condition of approval for the project stating that any applicable and required permitting from the Superintendent to use Park roads shall be obtained upon issuance of a building permit for the project.

It should be noted that Yosemite National Park was provided the opportunity to comment on the revised project and was provided notice of the review period for the MND and the Planning Commission hearing. They will similarly be provided notice of the Board of Supervisors hearing on the project.

Specific Comment 6: This comment asks if the county has clarified if the new proposed pipelines are allowed on easements without any change of land ownership or any "taking" from public (county) land of the roads. The comment asks if any required easements have been granted and concludes that the MND should not be allowed if it remains unclear whether the proposed pipelines for water and sewer would actually be allowed to be built traversing under county public roads.

Planning Staff Response:
A well and easement agreement has been recorded in Mariposa County Records (Document No. 20182251) which allows the project proponent the use of APN 006-150-002 for specified purposes such as septic field replacement, grey water field and underground water pipeline to Well #3 located on APN 006-150-006 and underground pipeline for septic effluent. The project proponent is in the process of potentially amending the easement to include a possible future drainage improvement. There will not be changes in the easement pertaining to the existing septic disposal or the underground utilities entitled for the project parcel. The need for a future drainage improvement has not been determined, it was included as a possible need if future civil engineering determined the need.

With respect to potential impacts of public roads, the following conditions of approval are proposed: *"An encroachment permit for any disturbance in the Henness Circle right-of-way from the installation of stormwater drainage facilities shall be obtained from the Mariposa*

County Public Works Department prior to any work commencing in that area. Written evidence of the approval of an encroachment permit shall be provided to Mariposa Planning".

"Prior to the issuance of a grading or construction for the project, the project proponent shall submit a stormwater drainage plan prepared by a qualified professional to be reviewed and approved by the County Engineer. In addition to addressing all applicable regulations and standards governing the design of stormwater drainage systems, including those contained in the Mariposa County Improvement Standards, the plan shall address all concerns raised by the County Engineer in letters dated August 19, 2020 and August 27, 2020 that were submitted to Mariposa Planning and made available to the project proponent. The installed system shall be approved by all inspection authorities prior to the issuance of a certificate of occupancy for the project. An encroachment permit for any disturbance in the Henness Circle right-of-way shall be obtained from the Mariposa County Public Works Department prior to any work commencing in that area. Written evidence of the approval of the design and installation of the stormwater drainage plan shall be provided to Mariposa Planning upon receipt of approval."

10. **Roseanna Coveyou:**

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

11. **Kelly and Fede Peionado**

This comment letter supports the provision of employee housing.

Planning Staff Response:

This comment is noted for the record.

12. **Jan Shima**

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

13. **Scott Whitley:**

This comment letter supports the provision of employee housing.

Planning Staff Response:

This comment is noted for the record.

14. **Melissa and Jeff Hornacek:**
    This comment letter supports the project and provides reasons for that support.

    Planning Staff Response:
    This comment is noted for the record.

15. **Marilen McIntyre:**
    This comment letter supports the project and provides reasons for that support.

    Planning Staff Response:
    This comment is noted for the record.

16. **Bruce Monroe:**
    This comment letter supports the project and provides reasons for that support.

    Planning Staff Response:
    This comment is noted for the record.

17. **Yingying zhu and Henry Ligon:**
    This comment letter supports the provision of employee housing.

    Planning Staff Response:
    This comment is noted for the record.

18. **Xusheng Chen:**
    This comment letter supports the provision of employee housing.

    Planning Staff Response:
    This comment is noted for the record.

19. **Gary and Glenda Graham:**
    This comment letter supports the provision of employee housing.

    Planning Staff Response:
    This comment is noted for the record.

20. **William and Karen Podolsky:**
    This comment letter opposes the project and provides the reasons for that opposition, some of which are environmentally related.

    Specific Comment 1: This comment addresses road safety and fire safety. It states there is only one exit road for the homes and condos on Henness Circle. There could be a choke point when

the project is under construction. The project's diesel storage tanks and industrial laundry creates the risk of a disastrous fire, which could sweep rapidly up the hill to the condos and homes above while creating a choke point on the one exit.

Planning Staff Response:

The issue of traffic impacts from the project is discussed in Section B.17 – TRANSPORTATION in the Initial Study. The Study found a potentially significant impact associated with traffic at the intersection of Henness Ridge Road and Henness Circle. Mitigation Measure 17.c.1 is proposed to reduce that potentially significant impact to a less than significant level. The measure mandates that a sign warning automobile traffic along Henness Circle that cross traffic does not stop.

The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above. The issue of wildland fires is addressed in subsections B.9.a&b, B.9.f and B.9.g – HAZARDS AND HAZARDOUS MATERIALS and subsection B.20.b&c – WILDFIRE in the Initial Study.

Specific Comment 2: This comment addresses sanitation and odor. The proposed leach field on the east side of the project site is just below homes on Henness Circle. A north wind would bring odor up to those homes.

Planning Staff Response:

The septic tanks for individual buildings on the project site and the leach fields will be located underground. There will be no above-ground disposal of treated septic effluent. The septic disposal system will be designed, installed, and maintained in accordance with all applicable standards of the Mariposa County Environmental Health Unit. Proposed Mitigation Measure 7.e.1 in the Initial Study requires that 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 measure is proposed to address concerns that constraints to the placement of leachlines may be encountered when construction of the leach lines begins.

Specific Comment 3: The comment letter states support for bringing water to the NatureBridge project, but is concerned that the well production may not hold up in dry years and that it may impact the already limited production serving the entire Yosemite West community. The project proponent should sell water to NatureBridge for several years to test how well the production at their well and at Yosemite West holds up after a couple of dry years. Priority should be given to the needs of Yosemite West and NatureBridge before any new construction is considered.

Planning Staff Response:

Subsection B.10.b & e in the HYDROLOGY AND WATER QUALITY section of the Initial Study provides an extensive discussion of the project's impact on groundwater in the area and on neighboring wells. As noted in the section of the Initial Study included in the comment relating to water well production and pumping, the last sentence in the cited text states that *"Pump testing of the wells did not affect the other well's flow production or Yosemite West Maintenance District's Well #9."* All of the reports summarized in the Initial Study relating to well pumpage, expected project demand for water, etc. have been made available for review.

Specific Comment 4: This comment addresses the size of the project, the nature of the community, noise and traffic. The proposed building size alone are a substantial impact on the nature of the quiet semi-wilderness community. The proposal for 53 parking spaces clearly plans for something even larger. This doubles the number of spaces off Henness Circle.

Planning Staff Response:
Comments addressing the size of the project and the nature of the community are noted for the record.

The issue of noise is discussed in Section B.13 – NOISE in the Initial Study. The study found less than significant impacts from the project on the issue of noise. The issue of traffic is discussed in Section B.17 – TRANSPORTATION in the Initial Study. Mitigation to address a concern relating to traffic impacts at the intersection of Henness Ridge Road and Henness Circle is discussed in previous responses to comments.

Building sizes and site development density will be consistent with building intensity and density standards proposed for the new zone. These standards would regulate the size of commercial structures such as the laundry facility, maximum sizes for multi-family structures, total square footage for all development on a parcel, and the number of multi-family units per acre.

The 53 on-site parking spaces are designed to provide ample parking for the Phase I (single family residential) development on the site, the multi-family units and the centralized laundry facility. The proposed text for the new Yosemite West Mixed-Use Zone provides for minimum parking for multi-family units.

21. Dennis Schmidt:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

22. Holly Webb:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

23. Kimberly O'Neil:

This comment notes a discrepancy between the project documentation reference to the subject parcel (APN 006-150-003) being 6.22 acres in size while the County Assessor's webpage lists the project site as 7.26 acres in size, a discrepancy of 1.04 acres.

Planning Staff Response:
The discrepancy in the size of the parcel between the project documentation and the Assessor's information is acknowledged. The discrepancy between the Assessor's records and the actual size of the site is based upon recent surveying of the project site. 6.22 acres for the project site is identified on a parcel map recorded in Book 30 at Page 32 in Mariposa County Records.

24. Emery Kujiraoka

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

25. Davida Schmidt:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

26. Robert Ganem:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

27. James Lopez and Tiffany Gleason

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

28. Judy Zhu:

This comment letter supports the provision of employee housing.

Planning Staff Response:
This comment is noted for the record.

29. Yingying Zhu, Henry Ligon, and Xusheng Chen:
This comment letter supports the provision of employee housing.

Planning Staff Response:
This comment is noted for the record.

30. Techeetah Lopez-Taylor and Robert Thomas Taylor:
This comment letter supports the provision of employee housing.

Planning Staff Response:
This comment is noted for the record.

31. Desiree Larson:
This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

32. Adar Emken:
The commenter states that he is the fire coordinator for the community of Yosemite West and has found Scenic Wonders to be a responsive and helpful partner. The comment is provided to address fire safety considerations of allowing extensive new development inside Yosemite West.

Specific Comment 1: Yosemite West is in a very high fire hazard severity zone and has a history of wildfire. The area of the proposed development site is at particularly high fire risk as the Henness Ridge area is not protected by an existing burn scar. Fire response times and evacuation are already challenging; the closest fire station is 15 miles away and there is only one road into and out of Yosemite West. New structures, and new population and vehicles and fuel storage will increase fire danger in the community.

Planning Staff Response:
Impacts from the project on fire issues is addressed in subsection B.9.g – HAZARDS AND HAZARDOUS MATERIALS and subsection B.20.b&c – WILDFIRE in the Initial Study. Those sections include the following text:

> *"The project proposal includes adding two 1,000-gallon fuel tanks, one for diesel and one for gasoline, at the detached garage area. The storage*

tanks will be for private use by Scenic Wonders and emergency firefighter vehicles. The project proponent states the fuel storage systems will meet Fire Rated Aboveground Storage Tank standards and include secondary containment systems. The fuel storage will be required to meet Aboveground Petroleum Storage Act requirements and the project will file documentation to comply with Mariposa County's hazardous materials registration programs.

Upon completion, the project will provide 50,000 gallons of water storage, which the project proponent states will serve as additional emergency water reserves in the event of a local fire emergency. The project's water system will include backup electric generators for power outages. Two fire hydrants are also proposed for the 6.22-acre project site near Henness Circle.

The project proponent states that Scenic Wonders will provide and maintain truck-or trailer-mounted fire equipment with a portable water tank, portable fire pump, hoses, fitting, and safety gear to quickly suppress fire within the Scenic Wonders project."

Subsection B.9.f of the Initial Study includes the following text: *The project proponent proposes to create and implement an evacuation plan for Scenic Wonders guests and staff and to coordinate with local authorities for evacuation events. The evacuation plan will be a part of the Scenic Wonders employee training program.*

Due to these factors, as well as required project compliance with all applicable regulation and code standards relating to the issue of wildland fires, including State Fire Safe provisions, as well as required adherence to all regulations pertaining to above ground fuel storage, the Initial Study found that the project will have a less than significant impact on the issue of fire. The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above.

Specific Comment 2: This comment addresses the project's potential connection to the YWMD water system.

Planning Staff Response:
This issue is addressed in Planning Staff responses to Comment 3. above.

Specific Comment 3: This comment quotes from Finding #2 in the Mandatory Findings of Significance in the Initial Study (Section C) relating to cumulative impacts. Text in that finding

includes a statement regarding potentially increased risks to property and people from wildland fires. The comment letter refers back to Finding #1 regarding mitigation for potentially significant impacts to biological and cultural resources. The comment states that the findings do not discuss mitigation for wildfire risk. The commenter states it is his understanding that a Mitigated Negative Declaration (MND) requires that any potential significant impacts be eliminated or reduced to less than significant, yet the MND does not appear to meet that standard.

Planning Staff Response:

Finding #2 relates specifically to cumulative impacts and states the following:

> *The project will result in increased air emissions, including greenhouse emissions; groundwater use; noise; traffic; demand for public services; 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 that addresses potentially significant noise impacts. The project's potential impacts on on-site biological and cultural resources can be reduced to less than significant levels with the implementation of proposed mitigation measures. The project's potential impacts on these issues as well as the issues of geology and soils from septic system(s) installation and transportation (intersection of Henness Circle and Henness Ridge Road) are individually limited and not cumulatively considerable and can be reduced to levels of insignificance with implementation of mitigation measures.*

As noted, Finding #2 regarding cumulative impacts from the project includes a reference to the fact that potentially significant impacts to biological and cultural resources as well as to geology and soils (septic systems) and the intersection of Henness Ridge Road and Henness Circle can be reduced to less than significant levels. It is reference to these potentially cumulative impacts that the box "Less Than Significant With Mitigation" is checked for the cumulative impacts issue. The project's potential contribution to cumulative impacts on these issues can be reduced to less than significant levels with mitigation that is proposed to be applied to this specific project. The other issues mentioned in this finding, including potentially increased risks to property and people from wildland fires, were not identified as potentially significant requiring mitigation in the Initial Study, and would not contribute to cumulative impacts.

Specific comment 4: The commenter states that he is not against continued development inside Yosemite West, but that development needs to be very thoughtful given the risks to human life and property involved. There seems to be significant impacts in the proposed project that have not been adequately addressed by the MND. The comment requests that the 9/15/2023 vote on the proposal to adopt a Mitigated Negative Declaration be rejected and a full EIR prepared.

Planning Staff Response:
This comment is noted for the record.

33. Mark Chapman

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

34. Bruce and Cheryle Boeve

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

35. Cort Allen:

This comment letter supports the provision of employee housing.

Planning Staff Response:
This comment is noted for the record.

36. Wayne Loeb:

This comment letter support employee housing and laundry facilities.

Planning Staff Response:
This comment is noted for the record.

37. Kimberly O'Neil:

This comment letter is in opposition to the project and states that the Planning Commission must act appropriately to reject this rezoning application or defer any decision and consult with County Counsel and/or outside counsel before approving the rezone and referring it to the Board of Supervisors for adoption. Reasons for opposition state that the proposed rezoning provides unjustified special treatment that benefits the applicant/owner and also the lack of a comprehensive land use plan for Yosemite West that the project can be reviewed for consistency with. It creates spot zoning and benefits the property owner and is detrimental to other property owners. The letter recommends denial of the application.

Planning Staff Response:
Yosemite West does not have a comprehensive land use plan governing the Yosemite West Special Planning Study Area. Land Use and Planning is a section on the CEQA environmental checklist. It is Section B.11 in the Initial Study. The reader is referred to that section of the

Initial Study for a discussion of the project's consistency with existing County planning documents. The detailed discussion of the project's impact on land use and planning concludes that the project will have no impact on the issue due to the reasons provided in that section of the Initial Study.

The additional comments in the comment letter are noted for the record.

38. Walter and Carolyn Fierson:

This comment letter disagrees that the rezoning proposal has "no significant impact" to traffic, noise, congestion, crowding, environment, or community character in Yosemite West. The letter states that homeowner values will significantly decline. The project will cause traffic, use a great deal of water that is frequently limited in Yosemite West, and oil storage will cause significant pollution to the community.

Planning Staff Response:

The environmental issues of noise and traffic are discussed in Sections B.13 – NOISE and B.17 – TRANSPORTATION, respectively, in the Initial Study. The Study found less than significant impact on the issue of noise and found a potentially significant impact relating to traffic safety at the intersection of Henness Ridge Road and Henness Circle. Mitigation is proposed to reduce this potentially significant impact to a less than significant level. That measure is identified as Mitigation Measure 17.c.1 in the Initial Study.

The additional comments are noted for the record.

39. Joe Scheuer:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

40. Davida Schmidt:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

41. Dan and Lori Hershman:

This comment letter is in opposition to the project and lists its negative impacts as construction traffic and parking, noise, trash, lighting, disruption of current residential traffic flow, probable future water and septic issues, hazards from large gasoline and diesel tanks, and fire hazards.

Planning Staff Response:

The issue of lighting is discussed in Section B.1 – AESTHETICS of the Initial Study. Noise is discussed in Section B.13 – NOISE; septic and water issues are discussed in Sections B.7-GEOLOGY AND SOILS and B.10 – HYDROLOGY AND WATER QUALITY, respectively, in the Initial Study. Traffic and parking are discussed in Section B.17 – TRANSPORTATION. The Initial Study found that the project would have less than significant impacts on AESTHETICS, NOISE and WATER. The issues of septic systems and traffic safety at the intersection of Henness Ridge Road and Henness Circle require mitigation to reduce potentially significant impacts from those issues to less than significant levels. As noted above, intersection safety mitigation is identified as Mitigation Measure 17.c.1 in the Initial Study. Septic system is identified as Mitigation Measure 7.e.1 in the Initial Study.

The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above.

The additional comments are noted for the record.

42. Marsha Novak and Jeff Beranek:

Specific Comment 1: This comment letter expresses concern about the septic leach field being located well within the current Yosemite West area that has already been developed. The current Yosemite West system is located well below the development and not near any houses.

Planning Staff Response:
This issue is addressed in Specific Comment 2: in Comment 20 above.

Specific Comment 2: This comment addresses the potential dangers of the driveway entrances due to snowy conditions the downhill slope.

Planning Staff Response:
The following is text shown in subsection 17.c. in the Initial Study:

"The original Traffic Impact Analysis prepared by JLB Traffic Engineering, Inc. identified an area of concern related to sight distance from the project's access points onto Henness Circle. That analysis recommended brush and tree removal to improve sight distance. The revised TIA for the project states it was recommended that the brush and trees within the 155 feet corner sight distance triangles be removed as part of this Project to improve visibility and traffic safety. Since then, the Project has improved lines of sight by removing dead brush and trees and delimbing the areas of concern. The fuel reduction and forest cleanup of the Project will increase sunshine exposure during the winter season increasing rates of snow melt and evaporation. In addition, the Project proponent has three (3) snowblower tractors and two (2) snowplow trucks that service the Yosemite West area. The Project proposes to plow and maintain its frontage to Henness Circle, driveway

entrances and internal roadways thereby improving roadway conditions and safety during the winter season.

The Mariposa County Public Works Department reviewed the original project site plan submitted by the project proponent. The department expressed concern related to sight distance at egress points along Henness Circle. The westernmost encroachment for the dumpster storage will have a trash truck backing into traffic in a location of minimal sight distance, on a grade subject to snow and ice conditions. The department also noted that the entrance to the parking lot between the two main entrances should be an entrance only. The close proximity of the encroachments onto the project site is not preferred. Subsequent comments by the department noted that the applicant has agreed to make the loop road through the project site one way.

The project proponent notes in their application material that after review of comments from the County Public Works Department and the public, the project has revised building locations and parking areas to eliminate vehicles backing onto Henness Circle. All the parking and access to the project will be done without any street parking or backing out into the public roadway.

In its final comments on the project, the Public Works Department states that the department's concerns have been explained to the project applicant and will be reviewed by the department upon submittal of the final site plan. Oversight of project design by the Public Works Department will ensure that safety concerns will be adequately addressed. This oversight will ensure that the project's impact on transportation hazards from backing vehicles will be reduced to less than significant levels."

Specific Comment 3: This comment expresses concern that the rezone will allow more significant short-term rentals or hotel type facilities. The rezone opens the door to further commercialization of the area and the end of the Rural Residential intent. Vacation rentals have impacted housing for NPS employees since longer term rentals are no longer available.

Planning Staff Response:

The uses that will be allowed within the new zone are those described in the zoning text for the zone. Amending the zoning text to allow uses such as hotels would require full public hearing review, environmental review, and approval by the Board of Supervisors. Any vacation rentals located on a parcel in the new zone would be required to follow density limits and other standards contained in the current zoning code.

The new zone and the project provide for employee housing.

Specific Comment 4: This comment states that significant grading has already begun on the project site and asks how far this approval process has gone without public input.

Planning Staff Response:
The grading that has occurred on the site is for the two single family residences that are allowed by right under current zoning. Construction and grading permits for the single family development are ministerial and are not subject to public review.

43. Gary Mazzone:

This comment letter expresses concern that the multi-family units will be used for other purposes. The letter states it is likely that a single-family residence and secondary residence as well as vacation rentals can be located on the project site. Other concerns relate to bulk storage of gasoline, propane or other petroleum products. There are also concerns that the the project site becoming a business area in a rural development.

Planning Staff Response:
The proposed zoning text states that single family residential development and vacation rentals can be located on the project site. The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above. Traffic safety is addressed in Section B.17 – TRANSPORTATION of the Initial Study.

44. Desmond Tamaki:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

45. Mitesh Katawar:

This comment asks how employees they have as of today and how many are commuting vs. living in the Yosemite West area? What is the projection of employee increase in the future that requires new housing to be built? How many units can qualify to be a vacation rental or B&B? It is not clearly stated in the documents how many units will be for employee housing vs. vacation rentals. Has the County studied the negative impact of adding more vacation rentals in the Yosemite West area. Vacation rentals affect the housing economy in Yosemite West.

Planning Staff Response:
The project proponent states that 23 employees of Scenic Wonders live in Yosemite West to service 110 homes and condominium properties. Currently, employees are commuting from Oakhurst, Fish Camp, Wawona. The number of employees that would be located on the project site would be limited by the multi-family units that would be

available. Proposed text for the new mixed-use zone provides limitations on site development such as maximum building density and intensity. The number of vacation rentals that could be placed on the project site would be required to be in accordance with the standards of Mariposa County Code.

Additional comments are noted for the record.

46. Christian Lopez:

This comment letter supports the provision of employee housing.

Planning Staff Response:

This comment is noted for the record.

47. Steven and Heather Blake:

This comment letter supports the project and states more facilities for local to rely on in case of emergency is beneficial.

Planning Staff Response:

This comment is noted for the record.

48. Celia Welch:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

49. Tristan Welch:

This comment letter supports the provision of employee housing.

Planning Staff Response:

This comment is noted for the record.

50. Brian Buss:

This comment letter supports the provision of employee housing and provides additional reasons for support of the project.

Planning Staff Response:

This comment is noted for the record.

51. SS Kim

This comment letter supports the proposed housing.

Planning Staff Response:
This comment is noted for the record.

52. Deborah and Harry Hagan:

Specific Comment 1: This portion of the comment letter addresses traffic safety. The letter states that Yosemite West has only one narrow road for ingress and egress. The situation is dangerous. All roads inside Yosemite West converge at or near the proposed commercial development. Any change from Rural Residential to a commercial zoning necessarily precludes a negative declaration because the absence of environmental impacts cannot be presumed, and has not been demonstrated by the applicant(s). The letter lists factors that preclude the issuance of a negative declaration for the project. Those factors include:

1. The proposed facilities are located at or near a traffic bottleneck and the project would increase traffic congestion. Tourists coming into the proposed rental office will have to turn left into the proposed development, which is across traffic exiting Yosemite West. The roads are winding and dangerously narrow. Increasing traffic and concentrating it at the point of the bottleneck is an environmental impact.
2. In an emergency, the risk of commercial development at the only road exiting Yosemite West is – or should be – obvious.

Planning Staff Response:
The issue of traffic impacts is addressed in Section B.17 – TRANSPORTATION of the Initial Study. Mitigation is proposed to address traffic safety issues at the intersection of Henness Ridge Road and Henness Circle through the placement of signage warning automobile traffic on Henness Circle that cross traffic does not stop.

Specific Comment 2: The proposal to place fuel bulk-storage tanks in the proposed development is another clear safety risk and an environmental impact.

Planning Staff Response:
As per the standards in the proposed text for the new Yosemite West Mixed-Use Zone, bulk storage of fuel on the project site will be subject to a conditional use permit. The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above.

Specific Comment 3: This comment states that new rental units will increase traffic thereby increasing the demand for all utilities. For example, all trash must be hauled out of Yosemite West. These are environmental impacts that preclude a negative declaration.

Planning Staff Response:

The issue of traffic safety is addressed above and in response to other letters. Comments related to demand for utilities are noted for the record.

The comment letter concludes with the statement that a negative declaration is not appropriate for the proposed commercial development.

Planning Staff Response:
This comment is noted for the record.

53. David Georgi:

This comment letter supports the project.

Planning Staff Response:
This comment is noted for the record.

54. Brian Smith:

This comment letter supports the project.

Planning Staff Response:
This comment is noted for the record.

55. Susan Frank and Chris Stewart:

This comment letter supports the provision of employee housing.

Planning Staff Response:
This comment is noted for the record.

56. Tom and Sondra Herbert:

This comment letter expresses concerns related to the project.

Specific Comment 1: On-site fuel bulk storage is not necessary and adds a fire risk to the community.

Planning Staff Response:
The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above.

Specific Comment 2: This comment disagrees that the project would have "no significant impact" because it will increase traffic on Henness Circle and the driveways are on steep curves that are icy in winter. The comment asks if employees will live in these units with family members. If spouses and children, the number of occupants could potentially double

or more. This would create a crowded area, noise and congestion. Low income housing could reduce property values.

Planning Staff Response:
Section B.17 – TRANSPORTATION contains a summary of the traffic impact analysis that was prepared for the project. That study found that affected roadways and intersections would function at an acceptable level of service with implementation of the project. The Mariposa County Public Works Department had the opportunity to assess the project, including its driveway encroachments off of Henness Circle. Due to initial review and comment by Public Works, the project proponent amended the site plan to ensure that vehicles would not have to back onto Henness Circle to exit the site.

Specific Comment 3: The commenters state they are not in favor of a huge leach field and septic system installed on their street (Henness Circle). If something goes wrong with the system, it impact their quality of life.

Planning Staff Response:
The septic system(s) will be designed, installed, and maintained in accordance with all applicable standards and regulations governing such systems. Mitigation Measure 7.e.1 is proposed for adoption which will require that the septic tank and leachfield area serving a particular structure be constructed prior to the issuance of a building permit for that particular structure. This is a safeguard to ensure that the underlying soil structure is adequate to serve the new system

Specific Comment 4: This comment relates to the project proponent's request to move a Yosemite West water pipe so a building can be constructed where the pipe is currently located. This does not appear to be necessary and the commenters do not want Yosemite West infrastructure affected in any way by the new development.

Planning Staff Response:
This comment is noted for the record.

Specific Comment 5: This comment requests the rezone be denied; if not denied add restrictions to the wording. Keep the original plan for employee housing with no private rentals or other revenue generating facilities. Keep the occupants to single occupancy and don't move families in. The letter states opposition to bulk fuel storage unless and until a fire house is built and functioning on the NatureBridge campus and opposes moving the Yosemite West water line.

Planning Staff Response:
These comments are noted for the record.

57. Pamela Shulz:

Specific Comment 1: This comment letter expresses concerns about the project due to an expansion of size and scope of the project since original discussions. The letter states support for additional environmental studies for the project. Specific concerns relate to ingress into and out of the community during emergencies and the commenter asks if the project will provide additional escape routes for the number of persons and vehicles that would be present near the top of the neighborhood. What would be the probable additional number of vehicles on the site all vying for road access to escape in an emergency.

Planning Staff Response:
A traffic impact study was prepared for the project and has been made available for public review. The study is summarized in Section B.17 – TRANSPORTATION in the Initial Study. The study found that roadways and intersections would operate at an acceptable level of service with project implementation.

Specific Comment 2: Regarding the on-site fuel storage, the comment letter asks what would be the impact on the local environment in the case of a leak?

Planning Staff Response:
The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above.

Specific Comment 3: This comment states that because the issues outlined in the letter have not been clarified, an environmental impact report should be prepared for the project and further approvals should await the outcome of these studies.

Planning Staff Response:
This comment is noted for the record.

58. Steven Pedersen:

This comment letter expresses a number of concerns related to the project.

Specific Comment 1: The adoption of a Mitigated Negative Declaration appears to overlook the potential significant environmental repercussions of the rezoning proposal; increased traffic, noise, and congestion can adversely affect both the environmental and its wildlife.

Planning Staff Response:
This comment is noted for the record.

Specific Comment 2: The introduction of multi-family units, commercial maintenance facilities, and bulk-storage fuel tanks could compromise the unique character of the community.

Planning Staff Response:
This comment is noted for the record.

Specific Comment 3: The project's intent to establish an on-site water well and a septic system raises grave sustainability questions. Water could be diverted from East Creek, a tributary to Indian Creek, the primary feeder of the community's well. Providing water to NatureBridge from the project's system would further tax the community well's volume and sustainability. The proposed septic field's location poses a tangible risk. Contaminants from the system could contaminate the community's only drinking water source.

Planning Staff Response:
The issue of the project's impact on the community's existing well is discussed in Section B.10 – HYDROLOGY AND WATER QUALITY in the Initial Study. The Initial Study, which summarized potential impacts of pumping the project's wells on the project's two wells and two off-site wells, including the community's well, found less than significant impacts on groundwater and existing wells.

The septic system will be required to be designed, installed, and maintained in accordance with all applicable standards.

Specific Comment 4: This comment states that the project's estimation that the centralized laundry facility could reduce traffic by 63% seems to be overly optimistic. The reality of housekeeping staff making additional trips for laundry collection, cleaning and return could lead to a net increase in traffic. Staff housing and vacation rentals could further exacerbate congestion.

Planning Staff Response:
This comment is noted for the record.

Specific Comment 5: This comment relates for fire and safety concerns. Fuel storage poses significant safety and environmental risks, particularly in a region already susceptible to wildfires. The location of the fuel storage is concerning. A fire could trigger explosion at the facility sending debris onto the only access road and escape route. Potential for leakages poses a threat to drinking water resources.

Planning Staff Response:

The potential environmental impacts of the location of bulk fuel storage on the project site are discussed in response to Comment 8. above.

Specific Comment 6: This comment states that a shift from Rural Residential zoning to accommodate these proposals might pave the way for similar developments in the future, undermining the character of Yosemite West.

Planning Staff Response:
This comment is noted for the record.

Specific Comment 7: This comment states that the majority of the community opposes the project due to its disruptive changes it would bring to the community. The economic motivations behind the project are apparent but its imperative to consider its broader ramifications.

Planning Staff Response:
This comment is noted for the record.

59. Yosemite Conservancy:

This comment letter expresses support for the project and its commitment to environmentally responsible planning, specifically the reduction in wastewater due to the central facility.

Planning Staff Response:
This comment is noted for the record.

60. Shea Bassett:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:
This comment is noted for the record.

61. Samuel Gleason:

This comment letter supports the employee housing provided by the project.

Planning Staff Response:
This comment is noted for the record.

62. Corbin Usinger:

This comment letter supports the employee housing provide by the project.

Planning Staff Response:

This comment is noted for the record.

63. Anthony and Sherrie O'Geen:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

64. Julie Overy:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

65. John Roosen and Susan Rogers:

This comment letter addresses fire risks and potable water supply in the community in a general sense and specifically supports a connection between the Scenic Wonders water system and the Yosemite West community system. The agreement with NatureBridge and the project proponent will be a positive step towards installation of a fire station in the area.

Planning Staff Response:

This comment is noted for the record.

66. Jaron LeBlanc:

This comment letter support the provision of employee housing.

Planning Staff Response:

This comment is noted for the record.

67. Kana Okada:

This comment letter supports the provision of employee housing and other aspects of the project.

Planning Staff Response:

This comment is noted for the record.

68. Jan Atwell Holan:

This comment letter supports the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

69. **Ken LeBlanc:**
    This comment letter supports the project and provides reasons for that support.

    Planning Staff Response:
    This comment is noted for the record.

70. **Shirley Savarino:**
    This comment letter supports the provision of employee housing.

    Planning Staff Response:
    This comment is noted for the record.

71. **Chris Murphy:**
    This comment letter supports the project.

    Planning Staff Response:
    This comment is noted for the record.

72. **Ayako Kujiraoka:**
    This comment letter supports the provision of employee housing and additional aspects of the project.

    Planning Staff Response:
    This comment is noted for the record.

73. **Delight Allen:**
    This comment letter supports the provision of employee housing.

    Planning Staff Response:
    This comment is noted for the record.

74. **Kristina Rylands/NatureBridge:**
    This comment letter supports the project and addresses the provision of water from the project to NatureBridge.

    Planning Staff Response:
    This comment is noted for the record.

75. **Pamela Vanderveer:**
    This comment letter supports the project and additional aspects of the project.

Planning Staff Response:
This comment is noted for the record.

76. Terese Carlson:

This comment letter supports the provision of employee housing and additional aspects of the project.

Planning Staff Response:
This comment is noted for the record.

77. William and Karen Podolsky:

This hard copy letter contains virtually the same information as the email from these same commenters shown in Comment 20. above.

78. Robert Crooks:

This comment letter requests that the Planning Commission not approve the rezoning reclassification of the property and provides reasons for the opposition, including traffic, septic system, and bulk fuel storage issues. Environmental issues have not been adequately addressed.

Planning Staff Response:
Comments relating to traffic, noise and bulk fuel storage have been addressed in previous responses. Additional comments are noted for the record.

79. Yvonne Coombs:

This comment letter expresses "grave" concerns about the project, which would have a huge impact on the issues of traffic, congestion, water/septic usage and overall atmosphere for the small community. The project's well is directly upstream from the community's well. Has there been sufficient evidence that this well is independent and separate from the Yosemite West well and will it impact the entire community's water source. If the project goes forward, the community needs to be assured that this will not turn into a money-making short-term rental area in the near future. The majority of the Yosemite West community is opposed to the project moving forward.

Planning Staff Response:
Comments relating to traffic, water and septic, and future land use issues have been addressed in previous responses. Additional comments are noted for the record.

80. Elfriede Munday and Virginia Bergstrom:

This comment letter addresses the potential emergency connection of the project's water supply with the YWMD system for fire emergencies and a more stable water

supply. The comment letter states there should be a deliberate requirement that the project implement the immediate emergency water connection with Yosemite West.

Planning Staff Response:
The potential connection of the project's water system with the YWMD system is discussed in previous responses. Additional comments are noted for the record.

81. John Mock:

This letter expresses opposition to the project and provides background information on fire issues in Yosemite West. The letter quotes from Yosemite West's Community Wildfire Protection Plan regarding fire threats in the community. The letter states that the proposed zoning amendment would increase the intensity of road usage, residence and business activity. Rezoning of additional property to the mixed-use zone, all of which the existing sole ingress and egress road over NPS land, would further impact fire response, suppression and evacuation concerns. The "Azalea Lane Fire Motorway" mention in the project proposal, is an unpaved road across NPS land. It is not an all-weather road. The road is muddy in the spring and during summer storm events, which can also bring the threat of lightning strike ignitions to Henness Ridge. Downed trees along both side of the road increase the threat to its use during a fire. It is foolhardy to permit increased intensity of use on Henness Ridge and in Yosemite West, as it would increase the risk of catastrophic loss of property and human lives. It is the county's responsibility not to exacerbate fire danger and evacuation issues in the community.

Planning Staff Response:
The issue of wildland fires is addressed in subsection B.9.g – HAZARDS AND HAZARDOUS MATERIALS and subsection B.20.b&c – WILDFIRE in the Initial Study. The Initial Study did not find a potentially significant impact on the issue of wildfire from the project. The issue of traffic is discussed in Section B.17 – TRANSPORTATION in the Initial Study. The study found a potentially significant impact associated with traffic safety at the intersection of Henness Ridge Road and Henness Circle and Mitigation Measure 17.c.1 is proposed to reduce that impact to a less than significant level. The measure requires the project proponent to place a sign at the intersection warning automobile along Henness Circle that traffic does not stop at the intersection.

82. John Schatz – Attorney for Yosemite West Property & Homeowners, Inc.

Specific Comment 1: Water Systems. This comment states that the Water System section of the Project Description in the Initial Study does not include of reference the provision of water t NatureBridge. The letter refers to a statement in the August 2021 Scenic Wonders Preliminary Technical Report that states the public water system will not be expanded beyond the boundaries of the single 6-acre parcel and later dismisses the availability of water service from YWMD to Scenic Wonders and NatureBridge while

implying the Scenic Wonders system is capable of providing serve to Nature Bridge. There is no supporting analysis of the impacts of the project providing water to NatureBridge other than references to the general capacity of the groundwater system.

The letter refers to the March 16, 2022 State Water Resources Control Board letter recommended Scenic Wonders extend drinking water service to NatureBridge and that Scenic Wonders should install a future emergency connection with YWMN system, thereby improving the resiliency of both systems and further that the project should consider contracting with Mariposa County for operations and management services. The SWQCB letter does not imply approval of the project's water system. Water Board evaluation of the system is still pending, according to the November 22, 2022 project description. The January 20, 2023 amendment to the amendment application states the project proponent has entered into a long-term Water Service Agreement with NatureBridge.

Regarding the water system, the letter states the environmental review of the water supply for the proposed project should be based on the collective water systems' demands and should include a quantitative and qualitive analysis that considers fire flow requirements, operational characteristics and current and future demand of all three water systems rather than piecemealing or segmenting, which has resulted in a less-than-significant impact finding. Even though the Preliminary Technical Report refers to discussions with Mariposa County Public Works, there is no documentation or recent response

The project description and Initial Study/proposed Mitigated Negative Declaration need to be made consistent as to what is actually proposed and why. It is unclear if the Scenic Wonders/NatureBridge agreement must be ratified or approved as part of the proposed project and, if so, why. Given the mixed and apparently unrelated purposes of the Water Supply Agreement and proposed project, it is suspicious if approved of the proposed project would be independently of the Water Service Agreement for NatureBridge. Approval of the project should not occur without the benefit of a comprehensive analysis of the collection water systems as recommended above. Approval of the proposed project would be premature before the SWQCB makes a discretionary decision based on a review to issue a domestic water supply permit to operate a public water system. In addition to the completion of a comprehensive analysis and accompanying environmental review, approval of the proposed project should not occur prior to approval by SWRQB of the actual water system permit.

Planning Staff Response:

Although the introductory "Project Description" section of the Initial Study does not make reference to the project's potential provision of water to NatureBridge,

subsections B.10. B.10.b&e in the HYDROLOGY AND WATER QUALITY and B.15.e – PUBLIC SERVICES in the Initial Study discuss the issue.

Reference is made in the Initial Study to the March 16, 2022 letter to the project proponent from the SWRCB. This is the exact text from subsection B.15.e:

> *"The project proponent has prepared a preliminary technical report for the water system and has submitted it to the State Water Board (SWB) for review. The project proponent received a letter from the SWB dated March 16, 2022 stating the Preliminary Technical Report is complete and that the proponent may move forward to submit full permit application materials, including but not limited to: (1) plans, specifications and the engineering report required in Section 64552 of Title 22 of the California Code of Regulations, (2) bacteriological and chemical monitoring, and (3) the complete technical, managerial and financial capacity assessment for new public water systems. SWB recommended the following as the permitting process moves forward:*
>
> - *NatureBridge is an education campus approximately one mile from the proposed Scenic Wonders. The State Water Board recommends that Scenic Wonders extend drinking water service to NatureBridge. Scenic Wonders and NatureBridge would operate under a single domestic water supply permit.*
> - *Yosemite West Water System is an existing community water system adjacent to the proposed Scenic Wonders. Scenic Wonders should install a future emergency connection with Yosemite West Water System. An emergency connection will improve the resiliency of both water systems.*
> - *Mariposa County Public Works manages water systems in the area. Scenic Wonders should consider contracting with Mariposa County for operations and management services.*

As noted above, the approval of the Preliminary Technical Report simply means that the project can move forward to the full permitting phase that will include an analysis of the items mentioned above in the summary of SWRCB letter.

Planning Staff has recommended a condition of approval that would require that prior to the issuance of a Certificate of Occupancy for any habitable structure in Phase II of site development, the project proponent shall obtain a drinking water permit from the State Water Resources Control Board – Division of Drinking Water (State Water Board). The project proponent shall provide Mariposa Planning written evidence that the permit has been obtained. A condition of approval that requires the issuance of any required permits either prior to the issuance of building permits or certificates of occupancy is standard practice in Mariposa County.

Such a condition relies upon the regulatory/permitting environment to ensure that all issues and impacts associated with operating a public system are adequately addressed.

Subsection B.10.b&e in the Initial Study provides a summary of the project's potential impact on groundwater resources in the area based upon well pumpage and additional data that has been provided as part of the public record for the project. The analysis includes text relating to the provision of water to NatureBridge. This section concludes that the project would have a less than significant impact on groundwater resources in the area.

Although subsection B.15.3 in the Initial Study includes the following statement: *"The project proponent has also had discussions with Mariposa County regarding the project providing an emergency connection to the water system for existing residential development in Yosemite West and to provide operational and management services"* an analysis of the impacts of connecting the three systems together, the third system being the YWMD system, was not undertaken because the project's connection to the YWMD system was not part of the proposed project and would be considered speculation from the perspective of CEQA. Connecting the project's system to the YWMD system could require environmental review under CEQA.

Specific Comment 2: Watershed Evaluation and Well Pump Tests: This comment addresses the information in the record relating to the analysis of groundwater in the area and the project's potential impact on those resources. The letter refers to a 1982 report prepared by Kenneth D. Schmidt that addresses groundwater conditions in Yosemite West that concludes that experience with wells tapping granitic rocks elsewhere in the Sierra has indicated tat well yields often decline exponentially with pumping time (Schmidt, 1977). (That report is attached to this comment letter.)

The letter states that the Schmidt reports state that the total estimated volume of groundwater but importantly note fractured materials and fractured bedrock mandates that groundwater can only be successfully tapped by wells in specific locations as opposed to through the project site because the hardrock is not considered an aquifer. The comment states that available data mean that the Scenic Wonders wells only have access to limited water available at the specific location where they are drilled and not the entirety or even a significant amount of estimated groundwater that is interspersed and isolated in other fractured materials and hardrock. The letter states that failure to consider the collective demand of the water systems suggests further analysis and that a remedial water source shortage backup plan should be developed. There may be substantial depletion in the particular fractured materials or bedrock supplying the Scenic Wonders wells and consequently a significant environmental impact causing a change in groundwater resources for that part of the groundwater basin. This will result in unavailable or inadequate water supply upon which the three water systems are dependent. Further, the statement by Schmidt that clearing forest land to increase groundwater supplies triggers further environmental impact review addressing forest clearing and increased groundwater production to meet the demands of the three interconnected water systems.

Planning Staff Response:

Many of the issues discussed in this comment section are addressed in the Response to Specific Comment 1. above. The project's Initial Study did not incorporate the 1982 report prepared by Kenneth D. Schmidt, but did incorporate by reference and summarize subsequent reports on groundwater impacts prepared by Mr. Schmidt to arrive at the conclusion of less than significant impact on groundwater from project implementation. The project does not propose forest clearing to increase groundwater capacity. Such an effort could require subsequent environmental review.

Specific Comment 3: Septic System/Greywater: This comment provides excerpts from the Initial Study relating to the project's proposed septic disposal systems. The comment states that additional information and analysis should be provided to determine if the septic field that will include discharge from the laundry recycling system may contaminate potable water wells, including increased salinity, and/or other septic and greywater discharge constituents and thereby degrade groundwater quality. This is especially significant due to the close proximity proposed for the new septic field, just 500 feet uphill from existing Well #3.

Planning Staff Response:

The implementation of any septic disposal/greywater system will be required to meet all applicable standards for such systems as determined by the Mariposa County Environmental Health Unit.

Specific Comment 4: Fire: This comment refers to the Initial Study's discussion of wildland fire issues, including the provision of 50,000 gallons of water storage that the project proponent states will serve as additional emergency water reserves in the event of a local fire emergency and the proposed fire hydrants. The letter states that fire flow capability and water system requirements should be evaluated based on the Scenic Wonders, Yosemite West and NatureBridge water system's demands, as interconnected per the "Water Systems" comment above, to include alternative fire emergency scenarios.

Planning Staff Response:
The issue of wildland fires is addressed in subsection B.9.g – HAZARDS AND HAZARDOUS MATERIALS and subsection B.20.b&c – WILDFIRE in the Initial Study. Due to the factors discussed in these subsections, the Initial Study concluded that the project would have a less than significant impact on the issue of fire.

Specific Comment 5: This comment states that the foregoing comments demonstrate that additional studies and analyses are necessary before the proposed project can be approved. These analyses will provide the basis for determining if significant effects can be mitigated to less than significant or there is substantial evidence of significant effects that require preparation of an environmental impact report. The letter also states that documentation of recent consideration, discussion, and agreements of the project applicant with Mariposa County Public Works for joint water operations management also needs to be addressed before the proposed project could be approved.

Planning Staff Response:
These comments are noted for the record.

83. Jedidiah Ike:

This comment letter urges postponement or rejection of the Mitigated Negative Declaration and is concerned that certain issues have not been adequately addressed. Thos issues are evacuation routes from Henness Circle properties and the impact a significant business complex would have on evacuation; impacts to Henness Circle traffic, congestion, and character from the addition of business activities to Henness Ridge Road; safety along Henness Ridge Road in the winter during icy conditions and the impact of adding significant traffic entering and exiting the road; and water supply. Additionally, the proposal is

vague about potential further uses. Once approved the door is open and the ability to respond to impacts is closed. All uses, including potential future commercial uses, should be put forward for consideration.

Planning Staff Response

Traffic safety is addressed in Section B.17 – TRANSPORTATION of the Initial Study. A traffic impact analysis was prepared for the project. That study found that affected roadways and intersections would function at an acceptable level of service with implementation of the project. The Mariposa County Public Works Department had the opportunity to assess the project, including its driveway encroachments off of Henness Circle. Due to initial review and comment by Public Works, the project proponent amended the site plan to ensure that vehicles would not have to back onto Henness Circle to exit the site.

Development on the project site would be limited to those that are permitted outright or through a discretionary permit as per the standards for the Yosemite West Mixed-Use Zone. Any attempt to add additional uses would be required to undergo a zone change, which requires public hearings before the Planning Commission and Board of Supervisors and potentially environmental review.

84. Ted Ducker:

This comment letter expresses support for the project and provides reasons for that support.

Planning Staff Response:

This comment is noted for the record.

85. Debra Kroon:

This comment letter states that a Mitigated Negative Declaration is not appropriate for this project due to a number of impacts and it is incorrect to state there will be no significant impacts from the project.

Specific Comment 1: Traffic: Cited traffic impacts relate to additional traffic due to new occupancy, driveways for structure 3 located on curve with poor visibility, icy conditions, the width of Henness Circle in relation to CAL FIRE requirements, and emergency egress.

Planning Staff Response:

The issue of traffic safety and related issues are addressed in Planning Staff Response to Comment 83. above as well as additional responses. The issue

of traffic is discussed in Section B.17 – TRANSPORTATION in the Initial Study. The potentially significant issue of traffic hazards at the Henness Ridge Road/Henness Circle intersection would be reduced to a less than significant level due to the placement of a traffic sign at the intersection warning automobile traffic along Henness Circle that cross traffic does not stop. That mitigation is stated in Mitigation Measure 17.c.1 in the Initial Study. Affected fire agencies and the Mariposa County Public Works Department were provided the opportunity to comment on the project, including ingress/egress issues. Agency comments received have been addressed in the Initial Study.

Specific Comment 2: Noise: This comment states the project will introduce disruptive noise to the area.

Planning Staff Response:
The issue of noise is discussed in Section B.13 – NOISE in the Initial Study. The study found less than significant impacts from the project on the issue of noise.

Specific Comment 3: Congestion, crowding, community character: The comment states that the new buildings will create a sense of congestion, crowding, and development upon one's vision. The condos are located well back from the street and are surrounded by vegetation which limits their impact on aesthetics. The project will eliminate the view from the condos. The people housed in the multi-family units will be in small quarters and will want to be outdoors but there is no recreational space as part of the project. Clustering of housing impacts the character of Yosemite West. Condensed housing situations and lack of entertainment options at Yosemite West increase the risks for substance abuse and addiction.

Planning Staff Response:
The issue of aesthetics is discussed in Section B.1 – AESTHETICS in the Initial Study. The study found the project would have a less than significant impact on the issue.

Specific Comment 4: Leachines: The comment letter states that the graywater site on Henness Ridge Road across from the county maintenance yard is at a higher elevation than the property immediately across the road from it. It is well known at Yosemite West that melting snow (and especially combined with spring rains) will saturate the soil such that leach lines can overflow. This wet area formerly housed the Yosemite West wells, which had diminished production during summer and autumn. Since those wells were located

downstream of the project there is concern the project's wells could experience a similar fate.

Planning Staff Response:
The septic tanks for individual buildings on the project site and the leach fields will be located underground. There will be no above-ground disposal of treated septic effluent. The septic disposal system will be designed, installed, and maintained in accordance with all applicable standards of the Mariposa County Environmental Health Unit. Proposed Mitigation Measure 7.e.1 in the Initial Study requires that 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 measure is proposed to address concerns that constraints to the placement of leachlines may be encountered when construction of the leach lines begins.

The comment relating to the production of the project's wells is noted for the record.

Specific Comment 5: This comment states that the general plan/zoning amendment represents a major change to the community. All property owners in the community should have been notified. There should be full community participation. The fact that there is a entity with 46 employees at Yosemite West seems a contradiction for the use of the term "Home Enterprise." The new Yosemite West Mixed-Use Zone and the site plan review should have full community participation.

Planning Staff Response:
Planning Staff followed public hearing procedures as outlined in Title 17 in providing notice of the hearing on the project as well as local and state mandates for the review period for the project's environmental documentation.

Specific Comment 6: This comment states that the current plan shows an intrusion into the 'parking easement' of the condos with placement of a portion of the driveway to Building 3 and the snow storage area. The project will inhibit the right of the condos to use this full granted easement area. Additionally, snow was piled more than 30 feet high in that area.

Planning Staff Response:
The project would be subject to all easements of record.

Specific Comment 7: This comment states additional items that need to be addressed including impact to the "shelter in place" area at the condominium parking lot; fire response in the event of an emergency at the project site; evacuation for residences along Henness Circle; project contribution to maintenance of Henness Ridge Road and Henness Circle; project funding of the widening of Henness Circle or construction of turnouts and project contribution to maintenance of the road.

Planning Staff Response:
The issue of wildland fires is addressed in subsections B.9.a&b, B.9.f and B.9.g – HAZARDS AND HAZARDOUS MATERIALS and subsection B.20.b&c – WILDFIRE in the Initial Study. Additional comments are noted for the record.

Specific Comment 8: This comment describes winter conditions in Yosemite West and how that impacts snow and ice on 'the hill' from Henness Ridge Road up Henness Circle to the condos to the actual site itself.

Planning Staff Response:
This comment is noted for the record.

Specific Comment 9: Research on the project was conducted in the wrong season for full information about conditions at Yosemite West.

Planning Staff Response:
This comment is noted for the record.

86. Robert Kroon:

Specific Comment 1: This comment states that all Yosemite West property owners should have been notified of the project. The project hearing notice addressed the amount of employee housing, which is needed. The project should be required to be constructed as proposed. No TOT certificates should be issued for a period of 10 years after the certificate of occupancy is issued for each building before the building can be converted to rental.

Planning Staff Response:
The multi-family units on the project cannot be used for vacation rental purposes as per the requirements of Mariposa County Code.

Specific Comment 2: This comment addresses the safety of dumpster placement and the potential for vehicles servicing the dumpsters to block traffic

lanes. The situation would be exacerbated during icy conditions. Traffic in general will increase as employees travel to and from the project site to the residential area. Does this have a number of trips assigned to it? If this area can save 12,068 trips, how many trips will be to this complex?

Planning Staff Response:
The project has been designed so that vehicles exiting the project site will not have to back onto Henness Circle. The issue of traffic impacts is addressed in Section B.17 – TRANSPORTATION in the Initial Study. The traffic impact analysis that is available for review and summarized in the Initial Study concluded that the project would have a less than significant impact on the County's circulation system and affected roadways.

The potentially significant issue of traffic hazards at the Henness Ridge Road/Henness Circle intersection would be reduced to a less than significant level due to the placement of a traffic sign at the intersection warning automobile traffic along Henness Circle that cross traffic does not stop. That mitigation is stated in Mitigation Measure 17.c.1 in the Initial Study.

Specific Comment 3: This comment states that a leach field will be placed by the roadway of Henness Ridge Road, near the mailboxes and maintenance yard. The location is just above a seasonal creek marsh. The leachfield near the condos is in an area that is wet in the winter and spring months. Will there be smells and spills?

Planning Staff Response:
Septic systems will be designed, installed, and maintained in compliance with all applicable standards of the Mariposa County Environmental Health Unit.

Specific Comment 4: The project needs to be held to what is currently presented, not as a hotel or motel, bed and breakfasts, home rentals, or motel or hotel rooms. The comment cites the text in the hearing notice that states that single family residences and secondary residences as well as vacation rental and bed and breakfast uses will be added as permitted uses in the final version of the new mixed-use zoning text that will be considered for adoption. The project may become a hotel complex. Accurate, truthful and honest information was not presented to the public to comment on, nor was it presented to all the owners in Yosemite West. The current parking design and traffic should be studied. Many of the residents' and owners' comments will change due to the differences in low income housing vs a hotel style rental complex.

Planning Staff Response:

The Yosemite West Mixed-Use Zone would not allow motel or hotel uses, either as permitted or conditional uses. The reason the notice included the statement that the final version of the text of the mixed use zone would likely include single family residential and vacation rental and bed and breakfast uses as permitted in the zone is because the application did not include those references. If single family residential uses were not listed as permitted in the new zone, the single family residences currently being constructed on the site as allowed by current zoning would immediately become nonconforming uses upon adoption of the new zone.

Vacation rental and bed and breakfast uses are permitted countywide in single family residential structures.

87. John Mock Comment 2-

This email expresses opposition to the project and provides comments similar to John Mock Comment No. 81.

Specific Comment 1: is opposition to the Proposed Yosemite Mixed Use Zone (YWMUZ). Commenter states:

"The creation of a new zone permits more intensive activities, both residential and commercial, within the YW Special Plan Area and becomes the obvious zoning designation for other properties that wish to benefit from a more permissive zoning designation. This could include the 15 acre parcel and the 31 acre parcel mentioned in the application, as well as other parcels within the Yosemite West Subdivision and parcels adjacent to but outside the subdivision which use subdivision roads. The potential is for a mix of uses that would destroy the essential rural mountain character of Yosemite West."

Specific Comment 2: is regarding the uses that would be allowed in the YWMUZ proposed. *"Will we have a grocery store? A souvenir shop?*
(Uses permitted under "Neighborhood Commercial-1 indoors" zoning, for example). Certainly the proposed zoning amendment should not be considered until the final version of the new mixed-use zoning text is complete."

Planning Staff Response:

Commenter opposition to the proposed YWMUZ is noted.

Only the permitted and conditionally permitted uses as proposed in the Staff Report text would be allowed if approved. *That is the zoning text being considered*. Staff notes: or as may be amended by the Planning Commission or Board of Supervisors at the time of the public hearings, if approved.

ATTACHMENT 6

Comments received on the project after the close of the public review period for the Initial Study/proposed Mitigated Negative Declaration, prior to Planning Commission action.

Post CEQA Review Period

Comment 1. Greg Loniewski

Skip Strathearn

From: greg loniewski <gregfromvermont@yahoo.com>
Sent: Tuesday, September 12, 2023 10:12 PM
To: Steve Engfer
Cc: Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from gregfromvermont@yahoo.com. Learn why this is important

Dear Skip and Steve:

Thank you for the opportunity to comment on this proposed project by Scenic Wonders.

I am a property in Yosemite West and I live full time in Yosemite West at another different house here.

I am in full support of the proposals for 7548 Henness Circle. I appreciate the initiative of the owners to move all laundry operations for their extensive vacation rental operation to a more efficient system, reducing traffic in our neighborhood and relieving pressure on our community water system. I know that I will benefit for less traffic from cleaners driving back and forth to change laundry inside vacation rental homes, and it will be good for the environment, both from the reduced vehicle traffic and reduced use of water. I also appreciate their efforts to provide and create their own water system for their project, which provides future opportunities for potential cooperation with the users of the existing water system, and could possibly provide very helpful relief, in situations such as we experienced this spring when we had significant downtime in the main community system.

I agree with the proposed finding of no impact to traffic, noise, congestion, crowding, environment, or community character in Yosemite West. In fact, it will reduce traffic, the project occupancy is less dense than the current community, and keeps the same or improves community character by better managing the existing vacation rentals that are the core of this particular community.

Finally, I find the owner/manager of Scenic Wonders to be a good steward of our community and that the Scenic Wonders operation in Yosemite West as a whole provides an essential community service to Yosemite West and the entire county by providing well managed vacation rental options that provide important revenue to our county, without the problems of non-professionally managed vacation rentals, including overcrowding, traffic, noise and neglect. Also, in the winter, snow is properly removed and guests are more able to travel easily without blocking roads, which is a problem not handled properly by some other vacation rental services and private owners. Scenic avoids these problems and is a model operator of vacation rentals in our community.

Greg

Greg Loniewski
6760 Henness Ridge Rd.

Yosemite West, CA 95389
209-769-7809
gregfromvermont@yahoo.com
CSLB#951695

Post CEQA Review Period
Comment 2. Kimiko Inoue

Sarah Hughes

From: Kimiko Inoue <kimiko.inoue@hotmail.com>
Sent: Wednesday, September 13, 2023 9:49 AM
To: Skip Strathearn; Steve Engfer
Subject: Supporting Scenic Wonders project!!

You don't often get email from kimiko.inoue@hotmail.com. Learn why this is important

Dear Skip and Steve

Hope you are doing well, and thank you for your continued hard work for our community!

Today I wanted to email you to show my support for Ken LeBlanc's project to build Scenic Wonders employees housings in Yosemite West. I have known them since we first bought the cabin in Yosemite West back in 2016. Scenic Wonders staff and Ken have been a great asset to the community as they do really care about our property and they make sure to take care of not only guests but YW community as a whole.

Because of the remote location of YW, I do feel it is so important to provide proper housing/accommodations for his staff and this project not only benefit his employees but also benefit the entire community of YW.

So please make sure his project gets approved!!! Please let me know if I need to do anything else to show my support.

Sincerely,
Kimiko

Post CEQA Review Period
Comment 3. Lynne Schlenker

Sarah Hughes

From: Lynne Schlenker <melodramalady@gmail.com>
Sent: Wednesday, September 13, 2023 3:17 PM
To: Skip Strathearn
Subject: Scenic Wonders Project

You don't often get email from melodramalady@gmail.com. Learn why this is important

I am writing to support the building and water project that Scenic Wonders, Inc. has proposed. I think this project will assist in the Yosemite West area for housing and the water situation inn the near future.

Sincerely,

Lynne Schlenker, Property Oowner
in Wawona, CA

Sarah Hughes

From: Gary Bassett <gbassett@socal.rr.com>
Sent: Thursday, September 14, 2023 4:59 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Housing Project

You don't often get email from gbassett@socal.rr.com. Learn why this is important

Good afternoon, Skip and Steve,

Re: Scenic Wonders Employee Housing Project.

We wish to state a very supportive recommendation for approval of Scenic Wonders application to the County of Mariposa for their Yosemite West Housing Project.

This enhancement to Scenic Wonders infrastructure represents a long term, far-sighted commitment to serving not only Yosemite West, but also the 25 property owners in Wawona they currently manage. The superior management provided by the LeBlanc Family, associates Tiffany Gleason, James Lopez and staff members is unequaled and should be taken into every consideration in reviewing their application.

As many are aware, the difficulty in retaining staff to make the drive up to Yosemite for work has become very challenging and competitive. The isolation of Yosemite West further increases this challenge. Seemingly, on site housing is imperative to the future of maintaining a high standard quality of property rentals and maintenance. Additionally, the benefit of decreasing their carbon footprint is appreciated by all.

Since our family joined up with Scenic Wonders,"The Bassett's Cabin" and "Whispering Pines", we've seen a substantial increase in days our properties are rented as a result from Scenic Wonders marketing, resulting in increased revenue for Mariposa County along with ourselves.

Mariposa County, Yosemite West and Wawona property owners will be further assured of future revenue from this forward-thinking investment by Scenic Wonders. A win-win scenario.

Hope Mariposa County will be as excited as we are in Scenic Wonder's willingness to make this long term investment.

Respectively submitted,

Gary and Katalin Bassett — Shea Bassett

"The Bassett's"
2590 Yosemite Pines Lane
Wawona, CA95389

"Whispering Pines"
2597 Yosemite Pines Lane
Wawona, CA 95389

16531 Channel Lane
Huntington Harbour
CA. 92649

Post CEQA Review Period
Comment 5. James Barret

Skip Strathearn

From: Sharee and James Barrett <barrett.seascape@comcast.net>
Sent: Thursday, September 14, 2023 1:10 PM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders Yosemite West Employee Housing

You don't often get email from barrett.seascape@comcast.net. Learn why this is important

Hello,
We are owners of a home in Yosemite West, and have been a part of the Scenic Wonders rental program for many years. We support the proposed employee housing and new laundry facilities. It would be quite nice to have the additional water storage in the area too.

Thank you,
James Barrett

our Yosemite West home is:
7507 Yosemite Park Way

Skip Strathearn

From: jbelforte@inreach.com
Sent: Thursday, September 14, 2023 6:15 PM
To: Skip Strathearn
Cc: Steve Engfer
Subject: Scenic Wonders Project (GPZA Application #2020-096 Site Plan Reiew Application #2023-064)

You don't often get email from jbelforte@inreach.com. Learn why this is important

Dear Steve Engfer and Skip Strathearn,

I am a home owner in Yosemite West since 2009, and I have lived in Mariposa County near El Portal since 1974. My home in Yosemite West is a vacation rental and has been managed by Ken LeBlanc's Scenic Wonders. I can't emphasize how thoroughly consciencious this company has been over the last 14 years in caring for my home and the whole community in Yosemite West.

I'm writing this letter to support Kens' Scenic Wonders Project because of my long history with his management of my property as well as the community of Y.W. This project shows his caring approach that he has displayed from the small beginnings of Scenic Wonders to its incredible business today. The emphasis on preserving the environment and meeting the needs of employee housing is exactly how he has approached all his projects.

I fully support this project, knowing Ken and his history with my home and the beautiful community of Yosemite West.

Jo Ann Belforte
PO Box 64
El Portal, CA. 95318

jbelforte@inreach.com

Skip Strathearn

From: mitesh katakwar <mitesh.katakwar@gmail.com>
Sent: Friday, September 15, 2023 11:27 AM
To: Steve Engfer; Skip Strathearn
Subject: Re: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from mitesh.katakwar@gmail.com. Learn why this is important

Hi Steve

I talked to Ken about the issues that I asked before . I was explained the details of the project and its more clear to me now that the project is more for employee housing and not for short term rentals .

Please remove my comments from my previous email.

Thanks
Mitesh

On Wed, Sep 6, 2023 at 8:53 AM mitesh katakwar <mitesh.katakwar@gmail.com> wrote:

Hello

I am Yosemite West home owner and i have some concerns regarding this project . Please see my comments below:

1) Has scenic wonders disclosed , how many employees they have as of today and how many are commuting vs living in the Yosemite West area ?

2) What is the projection of employee increase in the future that requires new housing to be built ?

3) In the mixed zone use case , it is stated that some of the units can be used for STR / bed and breakfast . Do we know how many units can qualify for this use case ? County should have a specific number of units that can be used as STR. It is not clearly stated in the documents that how many of the units will be for employee housing vs the STR.

4) Has the county studied the negative impact of adding more STR housing in the Yosemite west area ? In general the house price in the Yosemite West area is directly affected by the revenue a property can generate when used as STR . When we increase the available supply of houses (to be used as STR) , it decreases the revenue for all properties and thereby reduces the house prices in Yosemite West .

Thanks
Mitesh

Post CEQA Review Period
Comment 8. Dimon Schaad

Sarah Hughes

From: Dimon Schaad <dkschaad@gmail.com>
Sent: Friday, September 15, 2023 5:45 PM
To: Skip Strathearn
Subject: amendment 2020-096 SPR 2023-064

You don't often get email from dkschaad@gmail.com. Learn why this is important

This project appears to benefit all concerned. I like it and recommend going ahead with construction. Thank You

Dimon Schaad
7273 yosemite pky
yosemide, ca

Skip Strathearn

From: clay usinger <clayusinger@gmail.com>
Sent: Saturday, September 16, 2023 7:58 AM
To: Skip Strathearn; Steve Engfer
Subject: Nature Bridge and KL Water & Land project support

You don't often get email from clayusinger@gmail.com. Learn why this is important

Good Moring Steve and Skip

I am a resident of Yosemite West and wanted to convey my heartfelt support for the Nature Bridge and KL Water & Land project currently in discussion.

Over the years I have developed deep ties to the community and landscape over my twenty-plus years of recreating and working in the Yosemite vicinity. Over the years I climbed extensively, worked for Yosemite Search and Rescue, helped longtime friends and locals create defensible space around their homes in the face of historic California wildfires, and recently completed an owner-build of my house in Yosemite West.

Water for drinking and fire suppression is among one of Yosemite West's most crucial and vital resources necessary to ensure safety and viability of the unique and wonderful community that is Yosemite West and I am in full support of the Nature Bridge and KL Water & Land project.

Please feel free to reach out if you would like.

Thank you

Clay Usinger

925 200 6839

Post CEQA Review Period
Comment 10. Larry Eberle

Sarah Hughes

From: Larry Eberle <larryeberle@me.com>
Sent: Saturday, September 16, 2023 10:35 AM
To: Skip Strathearn
Subject: Scenic Wonders Housing Plan

[You don't often get email from larryeberle@me.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Sirs;

This is a project that the community really needs. The biggest problem we've had over the years is staffing servicing the cabins being taken care of by Scenic Wonders. A consolidated housing and laundry building would do much to make everyone's life a little bit easier.

Regards,
Larry Eberle

Sarah Hughes

From: paulaastadter <paulaastadter@aol.com>
Sent: Sunday, September 17, 2023 4:50 PM
To: Skip Strathearn
Subject: Scenic Wonders Housing project

[You don't often get email from paulaastadter@aol.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I show my full support for this project.
V/R
Paula Stadter
Owner of Tioga Logs Cabin and Condo A102 in Yosemite West

Sent from my iPad

Sarah Hughes

From: Richard's Yahoo <rnapda@yahoo.com>
Sent: Monday, September 18, 2023 9:52 AM
To: Skip Strathearn
Subject: In support of Scenic Wonders request

You don't often get email from rnapda@yahoo.com. Learn why this is important

Good morning Mr. Stratham,
I'm sending this email in support of the efforts of Scenic Wonders to improve water systems in our community at Yosemite West. My wife and I have been property owners at 7179 Yosemite Park Way in Yosemite West since 2008 and associated with Scenic Wonders all that time. I have learned to respect their commitment to the homeowners as well as to the community as a whole. These improvements will be extremely beneficial for all of us as well as future property owners. On my behalf, we urge you to support these request. Thank you,

Dick and Pam Anderson.
4449 Saint Helena Highway
Calistoga, CA 94515
(707)942-6396

Sent from my iPad

Skip Strathearn

From: Curt Castagna <Castagna@aeroplex.net>
Sent: Tuesday, September 19, 2023 12:20 PM
To: Skip Strathearn; Steve Engfer
Subject: GPZA application No. 2020-096; Site Plan Review Application No. 2023-064

You don't often get email from castagna@aeroplex.net. Learn why this is important

September 19, 2023

Steve Engfer, Planning Director, Mariposa County
Skip Strathearn, Senior Planner, Mariposa Count

RE: GPZA application No. 2020-096; Site Plan Review Application No. 2023-064

Dear Mr. Engfer and Strathern:

As third generation, long term owners of homes in Wawona since the 1960s, we have reviewed the package and documents submitted to the County as part of this application. We are writing to provide our support for the Scenic Wonders GPZA project currently under review by Mariposa County. As a family that understands and values the benefits the need to best protect resources, and the national park, we believe the care and effort that has gone into Scenic Wonder's vision for their sustainable design best supports that balance of values needed.

As a major developer I understand well the need for responsible environmental planning. We appreciate the recommendation and agree with that the CA State Water Resources Control Board where there is a long term service agreement with Scenic Wonders to provide water to the National Environmental Science Center (NESC). While sill in development, that project is a net zero energy project, built to the highest conforming Platinum LEED standards. As a developer, I understand well the financial commitment to use the highest available technology, and that effort required to mitigate environmental impacts. I commend Scenic Wonders for their vision, and the community benefits that will result from their investment. We appreciate the recycle water methods used, and how these features will provide the many other environmental benefits and efficiencies.

Sustainable design that considers operational measures to best meet environmental balance and goals is evident in the Scenic Wonders project. It is a model for how best use our limited water resources, and to improve the area in and around Mariposa County, and the Yosemite National Park, specifically that area in Yosemite West which is desperate for such a commitment.

We urge the County of Mariposa to support and approve the GPZA, as well as the other necessary approval and permitting steps to bring this project to a reality.

Sincerely

Curt Castagna
President/CEO
P: **(562) 981-2659** | M: **(562) 824-8554**
E: **castagna@aeroplex.net**
3333 E Spring St #204, Long Beach, CA, 90806
www.aeroplex.net

Skip Strathearn

From: Michele Deto <micheledeto@yahoo.com>
Sent: Thursday, September 21, 2023 11:27 AM
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders- GENERAL PLAN/ZONING AMENDMENT NO. 2020-096 SPR 2023-064

You don't often get email from micheledeto@yahoo.com. Learn why this is important

To the Mariposa Planning Dept.

We have lived full time in Yosemite West since 1981. Our family of 5 (71 to 26 years of age) fully support this project. This project will not negatively impact the Yosemite West community in any way. It will positively impact the community by reducing the water usage and the sewer usage by providing its own water and sewer treatment. It will also further reduce the use of the use of community water and sewer by removing all rental laundry impact from the community system.

It will also be located in and area that will have zero visual and sound impact on the community. It is surrounded by the National Park, the County Public Works Yard and the large Yosemite Conservancy property. Further more it will be located at the bottom of Henness Circle. Often during the winter, guest, residents, service providers (both public and private) become stuck on the public road due to the grade of Henness Circle. With the proposed project there would be help available to those stuck on the county road.

Again as and long term, fulltime resident we fully support this project because its positive impact and the large buffer zone which surrounds it.

Sincerely, David Deto, Michele Deto, Bret Deto, Melanie Deto, Sara Deto

Sarah Hughes

From: Stephen Vlach <vlachconstruction@att.net>
Sent: Friday, September 22, 2023 3:34 PM
To: Skip Strathearn; Steve Engfer
Cc: ken@scenicwonders.com
Subject: support of Ken LeBlanc 6 acre project

You don't often get email from vlachconstruction@att.net. Learn why this is important

Dear Skip and Steve,
I am writing this letter in support of the Scenic Wonders, Ken LeBlanc, employee housing project. As an employee of Scenic Wonders and a resident of employer provided housing I understand the importance of this project. The housing project will provide stable and reliable housing for all Scenic Wonders employees. Stable housing ensures employees will remain and we will be able to provide services to our home owners and guests.
I thank you for your consideration.

Sincerely,

Steve Vlach
925-997-8399

Post CEQA Review Period
Comment 16. Ted Gaines

SEN. TED GAINES (RET.)
MEMBER
STATE BOARD OF EQUALIZATION
CALIFORNIA'S TAX BOARD

September 25, 2023

Mariposa County Planning Department
5100 Bullion, Suite #1
Mariposa, CA 95338

Mariposa County Planning Department,

Please let this letter serve as notice of my support of the Scenic Wonders employee housing project.

Our state's astronomical housing prices punish all but the wealthiest Californians. Besides the obvious, direct financial costs of owning or renting a home here, there are other costs, such as longer commutes, increased traffic, lower savings rates, more pollution and other harder-to-see burdens generated by our current housing situation.

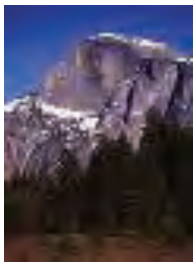
These problems can be at their worst in popular natural, rural destinations, where development is strictly limited, or the housing stock is otherwise constrained and inadequate. In many areas, lower-income workers find it nearly impossible to find suitable housing arrangements.

It is for these reasons that I support Ken LeBlanc's efforts to build affordable housing for his employees. He is directly addressing the acute need for reasonably priced housing in his area for his workers. Many will benefit from his efforts, and I hope his project is viewed favorably by the County.

Sincerely,

Senator Ted Gaines (Ret.)
Member, District 1, California State Board of Equalization

500 CAPITOL MALL, SUITE 620, SACRAMENTO, CALIFORNIA 95814 • 916-445-2181 • FAX 916-327-4003
WEBSITE: boe.ca.gov/Gaines
EMAIL: Ted.Gaines@boe.ca.gov



Ted Williams
7591 Azalea Lane
Yosemite West

September 29, 2023

To: Mariposa Planning, Director Engfer, Planner Strathearn

From: Ted Williams, Yosemite West

Subject: General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064

Comments for Planning Commission:

This letter is in addition to the previous comments in my letter dated 8/27/2023.

I still request that the **agenda items planned for the 10/6/2023 Planning Commission meeting be either rejected or postponed**. The impacts of this re-zoning on the community will be severe and all owners of properties within Yosemite West will be affected. Currently, official notice of the Planning Commission hearing was only sent to the subset of owners within 600 feet of the proposed re-zoning parcel, but notice should have been sent to all 294 property/lower owners in the community. All owners should decide by a vote/referendum if they desire to allow a single property owner to be granted such a re-zoning policy change to our current residential community.

There is significant risk that the claimed use for employee housing is a “bait-and-switch” because of the likelihood for later repurposing. To prevent this from happening, I request that there be additional requirements added as conditions of the proposal to enforce that the claimed **“employee housing” units be always restricted to only long-term use by employees**. The proposed housing units for 32 people should not be allowed to be later converted to short-term rental, bed-and-breakfast, or hotel use by the applicant or any future owners. The structures should also have deed restrictions so that they cannot be subdivided or sold and then used for short-term rentals.

Before reconsideration of the proposals, the rezoning text needs to be finalized, including enumeration of all permitted uses. There should not be a vote or approval based on incomplete text in the zoning ordinance or an open-ended list of potential uses. I request that the **zoning proposal text be finalized** to remove uncertainties before being brought to a vote of the Planning Commission.

Thank you,

Ted Williams

Ted Williams
Yosemite West

ATTACHMENT 7

Additional Comments received after PC Agenda Publication and at the Planning Commission Hearing of October 6

Steve Engfer

Beth Rodden- Comment Received After PC Packet Publicatio, Provided to PC on Oct. 6. (This was referred to as Comment 18 of the Category Post ISMND Comment Period at the PC Hearing)

From: Beth Rodden <beth@bethrodden.com>
Sent: Wednesday, October 4, 2023 1:38 PM
To: Steve Engfer; Skip Strathearn
Subject: GPZA application No. 2020-096; Site Plan Review application No. 2023-064

You don't often get email from beth@bethrodden.com. Learn why this is important

Hi Skip and Steve -
I am a full-time resident of Yosemite West. I know I am late to the game, but I have an email for comment for the Scenic Wonders job. Before I sent it to you, I'm curious if the letter and/or my name will be made available for the public? I want to voice my support, but we have a family up here and I'd like to keep where we live (Yosemite West) etc. private and not available for the public. Please advise me and let me know how to proceed and if I can send this email over to you.
Thank you so much,
Beth Rodden

Picture Submitted At PC Hearing Regarding Snow Conditions in Yosemite West- Debra Kroon

RECEIVED

OCT 0 6 2023

Mariposa County Planning Department

ATTACHMENT 8

Comments received after Planning Commission hearing date of October 6 and up to the Publication of the Board of Supervisors Agenda on November 16.

Comment 1 - Barbara Denianke
Received After Planning Commission Oct. 6 Hearing, and
Prior to Board Agenda Publication

From: Barbara Forneret Denianke
To: Skip Strathearn; Steve Engfer
Subject: Scenic Wonders
Date: Tuesday, October 10, 2023 1:17:47 PM

You don't often get email from bfdenianke@gmail.com. Learn why this is important

Dear Mr. Strathearn and Mr Engfer,

I hope this email finds the two of you well. I apologize if I missed the deadline, but still want to express my support for Scenic Wonders expansion. But let me be clear, I am fully in support of its intended purpose of employee housing and long term rentals, as I already feel that the park is too congested. I am well aware of the challenges of finding employees to maintain our vacation homes and adequate housing will help ease this challenge. Also it builds community and creates a population of national park lovers, which is needed for the conservatorship of our national treasures.

Mr. Leblanc has been a great advocate for the park and the homeowners of Yosemite West and Wawona. I do feel he can expand in an environmentally friendly way, however mechanisms should be in place that this is used for park or scenic wonders employees and not for even more short term rentals.

Respectfully,
Barbara Denianke,
Wawona homeowne

Comment 2- Kimberly O'Neill
Received After Planning Commission Oct. 6 Hearing, and Prior to Board Agenda Publication

Steve Engfer

From: Kimberley O'Neil <info@mockandoneil.com>
Sent: Wednesday, November 15, 2023 8:30 PM
To: Steve Engfer; Rosemarie Smallcombe; Danielle Bondshu
Cc: Skip Strathearn
Subject: Public Comment re General Plan/Zoning Amendment Application No. 2020-096; Site Plan Review Application No. 2023-064

Subject: General Plan/Zoning Amendment Application No. 2020-096; Site Plan Review Application No. 2023-064
SCH: 2023080273

I write today to express total opposition to the re-zoning for 7548 Henness Circle (APN 006-150-003-0) adjacent to Yosemite West.

The Board of Supervisors must act appropriately to **reject this re-zoning application** because:

(1) the proposed re-zoning provides unjustified special treatment that benefits the applicant/owner while undermining the pre-existing rights and uses of the adjacent property owner; and

(2) the proposed re-zoning represents an unreasonable inequality in the treatment of comparable parcels nearby. Other parcels in Yosemite West and on Henness Ridge are zoned Rural Residential, for example, but for no good reason, the applicant is asking to have the zoning changed on one parcel.

A decision to approve this re-zoning application is spot zoning whereby comparable properties are zoned differently and the applicant receives a favorable zoning classification because they want it and asked for it. A change in zoning for one owner to a use classification totally different from that of the surrounding area for the benefit of the owner of such a parcel is to the detriment of other property owners nearby and sets a negative precedent for others to follow. It is wrong.

I challenge the Board of Supervisors to have the courage to say no and deny this application.

I am unable to attend the November 21st public hearing in person, so thank you for including my comments with the staff report.

Sincerely,

Kimberley O'Neil
Yosemite West property owner

Comment 3- John Mock
Received After Planning Commission
Oct. 6 Hearing, and Prior to Board
Agenda Publication

November 16, 2023
Danielle Bondshu, Clerk of the Board

re: General Plan/Zoning Amendment Application No. 2020-096

Dear Madam Clerk and Members of the Board of Supervisors:

I am opposed to General Plan/Zoning Amendment Application No. 2020-096 that would create a new zone called Yosemite West Mixed-Use Zone.

It is my professional opinion, based on 16+ years of working on fire safety on Henness Ridge as Chair of the Yosemite West Fire Safety Committee, that **increased intensity of usage and occupation within and adjacent to the community of Yosemite West increases the on-going threat of wildfire to human life and property**.

The challenges of large fire size, intensity and severity are increased by limitations that impact fire response and suppression capabilities.

As you are no doubt aware, **ingress and egress in Yosemite West do not meet current State requirements**, as stated in the 2020 Mariposa County Community Wildfire Protection Plan (MC CWPP), p. 39), which your Board approved.

"Other evacuation **concerns included** limited evacuation routes, uncertainty where to go, not enough time to evacuate, and continued or **proposed new development in areas like Yosemite West that have single ingress & egress**" (MC CWPP 2020, p. 54).

The so-called "Azalea Lane Fire Motorway", is an unpaved road across NPS land. It is not an all-weather road. It is closed in winter by snow. In spring it has muddy sections which make it impassable for all but high-clearance four wheel drive vehicles. It is usable, at best, only six months of the year.

Numerous standing dead trees on either side of the unpaved road and far too many downed trees along both sides of the road increase the threat to its use during a fire. **It is not a safe means of egress or ingress to Yosemite West**.

Until and unless both Mariposa County and the National Park Service address the issue of ingress and egress to Yosemite West, it would be foolhardy to permit increased intensity of use in Yosemite West, which would increase the risk of catastrophic loss of property and human lives.

Mariposa County clearly recognizes that Yosemite West is not in compliance with the CA Subdivision Map Act, as documented in the MC CWPP. Failure to bring Yosemite West into compliance could constitute negligence on the part of the County.

I urge you to urge you to address the concerns expressed herein before proceeding with the proposed Zoning Amendment. It is the County's responsibility to mitigate, not to exacerbate, the danger.

Sincerely,

John Mock, Ph.D.
Member, IUCN World Commission on Protected Areas
Mountain Protected Areas Group

cc: Cole|Huber LLP, Attorneys

ATTACHMENT 9

March 4, 2006 Planning Commission Resolution Submitted by Project Proponent

Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338-2039

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No. 2006-8

A resolution recommending that the Mariposa County Board of Supervisors consider and encourage the rezone of property adjacent to the community of Yosemite West to Resort Commercial.

WHEREAS the Mariposa County Board of Supervisors initiated the formation of the Yosemite West Planning Advisory Committee and charged this committee with the duty of preparing a land use plan for the community of Yosemite West to address the community's localized needs; and

WHEREAS the Advisory Committee attempted to achieve a compromise between competing interests in the community of Yosemite West and to strike a balance in the Yosemite West Special Plan between the interests of those who desire the community to be a rural, rustic residential area with those who desire to use property for commercial purposes; and

WHEREAS in the attempt to preserve the rural, rustic nature of the community the Advisory Committee adopted a provision to require the amortization or phasing out of larger-scale vacation rental support businesses within five years of the date of adoption of the Yosemite West Special Plan due to the over-commercialization of this residential area; and

WHEREAS the Planning Commission has recommended that the Board retain this provision and approve the Special Plan as amended by the Commission; and

WHEREAS if a business subject to the five-year phase-out is forced to close there is no area currently in or adjacent to the Yosemite West community in which it could relocate due to conflict with underlying zoning standards; and

WHEREAS the Planning Commission, following significant public input from the aforementioned competing interests while considering the Special Plan, acknowledges that vacation rental support businesses provide valuable guest check-in and other management services to vacation rental units ; and

WHEREAS the governing zone in Yosemite West is Rural Residential, a zone allowing commercial development only if it is consistent with Home Enterprise standards, a standard with which certain vacation rental support businesses find it difficult to comply; and

WHEREAS the Planning Commission sees the necessity for an area in the general Yosemite West area where a central vacation rental check-in and management facility or facilities would be allowed to locate.

NOW THEREFORE, BE IT RESOLVED THAT the Planning Commission believes the County of Mariposa should be involved in helping to find and/or mediate solutions to the issue of locating check-in and management facilities in the Yosemite West area while also ensuring that the rural, rustic nature of the existing residential area is preserved in accordance with the Special Plan, and

NOW THEREFORE, BE IT FURTHER AND FINALLY RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Mariposa County Board of Supervisors consider and encourage the rezone of property adjacent to Yosemite West to the Resort Commercial zone to allow for the placement of vacation rental support businesses.

ON MOTION BY Commissioner Skyrud, seconded by Commissioner Ross, this resolution is duly passed and adopted on March 4, 2006 by the following vote:

AYES: Commissioners Ludington, Ross, Rudzik, Skyrud, De Santis

NOES: None

EXCUSED: None

ABSTAIN: None

Robert Rudzik, Chair
Mariposa County Planning Commission

Attest:

Carol Suggs, Secretary to the
Mariposa County Planning Commission

ATTACHMENT 10

Planning Commission Final Resolution

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No. 2023-011

A Resolution Recommending the Board of Supervisors Approve General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064; Kenneth G. and Janet M. LeBlanc, applicants. Assessor Parcel Number 006-150-003.

WHEREAS, an application for a revised General Plan/Zoning Amendment application was received on the 29th day of August 2022 from Kenneth G. and Janet M. LeBlanc to reclassify and rezone a 6.22-acre parcel located at 7548 Henness Circle (APN 006-150-003), Yosemite CA 95389 within the Yosemite West Special Plan Area; and

WHEREAS, the General Plan/Zoning Amendment proposes the reclassification of the parcel from the Residential land use classification within the Yosemite West Special Planning Area to the Special Plan land use classification and a zone change on the Mariposa County Zoning Map from Rural Residential to a new zone called Yosemite West Mixed-Use Zone; and

WHEREAS, the General Plan/Zoning Amendment is necessary to reclassify and rezone the parcel in order to allow the development of the subject parcel with uses that are needed to serve the vacation rental sector in the community of Yosemite West; and

WHEREAS, the project is informally known as Scenic Wonders and involves the development of multi-family/employee housing, a centralized laundry facility, fuel storage facilities, and uses appurtenant to the primary uses, such as septic systems and water storage and distribution facilities; and

WHEREAS, the revised General Plan/Zoning Amendment application was accompanied by a revised site plan, written project narrative and numerous studies and additional information pertaining to the proposed development on the parcel; and

WHEREAS, an application for a formal Site Plan Review was received from the KL Land and Water LLC (Kenneth G. LeBlanc, Manager) on the 11th day of May 2023 for the Scenic Wonders development project on the parcel as a complementary application to the General Plan/Zoning Amendment application; and

WHEREAS, the project potentially involves APN 006-150-002; 7549 Henness Circle (31+ acres) and APN 006-150-006, 7555 Henness Ridge (15+ acres) Yosemite, CA 95389; the parcels potentially may contain infrastructure associated with project development; and

WHEREAS, the project is proposed by Scenic Wonders to facilitate the functioning of its vacation rental management business in Yosemite West by providing housing for staff, which will address the need for affordable housing for its local workforce in Yosemite West, and to centralize certain activities such as vacation rental laundry services to reduce operational impacts in the community; and

WHEREAS, the site plan and development proposal submitted by the project applicant are consistent with the new land use classification and zone proposed for the project site; 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. 2023080273; 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 Planning Commission public hearing was scheduled for the 15th day of September 2023; and

WHEREAS, at the Planning Commission meeting on the 15th day of September 2023 the Planning Commission took action to open the public hearing and continue the public hearing for consideration of the project to the date-certain 6th day of October 2023, per the applicant's request; and

WHEREAS, the Planning Commission did hold the continued public hearing on date-certain 6th day of October 2023 and considered 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.

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/Zoning Amendment Application No. 2020-096 as amended by Planning staff and Site Plan Review Application No. 2023-064 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 zone change. The proposed Yosemite West Special Planning Study Area Land Use Diagram shown in Volume II of the General Plan shall be amended to apply the Special Plan land use classification to APN 006-150-003. General Plan text is recommended to be amended as follows:

(add the following section to the Mariposa County General Plan)

5.3.06 SPECIAL PLAN LAND USE CLASSIFICATION

A. Purpose

The Special Plan land use classification identifies lands for mixed-use development to address the specific need of the Yosemite West Special Planning Area.

B. Extent of Uses

Single family dwellings, accessory uses, vacation rental and bed and breakfast facilities, multi-family residential uses to house employees who work in the vacation rental sector in Yosemite West, maintenance support facilities that support home enterprises and vacation rental service businesses, and laundry facilities not for public use. Bulk storage of gasoline, propane, or similar petroleum products for private use subject to a discretionary permit.

C. Zoning Consistency

The following zone is consistent with the purpose of the Special Plan land use classification:

Yosemite West Mixed-Use Zone

D. Population Density and Building Intensity

Maximum number of dwelling units:	Twenty (20) per legally existing parcel.
Maximum building intensity:	Four thousand (4,000) square feet per multi-family structure on the parcel. Five thousand (5,000) square feet per any commercial and private office structures on the parcel. A total of twenty-five thousand (25,000) square feet for all single family, multi-family, commercial and private office space structures. Total square footage for bulk storage facilities shall be determined through the discretionary permit process.
Average population density:	0.117 persons per acre of gross land area.

E. SITE PLANS REQUIRED

Approval of a Site Plan Review application, or a discretionary permit application, when applicable, shall be required for all development within the Special Plan land use classification.

F. FRONTAGE ON MAINTAINED ROAD

Safe access is required for Special Plan development. Development within the classification will be required to front on a maintained road meeting County road and State Fire Safe Standards.

2. Adopt an ordinance amending Title 17, Mariposa County Zoning Ordinance, to add a new chapter called Yosemite West Mixed-Use Zone pursuant to General Plan/Zoning Amendment Application No. 2020-096. Proposed text for the new chapter is as follows:

(Add the following new chapter to Title 17, Mariposa County Code)

Chapter 17.106

Yosemite West Mixed-Use Zone (YWMU)

Sections:

17.106.010 Purpose and Intent
17.106.020 Development standards for YWMU
17.106.030 Procedures for approval of a YWMU project

17.106.010 Purpose and Intent.

The Yosemite West Mixed Use Zone is designed to provide a land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West.

17.106.020 Development Standards for YWMU.

A. Uses:
   1. Permitted uses:
      a. Multi-family housing;
      b. Laundromats not for public use;
      c. Maintenance support facilities for servicing local home enterprises and vacation rentals;
      d. Private office space;
      e. Self-storage facilities for private use;
      f. One (1) single family residence and one (1) secondary residence with appurtenant accessory structures, including, but not limited to, equipment sheds and detached garages;
      g. Vacation rental and bed and breakfast facilities in accordance with all applicable standards of Mariposa County Code.

   2. Conditional uses:
      a. Bulk storage of gasoline, propane, or similar petroleum products for private use.

   3. Prohibited uses:
      All other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

B. Structure height
   No building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.

C. Structure setbacks from property lines and streets for all uses:
   a. Street and front yard: the front yard setback shall be a minimum of fifty-five (55) feet from the centerline of a local street and a minimum of twenty-five (25) feet from the nearest point on a front property line or edge of any right-of-way boundary of a local street;
   b. Side yard: the side yard setback shall be a minimum of fifteen (15) feet from a side property line;
   c. Rear yard: the rear yard setback shall be a minimum of twenty (20) feet from a rear property line.
   d. Uses permitted in setback areas:
      1. Wells, traffic signs, signs, rural mail boxes, fences, gates, propane tanks, uncovered walkways, driveways, and underground utilities and

appurtenant above-ground structures. (Any use placed in a front yard setback shall not interfere with vehicle sight distance along roadways.)

2. All other uses are prohibited in setback areas.

D. Building to building setbacks:
Building to building setbacks shall be a minimum of fifteen (15) feet.

E. Building intensity and density:
   a. Commercial structure development, such as laundromat facilities, shall not exceed a total of 5,000 sq. ft.
   b. Multi-family housing development shall not exceed a total of 4,000 sq. ft. per building.
   c. Total development on a parcel shall not exceed 25,000 sq. ft. of building space.
   d. Multi-family housing shall not exceed four dwelling units per acre.

F. Signage and lighting:
   a. Project signage, excluding address and traffic signs, shall be not exceed three separate signs on a parcel. Total signage shall not exceed 50 sq. ft. Neon signs shall be prohibited.
   b. Exterior lighting shall conform to International Dark Sky Standards.

G. Minimum parking space requirements:
   a. Studio or one-bedroom apartments – one and one-half (1.5) parking spaces per unit.
   b. Two (2) or more bedroom apartments or single family residential – two (2) parking spaces per unit.
   c. Laundry facilities not for public use – two (2) per facility.
   d. Minimum spaces for vacation rental and bed and breakfasts shall be as required by appropriate sections of County code.

H. Internal driveways and parking space surfacing:
Internal driveways serving multi-family and commercial uses shall be surfaced with concrete or asphalt paving.

I. Permitting and construction:
Septic/sewage systems shall be installed prior to the issuance of building permits for structures served by those systems.

J. Minimum parcel or lot size:
Minimum size of a parcel or lot shall be five (5) acres.

17.106.030 Procedures for approval of a YWMU project.

   a. Site plans for single family residential and appurtenant uses, such as private office space and self-storage facilities for private use, in the YWMU zone shall be prepared in accordance with the standards contained in Section 17.08.140 of this title. Site plans for additional permitted uses in the YWMU zone, excluding vacation rental and bed and breakfast uses, shall be prepared in accordance with Section 17.08.150 of this title.
   b. Site plans described in a. above are subject to the processing procedures contained in Section 17.08.160 of this title.

c. Application and approval of vacation rental and bed and breakfast uses are subject to the provisions of Section 17.108.180 of this title.
d. Conditional uses are subject to the provisions of the Conditional Use Permit process contained in Section 17.112 of this title.

3. Adopt an ordinance amending the Mariposa County Zoning Map to change the zoning on APN 006-150-003 from the Rural Residential Zone to the Yosemite West Mixed-Use Zone.

ON MOTION BY Commissioner Baggett, seconded by Commissioner Smith, this resolution is duly passed and adopted this 6th day of October 2023 by the following vote:

AYES: 4 Baggett, Gray, Smith, McCamman

NOES:

EXCUSED:

ABSTAIN: 1 Herman

John McCamman, Chair
Mariposa County Planning Commission

Attest:

Sophea Craighead Secretary to the
Mariposa County Planning Commission

Exhibit 1

Recommended Findings of Approval for GP/ZA Application No. 2020-096 and Site Plan Review No. 2023-064

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan/ Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064.

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 approval of this General Plan/Zoning amendment allows for the construction of a project that will be a key component in the servicing of vacation rental businesses in the community of Yosemite West. The multi-family units to house employees of a vacation rental service business and the central laundry facility servicing vacation rentals are not allowed by the land use classification and zoning currently governing the project site. The amendment will allow these uses. The provision of housing for vacation rental sector employees in close proximity to their employment will have the effect of reducing longer vehicle trips in the general vicinity of Yosemite West that currently occurs due to lack of housing in the community. A centralized laundry facility will avoid multiple trips that currently occur throughout the community while vacation rentals are being serviced after use. The Initial Study/Mitigated Negative Declaration prepared and adopted for the project finds that potentially significant impacts on public health, safety, peace, and welfare from the project can be reduced to a less than significant level with application of mitigation measures. The site plan for the project considered under Site Plan Review Application No. 2023-064 is consistent with the Special Plan land use classification and Yosemite West Mixed-Use Zone.

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/zoning amendment implements the Mariposa County General Plan. The property to be reclassified and rezoned is located in the Yosemite West Special Planning Area. The General Plan directs that a special plan will be prepared for the Yosemite West Special Planning Study Area as shown on the land use diagram for the area contained in the Mariposa County General Plan. Reclassifying the project site to the "Special Plan" land use classification within the Yosemite West Special Planning Area is a designation that will be applied to the entirety of the Yosemite West area at a future date. In the interim, the land use classification "Special Plan" will apply only to the 6.22-acre project parcel.

   The General Plan describes the purpose of a special plan as addressing the specific issues of local importance for the planning area. Consistent uses will be defined in the special plan. Reclassifying the project site to the Special Plan Land Use Classification and rezoning to the new Yosemite West Mixed-Use Zone has the effect of allowing uses that address needs in the Yosemite West Special Planning Area. Vacation rentals are a significant economic sector in Yosemite West and allowing the construction of multi-family housing units for workers in that sector directly addresses a housing deficit issue that is specific to Yosemite West due to the community's isolated geographic location. The centralized laundry facility that will serve the vacation rental sector also addresses a specific need. The amendment that will allow the

development proposed by the site plan will address both long term and short term needs in Yosemite West and therefore provides sound planning in accordance with the General Plan.

The Yosemite West Mixed-Use Zone will be incorporated into the Special Plan land use classification as a consistent zoning district.

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 development of a multi-family housing project is consistent with the goals and policies contained in the General Plan's Housing Element. Section 8.6.04 of the Element contains housing objectives and programs. Objective Two addresses the provisions of affordable housing. Text in this section states:

> *There is very limited inventory of available housing affordable to nearly any income category. Those needing affordable housing are very low, low and moderate income households, including those households in the year round and seasonal workforce whose incomes are in these categories. The relatively remote and rural nature of the County makes the provision of affordable workforce housing especially important for community sustainability.*

Program B.2.2 in this Housing Element section calls for the County to collaborate with the National Park Service and its concessioner, the County's lodging industry, and private enterprise to resolve housing issues. Section B.2.2.d)2. within this program section mandates that the County identify appropriate locations within Special Planning Areas, Town Planning Areas, and Community Planning Areas for the development of workforce housing.

Objective Three; Providing Adequate Sites and Services, states:

> *The County shall continue to provide sites and areas within Town and Community Planning Areas for development of housing to accommodate its share of the regional housing need. The County will ensure that zoning regulations allow the exercise of flexible zoning to allow housing development in close proximity to transportation facilities and employment.*

Section C.2.3.1 of the program section to implement this Housing Element objective states:

> *Whenever the County updates its zoning ordinance, general plan or area plans, it shall ensure that enough land is set aside for all types of residential development, including mixed-use development provisions.*

There is an expressed need for the provision of housing for hospitality workers in Mariposa County. The amendment, which allows the development of multi-family housing in a mixed-use zone, is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan, specifically the Housing Element.

Section 5.3.01(B)(1) of the General Plan cites the purpose of a Special Planning Area is to address the specific issues of local importance for the planning area. This section states that consistent uses will be defined in the special plan. The General Plan directs that Area Plans be developed for each Planning Area in the County. The plan for the Yosemite West Special Planning Area would be called a Special Plan. Such a plan has not been developed for Yosemite West. The reclassification of the subject 6.22-acre parcel from the Residential land use classification to the Special Plan land use classification is an interim measure to allow a needed mixed-use project to be located in the Yosemite West community until a Special Plan for the entirety of the Yosemite West Special Planning Area is adopted. In the interim, the Yosemite West Mixed-Use Zone is considered consistent with the Special Plan land use classification.

In addressing governing land use regulations for Planning Study Areas without adopted Area Plans such as Yosemite West, Section 5.3.01(I)(2) of the General Plan states the following: *"...the General Plan land use classifications as shown on the interim land use diagrams in Volume II* (of the General Plan) *shall apply until the appropriate town, community or special is adopted by the Board of Supervisors."* The interim land use diagram for the Yosemite West Special Planning Study Area is amended by this general plan amendment in order to implement the General Plan mandate that Special Planning Areas are to address specific issues of local importance for the planning area.

Implementation Measure 5-3a(1) of the General Plan requires that prior to consideration of an application to change a land use classification into a non-residential land use classification, the subject property shall front on or shall have direct access to a maintained road. Implementation Measure 5-3a(2) requires that prior to consideration of a change of zoning district from residential into a commercial or industrial zoning district, the subject property shall be found to be located on a maintained road. The 6.22-acre parcel takes direct access from Henness Circle, a county-maintained road.

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 subject parcel that is reclassified and rezoned has adequate access from Henness Circle. The site plan shows that no vehicles will need to back out onto Henness Circle to exit the site. The internal roadway system will be constructed to all applicable commercial standards contained in the Mariposa County Road Improvement and Circulation Policy and the Improvement Standards. Development on the project site will be served by a state-approved drinking water system and a County-approved septic disposal system. The project is compatible with adjoining land uses, i.e. the condominiums located on an immediately adjacent site. The 6.22-acre subject parcel can accommodate the development that is allowed to be placed on the site with the approval of the general plan/zoning amendment. Adequate emergency ingress/egress is provided and final circulation design will be reviewed and approved by Mariposa County Fire/CAL FIRE. The project provides adequate room for septic disposal. The project has access to off-site parcels through easements for the placement of additional infrastructure, if needed. Development on the site will be subject to all applicable state and local codes and regulatory standards.

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: The mixed-use zone will allow for the development of housing for employees of a business enterprise that serves the vacation rental sector in Yosemite West. This sector is a significant component of development in Yosemite West and the multi-family employee housing and central laundry facility development, which is allowed by the zone change, will assist the vacation rental service business to enhance its service to its customers. The provision of housing for employees that is in close proximity to their area of employment has the potential to stabilize the workforce by reducing job turnover.

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: The Initial Study and a Mitigated Negative Declaration were prepared for General Plan/Zoning Amendment No. 2020-096 and Site Plan Review No. 2023-064 for the project 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 General Plan/Zoning Amendment No. 2020-096 and Site Plan Review No. 2023-064 Initial Study concluded that all project impacts would be mitigated to a less than significant level 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.

Exhibit 2
Recommended Project Conditions and Mitigation Measures for Site Plan Review Application No. 2023-064

File Number: GP/ZA Application No. 2020-096 and Site Plan Review Application No. 2022-064

The following conditions were established for this project in order to ensure compliance with county codes and policies and compliance with CEQA.

1. General Plan/Zoning Map Amendment Application (GP/ZA) No. 2020-096 changes the land use classification of all of a 6.22-acre parcel (APN 006-150-003) from Residential to Special Plan and rezones the parcel from Rural Residential to Yosemite West Mixed-Use Zone. The reclassification and rezone of the property will allow for the construction of the following under Site Plan Review Application No. 2023-064:

   Phase I:
   Two single-family residences and a detached garage and storage as approved under current zoning.

   Phase II as approved under Site Plan Review Application No. 2023-064

   - Ten (10) 1-bed, 1 bath multi-family units with laundry facilities
   - Four (4) two bed, 1 bath units with laundry facilities
   - Garage/Central laundry facility/apartment

   Total Square footage for Phase II structure development is 11,000 sq. ft.

   Thirty parking spaces 10' by 20' feet in size shall be reserved for the multi-family units and the garage/laundry/apartment facility. Nine (9) in-line parking spaces shown on the revised parking plan dated April 27, 2023 shall be reserved for seasonal snow removal and additional equipment. In-line spaces shall not be used to serve multi-family and laundry facility uses. Fourteen (14) spaces are to be used for the Phase I development.

   Appurtenant uses, including septic and water systems, to serve the development.

   (Planning Department Recommendation)

2. Final site plans and on-site construction shall be in substantial conformance to the project site plan dated November 10, 2022, the revised parking plan dated April 27, 2023 and the Fire Flow Analysis Report dated May 8, 2023. Prior to the issuance of any site disturbance, building or grading permits, the applicant shall submit final site plans based on construction plans. All physical construction for the project shall be in substantial conformance with the approved plans.

   (Planning Department Recommendation)

3. A conditional use permit shall be required to be obtained in order to place bulk fuel storage facilities on the project site.

   (Planning Department Recommendation/Zoning Standards for the Yosemite West Mixed-Use Zone)

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.

   Fire Flow infrastructure shall be allowed to be adjusted on-site as may be required during review of final design plans by responsible fire agencies.

   (Planning Department Recommendation)

5. This project is approved as of _____,2023. This approval shall expire _____, 2026. 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 _____, 2026. Time extension fees may be required.

   (Planning Department Recommendation)

6. Prior to issuance of a Certificate of Occupancy for Phase II development or commencement of project operation, the Planning Director shall verify that all conditions and mitigation measures have been satisfied.

   (Planning Department Recommendation)

7. Fire flow demand, fire flow volume, fire service line sizing, fire sprinkler system lead-in sizing and domestic water main sizing, as well as building fire separation shall be implemented in accordance with the recommendations described in the fire flow analysis prepared by Engineering Fire Protection dated May 8, 2023 and reviewed and approved with conditions by the Mariposa County Fire Department. Amendment(s) to the proposed facilities shall be approved by the Mariposa County Fire Department prior to installation. Written evidence of the approval of any amendment(s) shall be provided to Mariposa Planning prior to installation.

   (Planning Department Recommendation)

Traffic/Access, and Circulation:

8. A commercial driveway encroachment permit(s) for Henness Circle shall be obtained from the Mariposa County Public Works Department prior to issuance of grading and/or building permit and/or prior to any construction within the Henness Circle right-of-way. All required encroachment improvements for the project (including access and any utilities) shall be completed and approved by the Public Works Department prior to issuance of a Certificate of Occupancy. The project applicant shall provide evidence of Public Works' approval of the encroachments to the Planning Department prior to the issuance of a Certificate of Occupancy for any component of the project.

   (Planning/Public Works Recommendation)

9. All proposed on-site driveway/roadway improvements serving the multi-family units and the central laundry facility shall be completed in accordance with the Mariposa County Road Improvement and

Circulation Policy (RICP) and/or the County Improvement Standards or both, and shall be approved by the County Engineer or a licensed civil engineer with a signed, wet-stamped letter indicating that the improvements meet the RICP and the County Improvement Standards. Engineered improvement plans prepared by a Registered Civil Engineer shall be required and approved by the County Engineer prior to commencement on the proposed road improvements.

(Chart A Minimum Road Standards – Commercial and Industrial, Road Improvement and Circulation Policy)

(Planning Department Recommendation)

10. Internal driveways/roadways shall be designed and constructed in accordance with all applicable provisions of Public Resources Code 4290. CAL FIRE shall provide the Planning Director with a letter certifying 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)

11. An encroachment permit for any disturbance in the Henness Circle right-of-way from the installation of stormwater drainage facilities shall be obtained from the Mariposa County Public Works Department prior to any work commencing in that area. Written evidence of the approval of an encroachment permit shall be provided to Mariposa Planning.

    (Public Works Department/Mariposa Planning Recommendation)

12. Prior to the commencement of any grading, building, encroachment improvements, frontage improvements, construction or other maintenance activities on the project site and/or within off-site easement areas, a consultation meeting with the Public Works Department, the Planning Department, the applicant, the agent, the grading or construction contractor, Building Department County Fire, Environmental Health Unit and CALFIRE shall occur. All costs associated with the consultation shall be the responsibility of the applicant.

    (Planning Department Recommendation)

13. The parking areas shall comply with all handicapped accessibility requirements as established by Title 24 of the California Code of Regulations. The Building Director shall approve the parking lot pursuant to these regulations prior to issuance of a grading permit for the project. Verification by the Building Director that the parking areas meets Title 24 of California Code of Regulations shall be required prior to issuance of Certificate of Occupancy.

    (Title 24, California Code of Regulations)

14. Prior to issuance of a building and/or grading permit for any component of Phase II of the project, any applicable and required permit for all commercial truck and equipment traversing the Park to access the project site shall be obtained from the Superintendent of Yosemite National Park in accordance with Section 5.6 of Title 36, Code of Federal Regulations. Any permit obtained by the project proponent shall be provided to Mariposa Planning prior to issuance of a building and/or grading permit.

    (Title 16, Section 5.6, Code of Federal Regulations)

Grading, Drainage and Construction:

15. All grading and/or road improvement work required of this project shall comply with the Mariposa County Improvement Standards and all requirements contained therein. Engineered improvements plans prepared by a Registered Civil Engineer are required for any improvement required as a condition of approval for this project. The plans shall be approved by the County Engineer prior to commencement of construction of the required improvements.

    (Planning Department Recommendation)

16. Construction of on-site structures shall be in accordance with the conclusions and recommendations contained in the geotechnical investigation prepared by SALEM Engineering Group titled *Geotechnical Engineering Investigation, Proposed Residential Development, Scenic Wonders Employee Housing, Yosemite West, Yosemite National Park, California* and dated November 16, 2022. Building and/or grading permit plans must include verification by a licensed engineer that the plans conform to the Geotechnical Engineering Investigation as stated in this condition prior to building permit issuance.

    (Planning Department Recommendation)

17. Prior to the issuance of a grading or construction for the project, the project proponent shall submit a stormwater drainage plan prepared by a qualified professional to be reviewed and approved by the County Engineer. In addition to addressing all applicable regulations and standards governing the design of stormwater drainage systems, including those contained in the Mariposa County Improvement Standards, the plan shall address all concerns raised by the County Engineer in letters dated August 19, 2020 and August 27, 2020 that were submitted to Mariposa Planning and made available to the project proponent. The installed system shall be approved by all inspection authorities prior to the issuance of a certificate of occupancy for the project. An encroachment permit for any disturbance in the Henness Circle right-of-way shall be obtained from the Mariposa County Public Works Department prior to any work commencing in that area. Written evidence of the approval of the design and installation of the stormwater drainage plan shall be provided to Mariposa Planning upon receipt of approval.

    (Public Works Department/Mariposa Planning Recommendation)

18. No site disturbance activities shall commence without the issuance of a building or grading permit, unless that activity is minor in nature and doesn't necessitate a permit. All grading work and erosion control work shall meet Building Department and County Engineer Requirements prior to grading permit final. Grading and drainage system improvements on the project site shall also comply with applicable requirements contained in Appendix J, California Building Code. Verification by the Building Director and County Engineer that construction meets requirements shall be required prior to issuance of Certificate of Occupancy.

    (Planning Department Recommendation/California Building Code Appendix J as Adopted by the Mariposa County Board of Supervisors; Section 17.336.080, Mariposa County Code)

19. Immediately upon completion of the required grading, road and encroachment improvements, the applicant shall re-vegetate all exposed soils and install other erosion control measures as recommended by the Resource Conservation District (RCD). The applicant shall also contact the RCD for an inspection. Inspection fees shall be the responsibility of the 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)

20. The applicant shall obtain a General Permit for Discharges of Storm Water Associated with Construction Activity from the Regional Water Quality Control Board (RWQCB) prior to initiation of any grading activities on the site. A copy of the approved permit shall be submitted to the Planning Department by the applicant prior to issuance of a grading permit. All provisions and requirements of the permit shall be completed prior to completion of the project. The applicant shall submit to the Planning Department evidence that the permit requirements have been met to the satisfaction of the RWQCB. The applicant shall also be subject to the following RWQCB requirements:

    a. Prior to issuance of the grading and/or building permit for the project, the applicant shall submit a SWPPP and a valid WID number issued by the State Regional Water Quality Control Board.
    b. Prior to issuance of a certificate of occupancy for the project, the applicant shall provide a sign off showing that all conditions have been met and accepted as well as a Notice of Termination from the State Regional Water Quality Control Board.

    (State Water Quality Control Board Order No. 99-08-DWQ, National Pollutant Discharge Elimination System)

Fire/Emergency Conditions:

21. The project proponent shall prepare an evacuation plan for guests and staff for utilization in evacuation events that shall be made part of the project's employee training program. The project proponent shall submit the evacuation plan to CAL FIRE/Mariposa County Fire for review and approval prior to issuance of a Certificate of Occupancy for any component of Phase II development on the project site. Evidence of fire agency approval of the evacuation plan shall be submitted to Mariposa Planning.

    (Planning Department 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. Prior to issuance of a certificate of occupancy for the first completed structure part of Phase II of site development, The project proponent shall prepare a vegetation maintenance plan to ensure fire safe clearances are implemented around structures and submit that plan to CAL FIRE for review and approval. The project proponent shall provide Mariposa Planning with verification that CAL FIRE has approved the plan prior to occupancy of the Phase II development structures.

    (Planning Department Recommendation)

23. A training and maintenance program shall be implemented by the project proponent if project employees are to use fire equipment. The program shall be approved by the Mariposa County Fire Department prior to the issuance of certificates of occupancy for any component of Phase II

development on the project site. Verification that the program has been approved by County Fire shall be provided to Mariposa Planning by the project proponent.

(Mariposa County Fire Department)

24. The project proponent shall implement a fuel management plan on the 6.22-acre project site in accordance with all applicable provisions of State Fire Safe Regulations and shall submit that plan for review and written approval by applicable fire agencies prior to the issuance of a certificate of occupancy for any structure in Phase II development. Evidence of fire agency approval of the fuel management plan shall be provided to Mariposa Planning.

    (14 CCR, Division 1.5, Chapter 7 Fire Protection, Subchapter 2, Articles 1-5. SRA Fire Safe Regulations)

General Conditions:

25. Prior to the issuance of a Certificate of Occupancy for any habitable structure in Phase II of site development, the project proponent shall obtain a drinking water permit from the State Water Resources Control Board – Division of Drinking Water (State Water Board). The project proponent shall provide Mariposa Planning written evidence that the permit has been obtained.

    (State Water Resources Control Board Requirement)

26. In accordance with the standards for the Yosemite West Mixed-Use Zone, 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. 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. Prior to issuance of any building or grading permits, the permit holder shall provide the Director of Public Works with a Plan for Annual Maintenance of all on-site roads and access lanes. The Plan for Annual Maintenance shall include, at a minimum:

    a. Provisions for snow removal on all on-site driveways, travel ways and aisles, including the parking areas
    b. Provisions maintaining access to refuse containers and the on-site wastewater and water system infrastructure.
    c. The method by which the Plan will be implemented through regular facility employees or by contract. Copies of executed contracts may be submitted with the Plan.

d. Provisions for the exclusive use of non-contaminated sand during winter mqnths, as may be applicable.
e. Evidence of any necessary easements or contractual access agreements with offsite property owners, if necessary.

30. 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)

31. All applicable APCD requirements shall be met at pre-building or pre-grading permit issuance, during construction, prior to occupancy, and during operation to the satisfaction of the County Air Pollution Control Officer.

    (Planning Department Recommendation)

32. 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)

33. 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 ($ as of January 1, 2023) and County Clerk fee ($50 as of January 1, 2023) shall be paid by the applicant within five (5) working days of the approval of the application (by [insert approval date here]), 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 [insert approval date here] 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 $ (effective January 1, 2023), 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 Game Code.

(State Fish and Wildlife Code)

Mitigation Measures:

34. 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.)

    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.

(Mitigation Measure 4.a.1. [*Mitigation measure nos. are as they are shown in the Initial Study and additional project documentation*])

35. 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 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.

(Mitigation Measure 4.a.2)

36. 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.

(Mitigation Measure 4.a.3)

37. 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, 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.

    (Mitigation Measure 4.a.4)

38. 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 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.

    (Mitigation Measure 4.a.5)

39. 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 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.

(Mitigation Measure 4.a.6)

40. 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 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.

    (Mitigation Measure 4.c.1)

41. 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.
    - 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.

    (Mitigation Measure 4.c.2)

42. 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.

(Mitigation Measure 4.d.1)

43. 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.

(Mitigation Measure 5.a.1)

44. 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.

(Mitigation Measure 7.e.1)

45. 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.
(Mitigation Measure 17.c.1)

Exhibit 3
Recommended Mitigation Monitoring Program for Site Plan Review Application No. 2023-064

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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	plant species (the construction schedule can proceed whether the CDFW collects seed or not.) *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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	the species inhabit the affected area. Each survey shall 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 grading activities on the project site, a qualified biologist,*	This mitigation measure will be monitored by the Mariposa County

	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.	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 on the project site, and how to document wildlife mortalities and injuries.* • *An attendance form signed by each worker indicating*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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 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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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 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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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.	
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.* • *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.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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.	process.
7.e.1	*Prior to the issuance of a building permit for any structure within the project site, the septic system that serves that structure shall be approved and installed.*	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.

	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*	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

ATTACHMENT 11

Board of Supervisors Resolution

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2023-

A Resolution Approving General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064; Kenneth G. and Janet M. LeBlanc, applicants. Assessor Parcel Number 006-150-003.

WHEREAS, an application for a revised General Plan/Zoning Amendment application was received on the 29th day of August 2022 from Kenneth G. and Janet M. LeBlanc to reclassify and rezone a 6.22-acre parcel located at 7548 Henness Circle (APN 006-150-003), Yosemite CA 95389 within the Yosemite West Special Plan Area; and

WHEREAS, the General Plan/Zoning Amendment proposes the reclassification of the parcel from the Residential land use classification within the Yosemite West Special Planning Area to the Special Plan land use classification and a zone change on the Mariposa County Zoning Map from Rural Residential to a new zone called Yosemite West Mixed-Use Zone; and

WHEREAS, the General Plan/Zoning Amendment is necessary to reclassify and rezone the parcel in order to allow the development of the subject parcel with uses that are needed to serve the vacation rental sector in the community of Yosemite West; and

WHEREAS, the project is informally known as Scenic Wonders and involves the development of multi-family/employee housing, a centralized laundry facility, fuel storage facilities, and uses appurtenant to the primary uses, such as septic systems and water storage and distribution facilities; and

WHEREAS, the revised General Plan/Zoning Amendment application was accompanied by a revised site plan, written project narrative and numerous studies and additional information pertaining to the proposed development on the parcel; and

WHEREAS, an application for a formal Site Plan Review was received from the KL Land and Water LLC (Kenneth G. LeBlanc, Manager) on the 11th day of May 2023 for the Scenic Wonders development project on the parcel as a complementary application to the General Plan/Zoning Amendment application; and

WHEREAS, the project potentially involves APN 006-150-002; 7549 Henness Circle (31+ acres) and APN 006-150-006, 7555 Henness Ridge (15+ acres) Yosemite, CA 95389; the parcels potentially may contain infrastructure associated with project development; and

WHEREAS, the project is proposed by Scenic Wonders to facilitate the functioning of its vacation rental management business in Yosemite West by providing housing for staff, which will address the need for affordable housing for its local workforce in Yosemite West, and to centralize certain activities such as vacation rental laundry services to reduce operational impacts in the community; and

WHEREAS, the site plan and development proposal submitted by the project applicant are consistent with the new land use classification and zone proposed for the project site; 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. 2023080273; 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 Planning Commission public hearing was scheduled for the 15th day of September 2023; and

WHEREAS, at the Planning Commission meeting on the 15th day of September 2023 the Planning Commission took action to open the public hearing and continue the public hearing for consideration of the project to the date-certain 6th day of October 2023, per the applicant's request; and

WHEREAS, the Planning Commission did hold the continued public hearing on date-certain 6th day of October 2023 and considered 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; and

WHEREAS, at Planning Commission meeting on the 6th day of October 2023 the Planning Commission took action and recommended that the Board of Supervisors adopt a resolution adopting a Mitigated Negative Declaration and approving General Plan/Zoning Amendment Application No. 2020-096 as amended by Planning staff and Site Plan Review Application No. 2023-064 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 zone change; and

WHEREAS, a duly noticed Bord of Supervisors public hearing was scheduled for the 21st day of November 2023; and

WHEREAS, the Board of Supervisors did hold the public hearing on the 21st day of November 2023 and considered the Planning Commission Recommendation, 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; and

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby approve the following actions:

1. Adopt a Mitigated Negative Declaration with findings, conditions, mitigation measures and mitigation monitoring program as set forth in Exhibits 1, 2, 3 and 4 of this resolution; and

2. Approve General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 with findings, conditions, mitigation measures and mitigation monitoring program as set forth in Exhibits 1, 2, 3 and 4 of this resolution, with the land use change to be effective on the effective date of the zone change. The proposed Yosemite West Special Planning Study Area Land Use Diagram shown in Volume II of the General Plan shall be amended to apply the Special Plan land use classification to APN 006-150-003. General Plan text is recommended to be amended as follows: *(add the following section to the Mariposa County General Plan)*

5.3.06 SPECIAL PLAN LAND USE CLASSIFICATION

A. Purpose

The Special Plan land use classification identifies lands for mixed-use development to address the specific need of the Yosemite West Special Planning Area.

B. Extent of Uses

Single family dwellings, accessory uses, vacation rental and bed and breakfast facilities, multi-family residential uses to house employees who work in the vacation rental sector in Yosemite West, maintenance support facilities that support home enterprises and vacation rental service businesses, and laundry facilities not for public use. Bulk storage of gasoline, propane, or similar petroleum products for private use subject to a discretionary permit.

C. Zoning Consistency

The following zone is consistent with the purpose of the Special Plan land use classification:

Yosemite West Mixed-Use Zone

D. Population Density and Building Intensity

Maximum number of dwelling units: Twenty (20) per legally existing parcel.

Maximum building intensity: Four thousand (4,000) square feet per multi-family structure on the parcel. Five thousand (5,000) square feet per any commercial and private office structures on the parcel. A total of twenty-five thousand (25,000) square feet for all single family, multi-family, commercial and private office space structures. Total square footage for bulk storage facilities shall be determined through the discretionary permit process.

Average population density: 0.117 persons per acre of gross land area.

E. SITE PLANS REQUIRED

Approval of a Site Plan Review application, or a discretionary permit application, when applicable, shall be required for all development within the Special Plan land use classification.

F. FRONTAGE ON MAINTAINED ROAD

Safe access is required for Special Plan development. Development within the classification will be required to front on a maintained road meeting County road and State Fire Safe Standards.

3. Adopt an ordinance amendment to Title 17, Mariposa County Zoning Ordinance, to add a new chapter called Yosemite West Mixed-Use Zone pursuant to General Plan/Zoning Amendment Application No. 2020-096. Proposed text for the new chapter is as follows:

(Add the following new chapter to Title 17, Mariposa County Code)

Chapter 17.106

Yosemite West Mixed-Use Zone (YWMU)

Sections:

17.106.010 Purpose and Intent
17.106.020 Development standards for YWMU
17.106.030 Procedures for approval of a YWMU project

17.106.010 Purpose and Intent.

The Yosemite West Mixed Use Zone is designed to provide a land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West.

17.106.020 Development Standards for YWMU.

A. Uses:
   1. Permitted uses:
      a. Multi-family housing;
      b. Laundromats not for public use;
      c. Maintenance support facilities for servicing local home enterprises and vacation rentals;
      d. Private office space;
      e. Self-storage facilities for private use;
      f. One (1) single family residence and one (1) secondary residence with appurtenant accessory structures, including, but not limited to, equipment sheds and detached garages;
      g. Vacation rental and bed and breakfast facilities in accordance with all applicable standards of Mariposa County Code.

   2. Conditional uses:
      a. Bulk storage of gasoline, propane, or similar petroleum products for private use.

   3. Prohibited uses:
      All other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

B. Structure height

No building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.

C. Structure setbacks from property lines and streets for all uses:
   a. Street and front yard: the front yard setback shall be a minimum of fifty-five (55) feet from the centerline of a local street and a minimum of twenty-five (25) feet from the nearest point on a front property line or edge of any right-of-way boundary of a local street;
   b. Side yard: the side yard setback shall be a minimum of fifteen (15) feet from a side property line;
   c. Rear yard: the rear yard setback shall be a minimum of twenty (20) feet from a rear property line.
   d. Uses permitted in setback areas:
      1. Wells, traffic signs, signs, rural mail boxes, fences, gates, propane tanks, uncovered walkways, driveways, and underground utilities and appurtenant above-ground structures. (Any use placed in a front yard setback shall not interfere with vehicle sight distance along roadways.)
      2. All other uses are prohibited in setback areas.

D. Building to building setbacks:
   Building to building setbacks shall be a minimum of fifteen (15) feet.

E. Building intensity and density:
   a. Commercial structure development, such as laundromat facilities, shall not exceed a total of 5,000 sq. ft.
   b. Multi-family housing development shall not exceed a total of 4,000 sq. ft. per building.
   c. Total development on a parcel shall not exceed 25,000 sq. ft. of building space.
   d. Multi-family housing shall not exceed four dwelling units per acre.

F. Signage and lighting:
   a. Project signage, excluding address and traffic signs, shall be not exceed three separate signs on a parcel. Total signage shall not exceed 50 sq. ft. Neon signs shall be prohibited.
   b. Exterior lighting shall conform to International Dark Sky Standards.

G. Minimum parking space requirements:
   a. Studio or one-bedroom apartments – one and one-half (1.5) parking spaces per unit.
   b. Two (2) or more bedroom apartments or single family residential – two (2) parking spaces per unit.
   c. Laundry facilities not for public use – two (2) per facility.
   d. Minimum spaces for vacation rental and bed and breakfasts shall be as required by appropriate sections of County code.

H. Internal driveways and parking space surfacing:
   Internal driveways serving multi-family and commercial uses shall be surfaced with concrete or asphalt paving.

I. Permitting and construction:

Septic/sewage systems shall be installed prior to the issuance of building permits for structures served by those systems.

J. Minimum parcel or lot size:
Minimum size of a parcel or lot shall be five (5) acres.

17.106.030 Procedures for approval of a YWMU project.

a. Site plans for single family residential and appurtenant uses, such as private office space and self-storage facilities for private use, in the YWMU zone shall be prepared in accordance with the standards contained in Section 17.08.140 of this title. Site plans for additional permitted uses in the YWMU zone, excluding vacation rental and bed and breakfast uses, shall be prepared in accordance with Section 17.08.150 of this title.
b. Site plans described in a. above are subject to the processing procedures contained in Section 17.08.160 of this title.
c. Application and approval of vacation rental and bed and breakfast uses are subject to the provisions of Section 17.108.180 of this title.
d. Conditional uses are subject to the provisions of the Conditional Use Permit process contained in Section 17.112 of this title.

4. Adopt an ordinance amendment the Mariposa County Zoning Map to change the zoning on APN 006-150-003 from the Rural Residential Zone to the Yosemite West Mixed-Use Zone.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 21st day of November 2023 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Exhibit 1
Recommended Findings of Approval for GP/ZA Application No. 2020-096 and Site Plan Review No. 2023-064

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan/ Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064.

1. **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 impacts of a project are mitigated to a less-than-significant level.

   EVIDENCE: The Initial Study and a Mitigated Negative Declaration were prepared for General Plan/Zoning Amendment No. 2020-096 and Site Plan Review No. 2023-064 for the project 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 for a Mitigated Negative Declaration, requires a finding that the significant impacts of a project are mitigated to a less-than-significant level.

   The General Plan/Zoning Amendment No. 2020-096 and Site Plan Review No. 2023-064 Initial Study concluded that all project impacts would be mitigated to a less than significant level 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.

2. **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 approval of this General Plan/Zoning amendment allows for the construction of a project that will be a key component in the servicing of vacation rental businesses in the community of Yosemite West. The multi-family units to house employees of a vacation rental service business and the central laundry facility servicing vacation rentals are not allowed by the land use classification and zoning currently governing the project site. The amendment will allow these uses. The provision of housing for vacation rental sector employees in close proximity to their employment will have the effect of reducing longer vehicle trips in the general vicinity of Yosemite West that currently occurs due to lack of housing in the community. A centralized laundry facility will avoid multiple trips that currently occur throughout the community while vacation rentals are being serviced after use. The Initial Study/Mitigated Negative Declaration prepared and adopted for the project finds that potentially significant impacts on public health, safety, peace, and welfare from the project can be reduced to a less than significant level with application of mitigation measures. The site plan for the project considered under Site Plan Review Application No. 2023-064 is consistent with the Special Plan land use classification and Yosemite West Mixed-Use Zone.

3. **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/zoning amendment implements the Mariposa County General Plan. The property to be reclassified and rezoned is located in the Yosemite West Special Planning Area. The General Plan directs that a special plan will be prepared for the Yosemite West Special Planning Study Area as shown on the land use diagram for the area contained in the Mariposa County General Plan. Reclassifying the project site to the "Special Plan" land use classification within the Yosemite West Special Planning Area is a designation that will be applied to the entirety of the Yosemite West area at a future date. In the interim, the land use classification "Special Plan" will apply only to the 6.22-acre project parcel.

The General Plan describes the purpose of a special plan as addressing the specific issues of local importance for the planning area. Consistent uses will be defined in the special plan. Reclassifying the project site to the Special Plan Land Use Classification and rezoning to the new Yosemite West Mixed-Use Zone has the effect of allowing uses that address needs in the Yosemite West Special Planning Area. Vacation rentals are a significant economic sector in Yosemite West and allowing the construction of multi-family housing units for workers in that sector directly addresses a housing deficit issue that is specific to Yosemite West due to the community's isolated geographic location. The centralized laundry facility that will serve the vacation rental sector also addresses a specific need. The amendment that will allow the development proposed by the site plan will address both long term and short term needs in Yosemite West and therefore provides sound planning in accordance with the General Plan.

The Yosemite West Mixed-Use Zone will be incorporated into the Special Plan land use classification as a consistent zoning district.

4. 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.

5. FINDING: This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

EVIDENCE: The development of a multi-family housing project is consistent with the goals and policies contained in the General Plan's Housing Element. Section 8.6.04 of the Element contains housing objectives and programs. Objective Two addresses the provisions of affordable housing. Text in this section states:

> *There is very limited inventory of available housing affordable to nearly any income category. Those needing affordable housing are very low, low and moderate income households, including those households in the year round and seasonal workforce whose incomes are in these categories. The relatively remote and rural nature of the County makes the provision of affordable workforce housing especially important for community sustainability.*

Program B.2.2 in this Housing Element section calls for the County to collaborate with the National Park Service and its concessioner, the County's lodging industry, and private enterprise to resolve housing issues. Section B.2.2.d)2. within this program section mandates that the County identify appropriate locations within Special Planning Areas, Town Planning Areas, and Community Planning Areas for the development of workforce housing.

Objective Three; Providing Adequate Sites and Services, states:

> *The County shall continue to provide sites and areas within Town and Community Planning Areas for development of housing to accommodate its share of the regional housing need. The County will ensure that zoning regulations allow the exercise of flexible zoning to allow housing development in close proximity to transportation facilities and employment.*

Section C.2.3.1 of the program section to implement this Housing Element objective states:

> *Whenever the County updates its zoning ordinance, general plan or area plans, it shall ensure that enough land is set aside for all types of residential development, including mixed-use development provisions.*

There is an expressed need for the provision of housing for hospitality workers in Mariposa County. The amendment, which allows the development of multi-family housing in a mixed-use zone, is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan, specifically the Housing Element.

Section 5.3.01(B)(1) of the General Plan cites the purpose of a Special Planning Area is to address the specific issues of local importance for the planning area. This section states that consistent uses will be defined in the special plan. The General Plan directs that Area Plans be developed for each Planning Area in the County. The plan for the Yosemite West Special Planning Area would be called a Special Plan. Such a plan has not been developed for Yosemite West. The reclassification of the subject 6.22-acre parcel from the Residential land use classification to the Special Plan land use classification is an interim measure to allow a needed mixed-use project to be located in the Yosemite West community until a Special Plan for the entirety of the Yosemite West Special Planning Area is adopted. In the interim, the Yosemite West Mixed-Use Zone is considered consistent with the Special Plan land use classification.

In addressing governing land use regulations for Planning Study Areas without adopted Area Plans such as Yosemite West, Section 5.3.01(I)(2) of the General Plan states the following: *"…the General Plan land use classifications as shown on the interim land use diagrams in Volume II* (of the General Plan) *shall apply until the appropriate town, community or special is adopted by the Board of Supervisors."* The interim land use diagram for the Yosemite West Special Planning Study Area is amended by this general plan amendment in order to implement the General Plan mandate that Special Planning Areas are to address specific issues of local importance for the planning area.

Implementation Measure 5-3a(1) of the General Plan requires that prior to consideration of an application to change a land use classification into a non-residential land use classification, the subject property shall front on or shall have direct access to a maintained road. Implementation Measure 5-3a(2) requires that prior to consideration of a change of zoning district from residential into a commercial or industrial zoning district, the subject property shall be found to be located on a maintained road. The 6.22-acre parcel takes direct access from Henness Circle, a county-maintained road.

6. **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 subject parcel that is reclassified and rezoned has adequate access from Henness Circle. The site plan shows that no vehicles will need to back out onto Henness Circle to exit the site. The internal roadway system will be constructed to all applicable commercial standards contained in the Mariposa County Road Improvement and Circulation Policy and the Improvement Standards. Development on the project site will be served by a state-approved drinking water system and a County-approved septic disposal system. The project is compatible with adjoining land uses, i.e. the condominiums located on an immediately adjacent site. The 6.22-acre subject parcel can accommodate the development that is allowed to be placed on the site with the approval of the general plan/zoning amendment. Adequate emergency ingress/egress is provided and final circulation design will be reviewed and approved by Mariposa County Fire/CAL FIRE. The project provides adequate room for septic disposal. The project has access to off-site parcels through easements for the placement of additional infrastructure, if needed. Development on the site will be subject to all applicable state and local codes and regulatory standards.

7. **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: The mixed-use zone will allow for the development of housing for employees of a business enterprise that serves the vacation rental sector in Yosemite West. This sector is a significant component of development in Yosemite West and the multi-family employee housing and central laundry facility development, which is allowed by the zone change, will assist the vacation rental service business to enhance its service to its customers. The provision of housing for employees that is in close proximity to their area of employment has the potential to stabilize the workforce by reducing job turnover.

Exhibit 2
Recommended Project Conditions and Mitigation Measures for Site Plan Review Application No. 2023-064

File Number: GP/ZA Application No. 2020-096 and Site Plan Review Application No. 2022-064

The following conditions were established for this project in order to ensure compliance with county codes and policies and compliance with CEQA.

1. General Plan/Zoning Map Amendment Application (GP/ZA) No. 2020-096 changes the land use classification of all of a 6.22-acre parcel (APN 006-150-003) from Residential to Special Plan and rezones the parcel from Rural Residential to Yosemite West Mixed-Use Zone. The reclassification and rezone of the property will allow for the construction of the following under Site Plan Review Application No. 2023-064:

   Phase I:
   Two single-family residences and a detached garage and storage as approved under current zoning.

   Phase II as approved under Site Plan Review Application No. 2023-064

   - Ten (10) 1-bed, 1 bath multi-family units with laundry facilities
   - Four (4) two bed, 1 bath units with laundry facilities
   - Garage/Central laundry facility/apartment

   Total Square footage for Phase II structure development is 11,000 sq. ft.

   Thirty parking spaces 10’ by 20’ feet in size shall be reserved for the multi-family units and the garage/laundry/apartment facility. Nine (9) in-line parking spaces shown on the revised parking plan dated April 27, 2023 shall be reserved for seasonal snow removal and additional equipment. In-line spaces shall not be used to serve multi-family and laundry facility uses. Fourteen (14) spaces are to be used for the Phase I development.

   Appurtenant uses, including septic and water systems, to serve the development.

   (Planning Department Recommendation)

2. Final site plans and on-site construction shall be in substantial conformance to the project site plan dated November 10, 2022, the revised parking plan dated April 27, 2023 and the Fire Flow Analysis Report dated May 8, 2023. Prior to the issuance of any site disturbance, building or grading permits, the applicant shall submit final site plans based on construction plans. All physical construction for the project shall be in substantial conformance with the approved plans.

   (Planning Department Recommendation)

3. A conditional use permit shall be required to be obtained in order to place bulk fuel storage facilities on the project site.

   (Planning Department Recommendation/Zoning Standards for the Yosemite West Mixed-Use Zone)

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.

   Fire Flow infrastructure shall be allowed to be adjusted on-site as may be required during review of final design plans by responsible fire agencies.

   (Planning Department Recommendation)

5. This project is approved as of November 21, 2023. This approval shall expire 3 years to the date of the effective date of the Ordinance. 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 November 21, 2026. Time extension fees may be required.

   (Planning Department Recommendation)

6. Prior to issuance of a Certificate of Occupancy for Phase II development or commencement of project operation, the Planning Director shall verify that all conditions and mitigation measures have been satisfied.

   (Planning Department Recommendation)

7. Fire flow demand, fire flow volume, fire service line sizing, fire sprinkler system lead-in sizing and domestic water main sizing, as well as building fire separation shall be implemented in accordance with the recommendations described in the fire flow analysis prepared by Engineering Fire Protection dated May 8, 2023 and reviewed and approved with conditions by the Mariposa County Fire Department. Amendment(s) to the proposed facilities shall be approved by the Mariposa County Fire Department prior to installation. Written evidence of the approval of any amendment(s) shall be provided to Mariposa Planning prior to installation.

   (Planning Department Recommendation)

Traffic/Access, and Circulation:

8. A commercial driveway encroachment permit(s) for Henness Circle shall be obtained from the Mariposa County Public Works Department prior to issuance of grading and/or building permit and/or prior to any construction within the Henness Circle right-of-way. All required encroachment improvements for the project (including access and any utilities) shall be completed and approved by the Public Works Department prior to issuance of a Certificate of Occupancy. The project applicant shall provide evidence of Public Works' approval of the encroachments to the Planning Department prior to the issuance of a Certificate of Occupancy for any component of the project.

   (Planning/Public Works Recommendation)

9. All proposed on-site driveway/roadway improvements serving the multi-family units and the central laundry facility shall be completed in accordance with the Mariposa County Road Improvement and Circulation Policy (RICP) and/or the County Improvement Standards or both, and shall be approved

by the County Engineer or a licensed civil engineer with a signed, wet-stamped letter indicating that the improvements meet the RICP and the County Improvement Standards. Engineered improvement plans prepared by a Registered Civil Engineer shall be required and approved by the County Engineer prior to commencement on the proposed road improvements.

(Chart A Minimum Road Standards – Commercial and Industrial, Road Improvement and Circulation Policy)

(Planning Department Recommendation)

10. Internal driveways/roadways shall be designed and constructed in accordance with all applicable provisions of Public Resources Code 4290. CAL FIRE shall provide the Planning Director with a letter certifying 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)

11. An encroachment permit for any disturbance in the Henness Circle right-of-way from the installation of stormwater drainage facilities shall be obtained from the Mariposa County Public Works Department prior to any work commencing in that area. Written evidence of the approval of an encroachment permit shall be provided to Mariposa Planning.

    (Public Works Department/Mariposa Planning Recommendation)

12. Prior to the commencement of any grading, building, encroachment improvements, frontage improvements, construction or other maintenance activities on the project site and/or within off-site easement areas, a consultation meeting with the Public Works Department, the Planning Department, the applicant, the agent, the grading or construction contractor, Building Department County Fire, Environmental Health Unit and CALFIRE shall occur. All costs associated with the consultation shall be the responsibility of the applicant.

    (Planning Department Recommendation)

13. The parking areas shall comply with all handicapped accessibility requirements as established by Title 24 of the California Code of Regulations. The Building Director shall approve the parking lot pursuant to these regulations prior to issuance of a grading permit for the project. Verification by the Building Director that the parking areas meets Title 24 of California Code of Regulations shall be required prior to issuance of Certificate of Occupancy.

    (Title 24, California Code of Regulations)

14. Prior to issuance of a building and/or grading permit for any component of Phase II of the project, any applicable and required permit for all commercial truck and equipment traversing the Park to access the project site shall be obtained from the Superintendent of Yosemite National Park in accordance with Section 5.6 of Title 36, Code of Federal Regulations. Any permit obtained by the project proponent shall be provided to Mariposa Planning prior to issuance of a building and/or grading permit.
    (Title 16, Section 5.6, Code of Federal Regulations)

Grading, Drainage and Construction:

15. All grading and/or road improvement work required of this project shall comply with the Mariposa County Improvement Standards and all requirements contained therein. Engineered improvements plans prepared by a Registered Civil Engineer are required for any improvement required as a condition of approval for this project. The plans shall be approved by the County Engineer prior to commencement of construction of the required improvements.

    (Planning Department Recommendation)

16. Construction of on-site structures shall be in accordance with the conclusions and recommendations contained in the geotechnical investigation prepared by SALEM Engineering Group titled *Geotechnical Engineering Investigation, Proposed Residential Development, Scenic Wonders Employee Housing, Yosemite West, Yosemite National Park, California* and dated November 16, 2022. Building and/or grading permit plans must include verification by a licensed engineer that the plans conform to the Geotechnical Engineering Investigation as stated in this condition prior to building permit issuance.

    (Planning Department Recommendation)

17. Prior to the issuance of a grading or construction for the project, the project proponent shall submit a stormwater drainage plan prepared by a qualified professional to be reviewed and approved by the County Engineer. In addition to addressing all applicable regulations and standards governing the design of stormwater drainage systems, including those contained in the Mariposa County Improvement Standards, the plan shall address all concerns raised by the County Engineer in letters dated August 19, 2020 and August 27, 2020 that were submitted to Mariposa Planning and made available to the project proponent. The installed system shall be approved by all inspection authorities prior to the issuance of a certificate of occupancy for the project. An encroachment permit for any disturbance in the Henness Circle right-of-way shall be obtained from the Mariposa County Public Works Department prior to any work commencing in that area. Written evidence of the approval of the design and installation of the stormwater drainage plan shall be provided to Mariposa Planning upon receipt of approval.

    (Public Works Department/Mariposa Planning Recommendation)

18. No site disturbance activities shall commence without the issuance of a building or grading permit, unless that activity is minor in nature and doesn't necessitate a permit. All grading work and erosion control work shall meet Building Department and County Engineer Requirements prior to grading permit final. Grading and drainage system improvements on the project site shall also comply with applicable requirements contained in Appendix J, California Building Code. Verification by the Building Director and County Engineer that construction meets requirements shall be required prior to issuance of Certificate of Occupancy.

    (Planning Department Recommendation/California Building Code Appendix J as Adopted by the Mariposa County Board of Supervisors; Section 17.336.080, Mariposa County Code)

19. Immediately upon completion of the required grading, road and encroachment improvements, the applicant shall re-vegetate all exposed soils and install other erosion control measures as recommended by the Resource Conservation District (RCD). The applicant shall also contact the RCD for an inspection. Inspection fees shall be the responsibility of the 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)

20. The applicant shall obtain a General Permit for Discharges of Storm Water Associated with Construction Activity from the Regional Water Quality Control Board (RWQCB) prior to initiation of any grading activities on the site. A copy of the approved permit shall be submitted to the Planning Department by the applicant prior to issuance of a grading permit. All provisions and requirements of the permit shall be completed prior to completion of the project. The applicant shall submit to the Planning Department evidence that the permit requirements have been met to the satisfaction of the RWQCB. The applicant shall also be subject to the following RWQCB requirements:

    a. Prior to issuance of the grading and/or building permit for the project, the applicant shall submit a SWPPP and a valid WID number issued by the State Regional Water Quality Control Board.
    b. Prior to issuance of a certificate of occupancy for the project, the applicant shall provide a sign off showing that all conditions have been met and accepted as well as a Notice of Termination from the State Regional Water Quality Control Board.

    (State Water Quality Control Board Order No. 99-08-DWQ, National Pollutant Discharge Elimination System)

Fire/Emergency Conditions:

21. The project proponent shall prepare an evacuation plan for guests and staff for utilization in evacuation events that shall be made part of the project's employee training program. The project proponent shall submit the evacuation plan to CAL FIRE/Mariposa County Fire for review and approval prior to issuance of a Certificate of Occupancy for any component of Phase II development on the project site. Evidence of fire agency approval of the evacuation plan shall be submitted to Mariposa Planning.

    (Planning Department 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. Prior to issuance of a certificate of occupancy for the first completed structure part of Phase II of site development, The project proponent shall prepare a vegetation maintenance plan to ensure fire safe clearances are implemented around structures and submit that plan to CAL FIRE for review and approval. The project proponent shall provide Mariposa Planning with verification that CAL FIRE has approved the plan prior to occupancy of the Phase II development structures.

    (Planning Department Recommendation)

23. A training and maintenance program shall be implemented by the project proponent if project employees are to use fire equipment. The program shall be approved by the Mariposa County Fire Department prior to the issuance of certificates of occupancy for any component of Phase II

development on the project site. Verification that the program has been approved by County Fire shall be provided to Mariposa Planning by the project proponent.

(Mariposa County Fire Department)

24. The project proponent shall implement a fuel management plan on the 6.22-acre project site in accordance with all applicable provisions of State Fire Safe Regulations and shall submit that plan for review and written approval by applicable fire agencies prior to the issuance of a certificate of occupancy for any structure in Phase II development. Evidence of fire agency approval of the fuel management plan shall be provided to Mariposa Planning.

    (14 CCR, Division 1.5, Chapter 7 Fire Protection, Subchapter 2, Articles 1-5. SRA Fire Safe Regulations)

General Conditions:

25. Prior to the issuance of a Certificate of Occupancy for any habitable structure in Phase II of site development, the project proponent shall obtain a drinking water permit from the State Water Resources Control Board – Division of Drinking Water (State Water Board). The project proponent shall provide Mariposa Planning written evidence that the permit has been obtained.

    (State Water Resources Control Board Requirement)

26. In accordance with the standards for the Yosemite West Mixed-Use Zone, 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. 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. Prior to issuance of any building or grading permits, the permit holder shall provide the Director of Public Works with a Plan for Annual Maintenance of all on-site roads and access lanes. The Plan for Annual Maintenance shall include, at a minimum:

    a. Provisions for snow removal on all on-site driveways, travel ways and aisles, including the parking areas
    b. Provisions maintaining access to refuse containers and the on-site wastewater and water system infrastructure.
    c. The method by which the Plan will be implemented through regular facility employees or by contract. Copies of executed contracts may be submitted with the Plan.

d. Provisions for the exclusive use of non-contaminated sand during winter mqnths, as may be applicable.
e. Evidence of any necessary easements or contractual access agreements with offsite property owners, if necessary.

29. 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)

30. All applicable APCD requirements shall be met at pre-building or pre-grading permit issuance, during construction, prior to occupancy, and during operation to the satisfaction of the County Air Pollution Control Officer.

    (Planning Department Recommendation)

31. 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)

32. 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 ($2,764.00 as of January 1, 2023) and County Clerk fee ($50 as of January 1, 2023) shall be paid by the applicant within five (5) working days of the approval of the application on November 21, 2023 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 November 28, 2023 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 **$2814.00 (**effective January 1, 2023), 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 Code.

(State Fish and Wildlife Code)

Mitigation Measures:

33. 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.)

    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.

(Mitigation Measure 4.a.1. [*Mitigation measure nos. are as they are shown in the Initial Study and additional project documentation*])

34. 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 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.

    (Mitigation Measure 4.a.2)

35. 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.

    (Mitigation Measure 4.a.3)

36. 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, 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.

    (Mitigation Measure 4.a.4)

37. 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 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.

    (Mitigation Measure 4.a.5)

38. 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 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.

(Mitigation Measure 4.a.6)

39. 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 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.

    (Mitigation Measure 4.c.1)

40. 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.
    - 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.

    (Mitigation Measure 4.c.2)

41. 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.

(Mitigation Measure 4.d.1)

42. 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.

(Mitigation Measure 5.a.1)

43. 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.

(Mitigation Measure 7.e.1)

44. 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.
(Mitigation Measure 17.c.1)

Exhibit 3
Recommended Mitigation Monitoring Program for Site Plan Review Application No. 2023-064

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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	plant species (the construction schedule can proceed whether the CDFW collects seed or not.) *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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting

	Fish and Wildlife Service (USFWS) protocols to determine if the species inhabit the affected area. Each survey shall 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.	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.*	This mitigation measure

	Within 14 days of the commencement of construction or 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.	will be monitored by the 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 on the project site, and how to document wildlife mortalities*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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 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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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 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.*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

	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.	
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.* • *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*	This mitigation measure will be monitored by the Mariposa County Planning Department through the project construction permitting process.

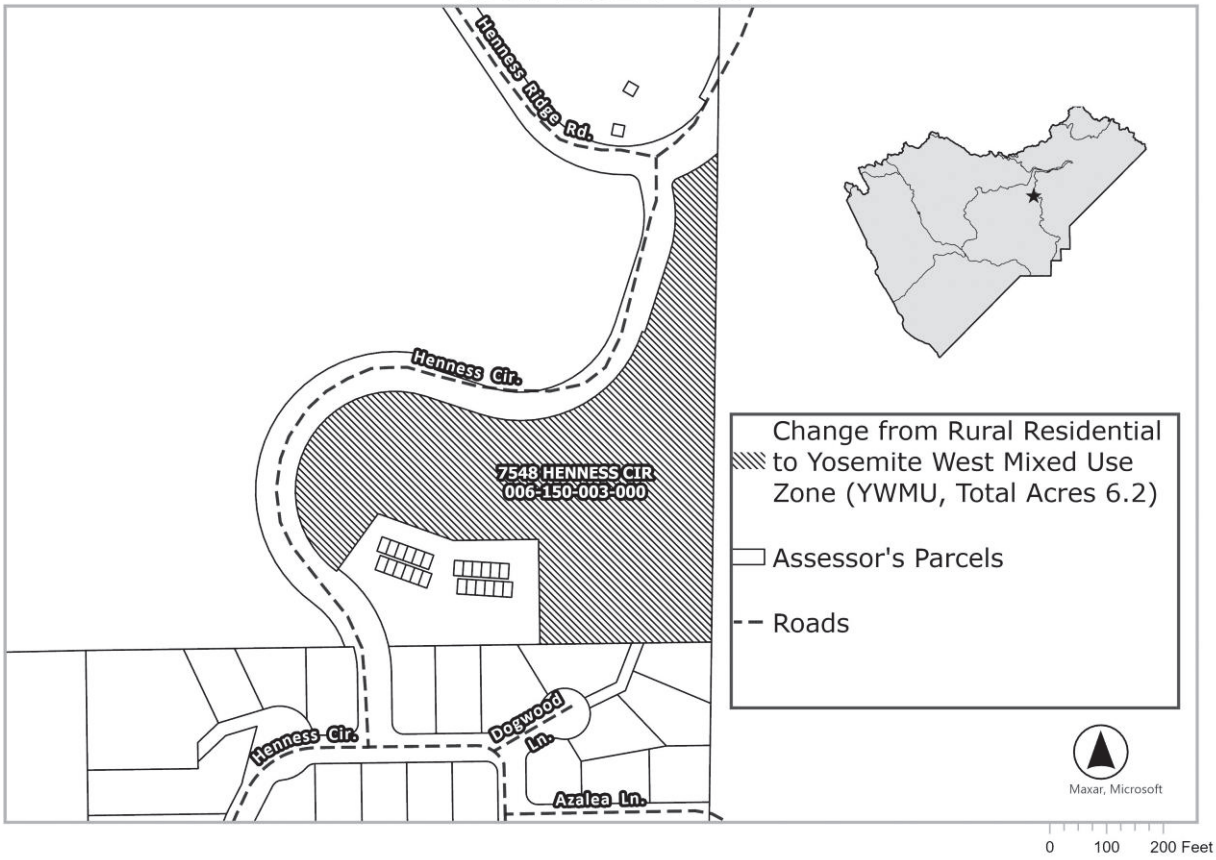
	construction activities. *The project proponent shall provide a copy of the best management practices identified above to all contractors, subcontractors and any other entity conducting grading or construction activities on the project site prior to that entity engaging in any such activities. Prior 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,*	The project proponent or his on-site designee shall be responsible for ensuring compliance with this mitigation and the Mariposa County Planning Department will

	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.	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 septic system that serves that structure shall be approved and installed.*	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.

Exhibit 4

Mariposa County Land Use Map to change the zoning on APN 006-150-003 from Rural Residential to the Yosemite West Mixed-Use Zone

General Plan Zoning Amendment No. 2020-096



General Plan/Zoning Amendment Application No. 2020-096 & Site Plan Review Application No. 2023-064

Scenic Wonders- Employee Housing and Vacation Rental Management Business

Board of Supervisors

November 21, 2023- Public Hearing

Project Consideration and Action

Applicant: Kenneth G. and Janet M. LeBlanc

Project Background

- General Plan Land Use
  - Yosemite West Special Plan Area
- Zoning
  - Rural Residential
- Current on-site uses
  - Two single family residences under construction
- Adjacent Land Uses
  - North - Mariposa County Maintenance Yard
  - East - Yosemite National Park
  - South - Yosemite West Condominiums
  - West - Vacant

Project Background

- The Project involves the following actions:
- General Plan Amendment
  - Planning Area – Special Plan Area
  - Requires text and map change
- Zoning Amendment
  - Rural Residential Zone to Yosemite West Mixed-Use Zone
  - Requires Text and Map change
- CEQA
  - Initial Study - Mitigated Negative Declaration
- Site Plan Review- Project/Site Development
  - Requires compliance with County and outside agency permit requirements

Mariposa County Planning Department
Project Vicinity Map

PROJECT TYPE: GPZA 2020-096 & SITE PLAN REVIEW 2023-064

APPLICANT: K L WATER AND LAND CO.

APN: 006-150-003-000

SITE ADDRESS: 7548 HENNESS CIRCLE, YOSEMITE NATIONAL PARK, CALIFORNIA 95389

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Wednesday, June 14, 2023

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 01/2023

Map Credit: BEN OGREN, Sr. GIS Specialist

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
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mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

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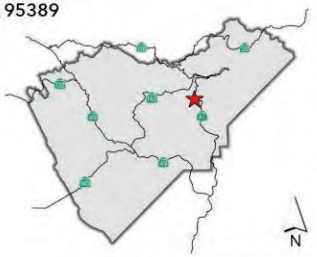

Location in Mariposa County

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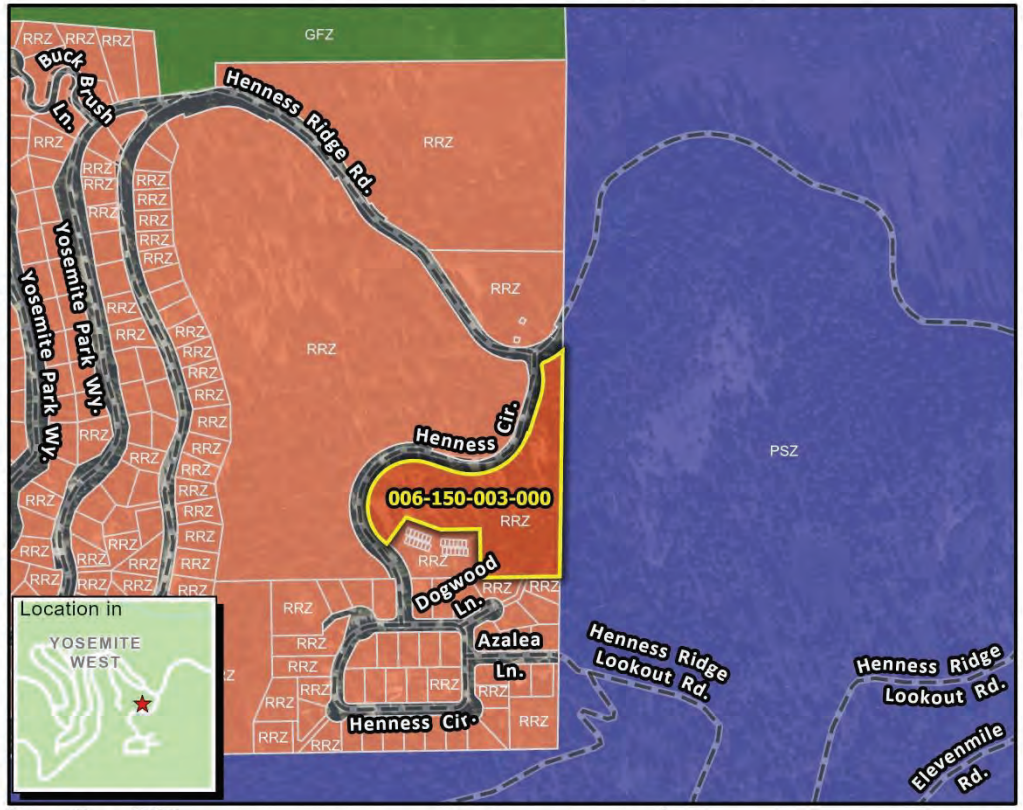
Mariposa County Planning Department
Project Vicinity Map



PROJECT TYPE: SITE PLAN REVIEW 2023-064

APPLICANT: K L WATER AND LAND CO.

APN: 006-150-003-000

SITE ADDRESS: 7548 HENNESS CIRCLE, YOSEMITE NATIONAL PARK, CALIFORNIA 95389

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Thursday, September 7, 2023

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 01/2023

Map Credit: Ethan Smith, GIS Specialist I/II

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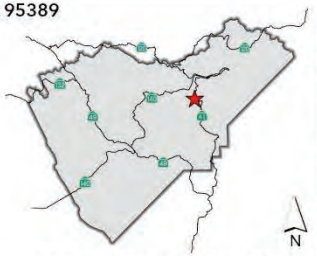

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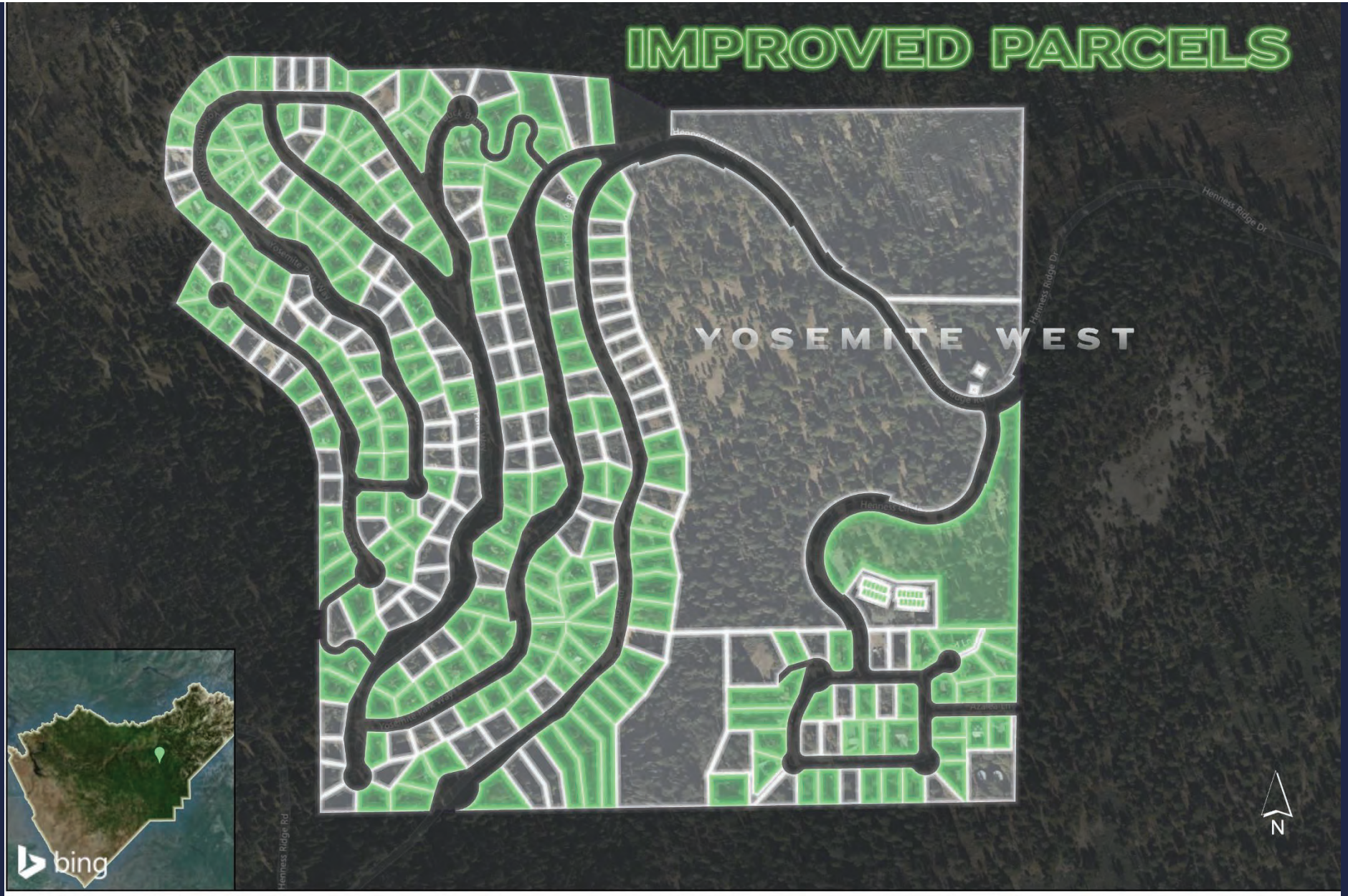
IMPROVED PARCELS



NUMBER OF PARCELS IN YOSEMITE WEST : 351

NUMBER OF IMPROVED* PARCELS IN YOSEMITE WEST : 232

*Improved means parcels with a structure value greater than $0.

Creation Date: 9/6/2023 | Data Date: 6/9/2023

2 OUT OF 3 PARCELS ARE IMPROVED

IMPROVED PARCELS

NUMBER OF PARCELS IN YOSEMITE WEST : 351

NUMBER OF IMPROVED* PARCELS IN YOSEMITE WEST : 232

NUMBER OF VACATION+ RENTALS : 116

2 OUT OF 3 PARCELS ARE IMPROVED

HALF OF THOSE ARE VACATION RENTALS

*Improved means parcels with a structure value greater than $0. +Rental unit numbers represent minimum possible count. There may be >1 rental unit per parcel.
Creation Date: 9/6/2023 | Data Date: 6/9/2023

Project Summary Description

- APN 006-150-003 - 7548 Hennes Circle, Yosemite, CA 95389
- - 6.22 acre parcel proposed for multi family housing and support for vacation rental management business

- Additional parcels involved or potentially involved for infrastructure:
- APN 006-150-002; 7549 Henness Circle (31+ acres) and APN 006-150-006, 7555 Henness Ridge (15+ acres) Yosemite, CA 95389.

Project Summary Description

- Existing- 2 Single Family Residential Units under construction (Permitted uses referred to as Phase I)
  - Support infrastructure, driveway and well etc.
- Proposed- Mixed Use Employee Housing And Vacation Rental Support Facilities (6.22 Acre site)
  - 14 Multi Family Dwelling Units, a mix of 1 and 2 bedroom units, and a 1-unit apartment
  - Total multifamily unit count -15

Project Summary Description

- Laundry Facility
  - 600 sf garage conversion
- Parking
  - Total of 53 Spaces
- Water Storage Tanks
  - Domestic and Firefighting purposes 2 at 25,000 gallons each- 50,000 gallons total
- Bulk Fuel Tanks
  - 2 x1000 gallons each Fire Rated above ground tanks with secondary containment
  - For project use and emergency vehicles as needed

Project Summary Description

- Access from Hennes Ridge Road
  - Internal access routes and drive aisles
  - Internal pedestrian pathways
- Lighting (International Dark Sky Association Compliant)
- Vegetation/Landscaping- To meet CALFIRE Firesafe requirements
- Supporting utilities and infrastructure
  - Utility Undergrounding (except propane if needed)
- Emergency Access and Fire Protection Elements

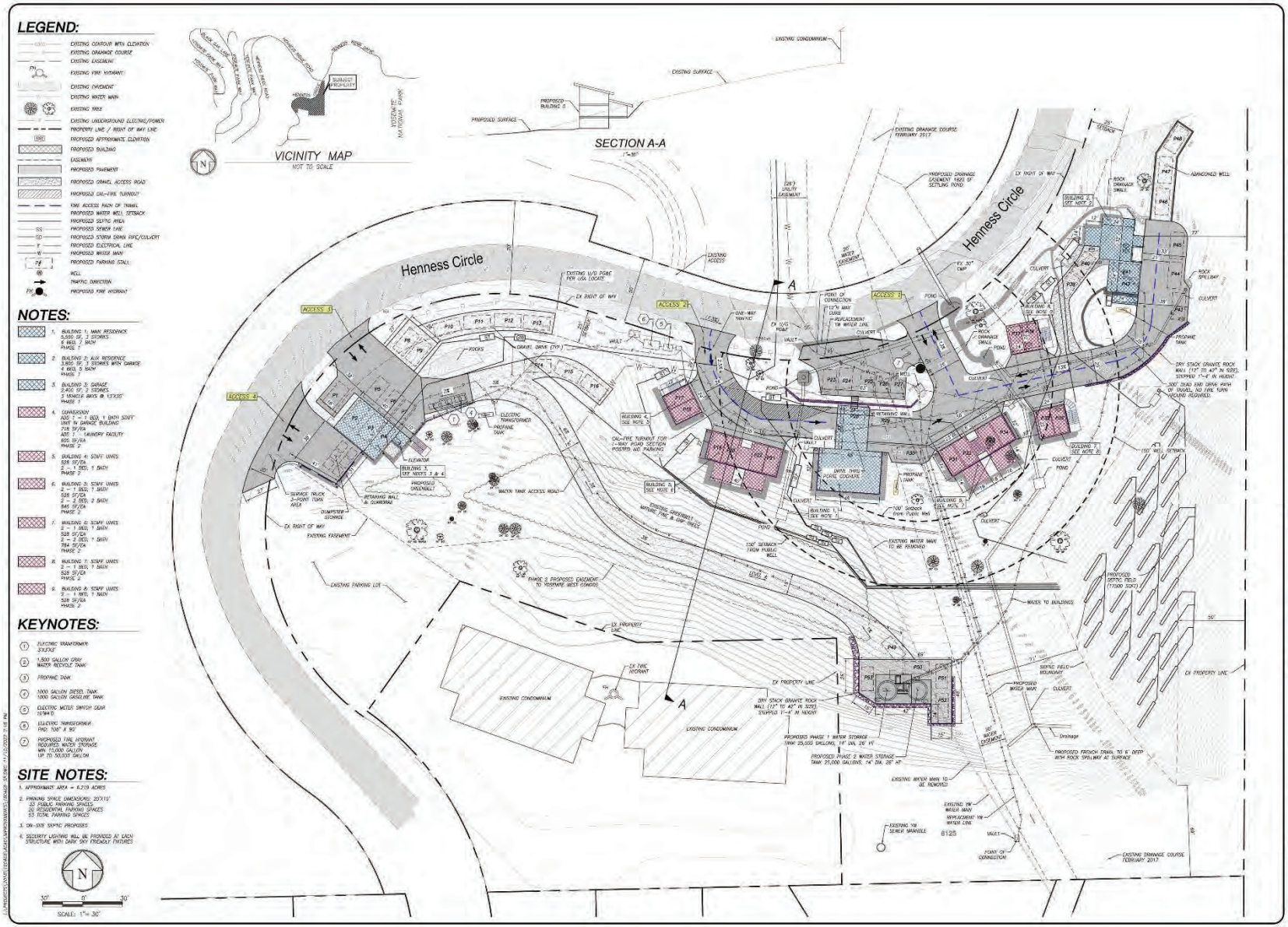
Project Summary Description

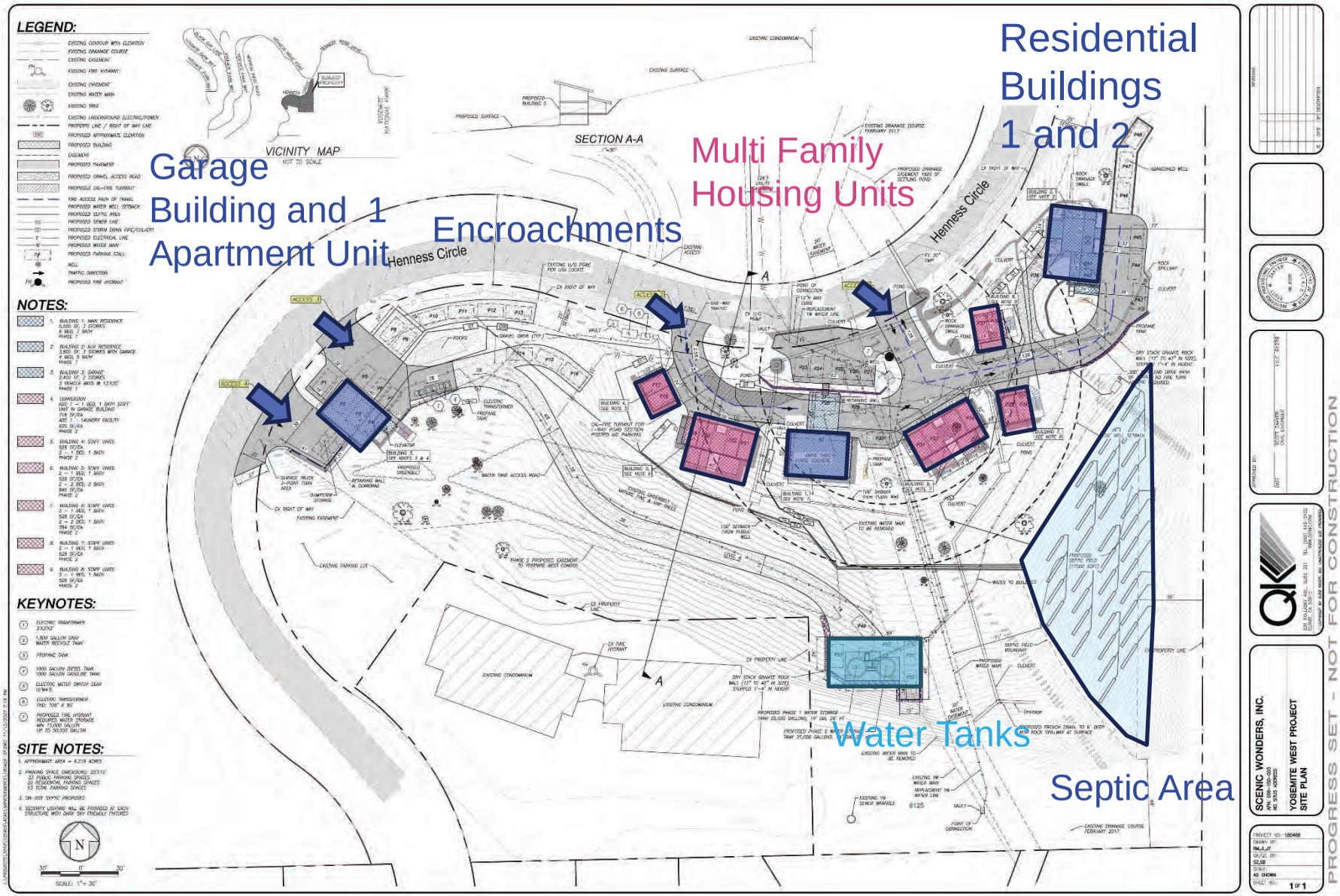
- Sewer/Septic System
  - Private Sewage Disposal- Sewage disposal sufficient for project
- Water wells - production determined sufficient for both domestic and firefighting purposes
  - All County Fire and CALFIRE requirements must be met including emergency connection for fire fighting purposes
  - SWRCB Permitting is required for drinking water
- Aesthetics- Single Family style buildings compatible with the Yosemite West area

Project Summary Description

- The total square footage for Phase II structures, i.e. the multi-family units and the garage/laundry/apartment facility, would be approximately 10,800 sq. ft.

- The total square footage for all habitable structures including the Phase I single family residences, would be approximately 23,150 sq. ft.


LEGEND:
NOTES:
KEYNOTES:
SITE NOTES:
VICINITY MAP
NOT TO SCALE
SECTION A-A
Henness Circle
Henness Circle
SCALE: 1"= 30'
SCENIC WONDERS, INC.
YOSEMITE WEST PROJECT
SITE PLAN
PROGRESS SET - NOT FOR CONSTRUCTION


Residential Buildings 1 and 2
Multi Family Housing Units
Garage Building and 1 Apartment Unit
Encroachments
Water Tanks
Septic Area
Henness Circle
SECTION A-A
VICINITY MAP
LEGEND:
NOTES:
KEYNOTES:
SITE NOTES:
SCENIC WONDERS, INC.
YOSEMITE WEST PROJECT
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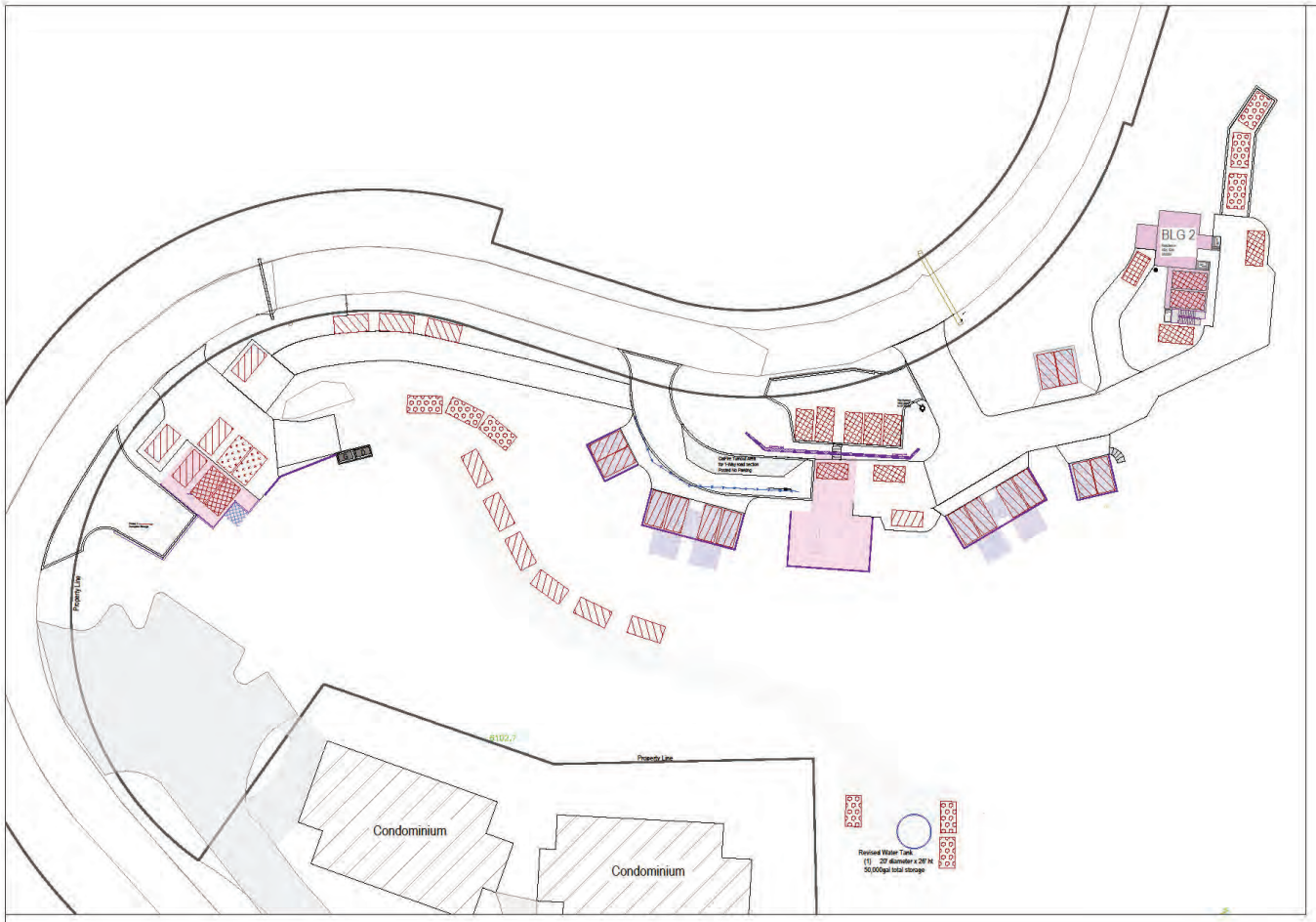


Phase 1 Parking- Blg 1 (7) spaces, Blg2 (5) spaces, Garage (2) spaces

Phase 2 Parking- Multi-Family (28) spaces

Phase 2 Parking- Laundry (2) spaces

Phase 2 Parking- Inline (9) spaces

Scenic Wonders Project
Parking Plan 4/27/23
7548 Henness Circle, Yosemite, CA 95389

Design by YMB
Drawn By: Yosemite Mountain Builders Inc
L6847566
7509 Yosemite Park Way
Yosemite, CA 95389
209-405-0617
yosemitebuilder@gmail.com

Civil Engineering Report _____
By _____

Job No.

File: Scenic Wonders Project		Rev: 4/27/23
Parking Plan		P1

7548
HENNESS CIRCLE
24 HOUR
SURVEILLANCE
MAGNUM
35
1-800-UR-R

Project Summary – Agency Review

- Agency Review and Comment requests on the project were conducted on multiple occasions through the project application and evaluation process to the following:
- Original Project Mariposa County Public Works, Mariposa County Environmental Health Unit, 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, Mariposa County Resource Conservation District, Mariposa County Unified School District, Mariposa County Sheriff, National Park Service (Yosemite), State Regional Water Quality Control Board, State Water Resources Control Board, CAL FIRE, Pacific Gas & Electric, and Sierra Telephone.

Project Summary – Agency Review

- Revised Project:
- Mariposa County Public Works Department, Environmental Health Unit, County Fire Department, CAL FIRE, California Department of Fish and Wildlife, State Water Resources Control Board, Caltrans, National Park Service (Yosemite), Southern Sierra Miwuk Nation (SSMN, American Indian Council of Mariposa County), and the U.S. Army Corps of Engineers.

Project Summary – Agency Review

- Agency comments are addressed in the project staff report, initial study, recommended project findings (resolution), conditions and mitigation measures.

Public Noticing and Comment

- Prior to the Planning Commission public hearing public noticing was conducted as follows:
- Published in the Mariposa Gazette on August 10, 2023, August 17, 2023 and September 21, 2023
- Notices mailed to property owners within 600 feet of the proposed project on, August 10, 2023.
- Notices were also posted on August 11, 2023 including at the project site.

Public Noticing and Comment

- Prior to the Board of Supervisors public hearing public noticing was conducted as follows:
- Published in the Mariposa Gazette on November 2, 2023.
- Notices mailed to property owners within 600 feet of the proposed project on,Opctober 30, 2023.
- Notices were also posted on November 2, 2023 including at the project site.

Mariposa County Planning Department
Parcel Notification Map

0 300 600 Feet

1:7,200

Project Parcels

Parcels in 600 ft of Project Parcels & Notified

Number of notified parcels within 600ft - **194**

Number of notified unique parcel owners - **149**

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Wednesday, October 4, 2023

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 01/2023

Map Credit: Ethan Smith, GIS Specialist I/II

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

Project- CEQA and Conditions of Approval

- Purpose of CEQA:
  - Evaluate project's environmental effects
  - Reduce significant impacts where feasible
  - Public disclosure
  - Informed decision making
- The project is subject to review pursuant to CEQA and an Initial Study and Mitigated Negative Declaration (MND) were prepared pursuant to CEQA (Public Resources Code [PRC] Section 21000, et seq.) and the State CEQA Guidelines (California Code of Regulation, Title 14, Chapter 3, Section 1500, et seq.).

Project Summary –Public Noticing and Comment CEQA

Mariposa Planning received public comments prior to the publication of the Planning Commission agenda and Board Agenda Packets Total Received -**109**

- Prior to Close of IS/MND Review Period of September 11, 2023 – **87**
- After Close of the IS/MND Review Period and prior to Agenda Publication **-17**
- One additional comment received 10/5/23 - Provided to Planning Commission prior to PC hearing and in Board Packet
- One additional comment (picture) provided to PC at hearing
- Three additional comments after PC hearing date included in Board Packet

Comments and staff responses are included in the Board Packet

Environmental Resources Evaluated

- Land Use/Planning
- Ag/Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Transportation and Circulation
- Greenhouse Gas Emissions
- Noise
- Geology, Soils, and Seismicity
- Hydrology and Water Quality
- Utilities/Public Services
- Hazards and Hazardous Materials
- Aesthetics/Visual Resources
- Cumulative Impacts
- Mineral Resources

Environmental Resources- Evaluated

- Population/Housing
- Recreation
- Wildfire/Fire/Emergency
- Tribal Cultural Resources

Environmental Resources- Evaluated

As a result of the review, there are 12 mitigation measures applicable to the project: (Included in conditions of approval)

- **Biological-** Special Status Species Plants, Red and Yellow Legged Frog, Bats, Fisher and American Badger, Construction personnel Training, Best Management Practices for all contractors, Aquatic Resource Delineation to USACE standards, USACE permit may be required, Aquatic resources Environmentally Sensitive Buffers and BMPs required, Nesting raptors and bird surveys.
- **Cultural-** Archaeological Resources – Protection and protocol if found during excavations
- **Traffic-** Road signage to Public Works standards
- **Utility Infrastructure-** Leach line areas requires EHU approval prior to BP issuance for any structure

Project Summary – GP/ZA

- Amendment of the land use and zoning of a 6.22 acre parcel
- *Amending the land use classification for the 6.22-acre project parcel involves amending text in the General Plan to establish basic standards for the new Special Plan classification.*
- *The general plan amendment will also involve amending the Yosemite West Special Planning Study Area Land Use Diagram contained in Volume II of the Mariposa County General Plan to show that the land use classification has changed from Residential to Special Plan*

Project Summary – GP/ZA

- Zone Change
- Existing - Rural Residential
- Proposed - Yosemite West Mixed-Use Zone (YWMU)

- Would result in New Zoning Title 17 Sections

- 17.106.010 Purpose and Intent
- 17.106.020 Development standards for YWMU
- 17.106.030 Procedures for approval of a YWMU project

Project Summary – GP/ZA

- 17.106.010 Purpose and Intent.
- The Yosemite West Mixed Use Zone is designed to provide a land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West.

Project Summary – GP/ZA

- 17.106.020 Development Standards for YWMU.
- A. Uses:
- 1. Permitted uses:
- a. Multi-family housing;
- b. Laundromats not for public use;
- c. Maintenance support facilities for servicing local home enterprises and vacation rentals;
- d. Private office space;
- e. Self-storage facilities for private use;
- f. One (1) single family residence and one (1) secondary residence with appurtenant accessory structures, including, but not limited to, equipment sheds and detached garages;
- g. Vacation rental and bed and breakfast facilities in accordance with all applicable standards of Mariposa County Code.

Project Summary –GP/ZA

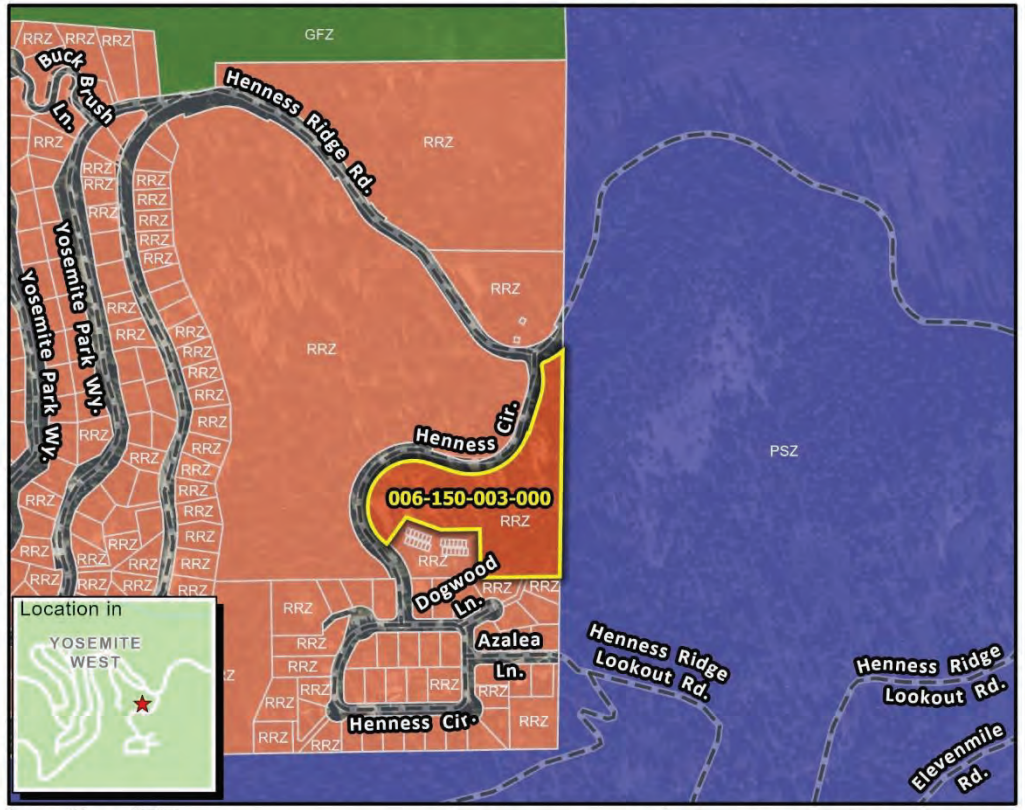
2. Conditional uses:

a. Bulk storage of gasoline, propane, or similar petroleum products for private use.

3. Prohibited uses:

All other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

Mariposa County Planning Department
Project Vicinity Map



PROJECT TYPE: SITE PLAN REVIEW 2023-064

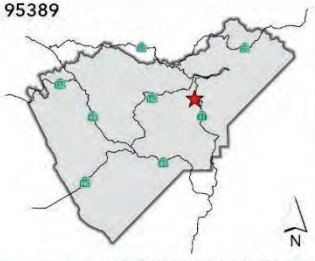
APPLICANT: K L WATER AND LAND CO.

APN: 006-150-003-000

SITE ADDRESS: 7548 HENNESS CIRCLE, YOSEMITE NATIONAL PARK, CALIFORNIA 95389

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Map Date: Thursday, September 7, 2023
Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 01/2023
Map Credit: Ethan Smith, GIS Specialist I/II

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.

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Mariposa County Planning Department
Project Vicinity Map

PROJECT TYPE: GPZA 2020-096 & SITE PLAN REVIEW 2023-064

APPLICANT: K L WATER AND LAND CO.

APN: 006-150-003-000

SITE ADDRESS: 7548 HENNESS CIRCLE, YOSEMITE NATIONAL PARK, CALIFORNIA 95389

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Wednesday, June 14, 2023

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 01/2023

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
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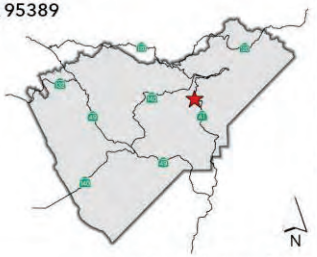


Location in Mariposa County

C:\Data\Agenda\Documents\arcGIS\Projects\Site Plan Review 2023-064\Site Plan Review 2023-064.aprx

GP ZA Findings

- In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan/ Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064.

GP ZA Findings

- 1. 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 have been determined that the significant impacts of a project are mitigated to a less-than-significant level.

GP ZA Findings

- 2. 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.

*See Resolution Findings for full text

GP ZA Findings

- 3. 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.

GP ZA Findings

- 4. FINDING: This amendment conforms to the requirements of State law and County policy.

- 5. FINDING: This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

GP ZA Findings

- 6. 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.

*Link to Resolution Findings Full text for presentation

GP ZA Findings

- 7. FINDING: The proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

Conclusion and Recommendation

The Planning Commission recommends that the Board of Supervisors:

1. Adopt a Mitigated Negative Declaration with findings, conditions, mitigation measures and mitigation monitoring program as set forth in Exhibits 1, 2 and 3 of this resolution; and

2. Approve General Plan/Zoning Amendment Application No. 2020-096 and Site Plan Review Application No. 2023-064 with findings, conditions, mitigation measures and mitigation monitoring program as set forth in Exhibits 1, 2, 3 and 4 of this resolution, with the land use change to be effective on the effective date of the zone change. The proposed Yosemite West Special Planning Study Area Land Use Diagram shown in Volume II of the General Plan shall be amended to apply the Special Plan land use classification to APN 006-150-003.

Conclusion and Recommendation Continued

3. Adopt an ordinance amendment to Title 17, Mariposa County Zoning Ordinance, to add a new chapter called Yosemite West Mixed-Use Zone pursuant to General Plan/Zoning Amendment Application No. 2020-096.

4. Adopt an ordinance amendment the Mariposa County Zoning Map to change the zoning on APN 006-150-003 from the Rural Residential Zone to the Yosemite West Mixed-Use Zone.

Dan and Lori Hershman Yosemite West

Full time homeowners of [redacted] Azalea Lane

Rental homeowners of [redacted] Yosemite Park Way

November 15, 2023

To: **Mariposa County Board of Supervisors**

Director Steve Engfer sengfer@mariposacounty.org

Planner sstrathearn@mariposacounty.org

Please forward to the Board of Supervisors

Re: **GPZA Application # 2020-096; Site Plan Review Application # 2023-064**

Dear Board of Supervisors,

As homeowners in Yosemite West, we are sincerely concerned with the considerable negative impact of the proposed developments at 7548 Henness Circle and adjacent properties.

We understand that this development is all but completely approved and is proceeding in earnest full speed.

However we wish to strongly urge you to reconsider the location of driveway access number three and four. These are at the apex of and nearly blind curve and as these include several parking spaces, will have a large amount of traffic. It seems that these access areas could be moved downhill and be considerably safer.

In addition, since this whole development really just benefits scenic wonders commercial endeavors, and is of little or no benefit to the home owners who live up hill from this project, as well as many other homeowners who do not utilize Scenic Wonders services, we and most other homeowners believe it is important to require the development to connect to the Yosemite West water system for use on an emergency basis if ever required. This seems very little to ask of such an involved and impactful development project.

Negative impacts include:

- construction traffic and parking,
- noise, trash, lighting,
- disruption of current residential traffic flow,
- probable future water and septic issues
- hazards from large gasoline and diesel tanks.
- No electric vehicle charging included !?

Thank you for considering our interests.

Sincerely,

Dan and Lori Hershman

From: Debra K
To: Board Clerk; Shannon Poe; Rosemarie Smallcombe; Danette Toso; Wayne Forsythe; Miles Menetrey
Subject: GPZA 2020-096 and Code Chapter 17.106 Yosemite West Mixed-Use Zone -- on agenda for Nov. 21 at 2 p.m.
Date: Monday, November 20, 2023 12:43:02 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

Addition of Chapter 17.106 Yosemite West Mixed-Use Zone

Staff notes that this ***new*** zone could also be applied to nearby parcels of larger acreage within the general vicinity of Yosemite West. However, this was ***not*** noticed to ALL those owning property within the general vicinity of Yosemite West, including those living in the "lower half" of the subdivision who ***will be*** affected by increased development at Yosemite West, including access/egress and other larger-acreage parcels near their properties who may wish to adopt this new zone in the future. Roads at Yosemite West are generally 22 feet wide (Black Oak Lane is 18 feet wide); anyone currently adding a driveway to serve **four or more** parcels needs to build that driveway 24 feet wide and with required turnouts regularly spaced. In adding this additional traffic, no consideration has been given to the fact that current roads are less than what State requirements would be required just for driveways alone, for fire safety.

General Plan/Zoning Amendment (GP/ZA) Application No. 2020-096; Site Plan Review Application No. 2023-064

While my concern regarding the "blind curve" and hill for the garage parking area, particularly in winter, was noted during the Planning Department hearing, the reason for that concern was not well conveyed. Of the 45 parking spaces for the proposed project, at least 20 of them are only accessed by the driveways for the garage parking area, which provides the assumption that there will be considerable traffic coming in and out of the garage parking area (versus original plan, when it would have been just a few vehicles). Dumpster trucks will now also be accessing this area.

Winter hazard is created, as when someone slows to enter or exit the garage area driveways, anyone behind them will also need to slow and potentially stop. **People who are not familiar with driving on snow may hit the brakes too quickly or may accelerate a tad more than they should – and skid, slide, go sideways, hit a snow bank, or even hit the vehicle which was entering or exiting the driveway – or another vehicle on the road.** *All* of the 48 condo units and 47 land parcels located

above this point have no other ingress or egress, should this section of Henness Circle be blocked by a traffic accident in winter.

It is the fact of these driveways being located **both** on a hill and on a curve which **creates this new safety hazard** at Yosemite West. Note that these are not concerns for the other driveways on this project, as those have plenty of sight distance and the main housing area is accessed at a more level section of Henness Circle.

With snow piling up (as it does), sight distance becomes quite limited in winter. One cannot clear sufficient snow (as there is no place to put it) to have the same sight distance as in summer. A car coming down the hill from the condos or homes located above this point and finding a car crossing the road in front (either entering or exiting a driveway) is likely to slam on the brakes – and end up in a spin. A car coming up the hill, having stopped to allow another car to enter the garage driveway area, may not be able to gain sufficient traction to go forward and end up sliding across the road, potentially involving other vehicles on the road.

Snow and ice create conditions which require extra thought when planning ingress and egress, particularly for 20 or more vehicles. This concern would be lessened *if* there was another means of access to the water storage area and additional parking, lessening the number of vehicles using these garage area driveways to just those needing to be at the garage area itself.

Low-Income Housing Units

As is common in other counties and municipalities, there should be some type of restriction on use of low-income housing units to remaining solely as low-income housing. Typical Federal requirements involving government loans or grants are for a period of 20 or 30 years. This would preserve the low-income housing units *as* full-time residential units, rather than morphing at some point in the future into vacation rentals or a motel-type complex. This only is required as Mariposa County will likely wish to take credit for having increased low-income housing stock.

Thank you for your consideration of these concerns. I had intended to speak before you at the hearing, but circumstances have arisen which prevent me from being in Mariposa on the 21st.

Sincerely,

Debra Kroon

Property owner at Yosemite West

My apologies for not attending this meeting in person. A sudden illness in the family required that I travel to Michigan.

In the time I've had the honor to serve Yosemite West, the most frequent concerns I've heard relate to the water system, the wastewater system, wildfire risk, road conditions, waste disposal and changes to the community. While I know the Proposed Project will not eliminate all these concerns, I do believe it can help mitigate some of them.

Regarding water and wastewater systems, the Proposed Project can reduce the quantities of water currently used by Yosemite Scenic Wonders to wash towels and bedding used in their rentals. Instead of washing the laundry at each of the rentals, it can be washed at the proposed laundry facility at the Project site. This will reduce water drawn from the YW Community System and it will reduce the wastewater that flows into the Community Sewer System. Water from the laundry will also be recycled, reducing water use by about 80%. The centralized laundry facility has the added benefit of reducing road trips by YSW staff who clean the rentals.

Wildfire Risk – While wildfire will continue to be a concern, the Project Proponent has already undertaken significant vegetation reduction efforts and intends to continue to exercise effective vegetation management. The Proponent has also committed to a number of other measures to reduce risks to public safety and property in the area including a robust communication system, a fire hydrant and additional water storage. They also plan to provide truck or trailer mounted fire equipment for their use and

possibly for use by volunteer or paid fire fighters. I hope that we can develop a partnership along the lines of that which we've developed with Tenaya Lodge – one that has worked very well.

Solid waste – waste from the vacation properties will be collected and taken to the Project Site instead of being placed in garbage bins located around the community. This had been a problem in that such waste was sometimes left around the bins in the community (instead of in the bins) and then became attractive to wildlife, including bears.

Road conditions will be a topic of conversation when the County proposes rate increases for road maintenance and water and sewer services.

Water – the County will continue to pursue a second water source, from Yosemite Scenic Wonders or other possible providers.

In addition, I am committed to work with the Park to eventually construct a fire station at the NatureBridge campus.

For these reasons, were I able to be present at this Board meeting and to vote on this item, I would vote to approve it. I hope my colleagues on the Board will do just that.

Board of Supervisors,

Thank you very much for having this hearing. I am Ken LeBlanc, the owner and founder of Yosemite's Scenic Wonders. I've been in business going on 35 years in Yosemite West. Steve, Skip, Sarah, and Jeff, thank you all very much for all your efforts and tremendous hard work during this planning process, truly outstanding.

Running a Vacation Rental hospitality business in such a remote area as Yosemite West at an elevation 6,000 ft, has its many challenges. Over the years, the biggest challenge has always been Employee Housing. Commuting in and out of the Park each day is a hardship for our employees, especially through our harsh winter conditions and during our high peak seasonal visitation with heavy traffic at our Park entrances. The key to our success and the thousands of 5 star reviews and awards have been due to having employee housing close to our clients rentals. This is key for our 10 -15 minute response times to customer emergency calls.

As it is now, I currently have some employees commuting from Oakhurst, Fish Camp, and Wawona where I have some other employee housing units. I rent 60% of my employee housing from other property owners, the other 40% I have at a great cost, purchased over the years. It has been suggested, obviously trying to scare the community, that this project is going to be a hotel with

even more nightly rentals, which is false because the zoning doesn't allow for it. If I wanted more rentals I could have easily turned my employee housing properties that I have now into nightly rentals, but I haven't and just can't, if I want to maintain our 5 star reputation by having employee housing close by for emergencies providing fast customer service to our guests.

I sold two of my prime vacation rentals in Yosemite West to purchase the land that I intend to build this much needed employee housing project on, instant profit has not been my main objective. I want my legacy to be remembered as supporting the community, building needed infrastructure, secure long term stability, follow my core business plan with a long-term commitment to quality service in Yosemite West.

Other management companies have not invested in employee housing. Their staff comes from Oakhurst and beyond. What is their response times to complaints? Where are they when winter storms hit and their guests are stranded? Where are they when the power goes out? How do they communicate with guests during fire emergencies? My staff needs to be onsite solving these problems, reducing impacts and improving safety in the community.

It's only a matter of time before I lose some of the existing housing that I rent now, due to the economy, deaths, divorces, and inheritances.

Scenic Wonders has grown over the years by word of mouth thanks to my General Managers James and Tiffany, and the team we have created together.

During the past three years our group has averaged approximately $1.6 million in TOT payments to the County General Fund. This is through covid, worldwide travel bans, government shutdowns, the Ferguson Fire, and historic record breaking snow storms.

The Yosemite West community knows who's out assisting stranded guests at all hours of the night pulling guests out of snowbanks, directing lost tourists and even calling tow trucks. Not only for our guests but also for other management operations.

I will also add it's been the Scenic Wonders office that the Rangers have set up base camp in during disasters due to our backup generators for communications, and to shelter in. It should also be known that when the County's snow removal equipment breaks down at times, it has been Scenic Wonders snow removal equipment that will cut through an emergency pathway exit out of the West to the 41 highway so guests and residents can safely exit or

enter our community. With this project, First Responders will have even more resources to manage emergencies.

I remember the day the park closed down due to COVID, it was on a Friday, March 20th, 2020. We were planning on breaking ground that Monday the 23rd, we were all in shock not knowing what the future had instore for us. We had all the framing lumber ordered, everything was in motion and ready to be delivered, but it all came to a screeching halt, after all with the millions of deaths worldwide, who knew if we would be still in business in six months.

We have rebounded and are now almost finished with our first house at a great cost that has taken over five years to complete due to engineering, water wells, supply line shortages, and rising inflation. But after all that we continue our efforts. With your zoning approval we will move forward to secure good housing for our quality employees and a reliable workforce in the community.

The overwhelming majority of the letters sent into the Planning Department, clearly shows total support for our project. The common theme, is all the compliments we received about our incredible team who really takes pride in their work, cares about our reputation, our property owners, our guests, and our community. I ask that you grant us the Mitigated Negative Declaration for our Special Plan Zoning so I, my son, and our great team can continue

to provide the highest quality service to our guests and to the Yosemite West community.

Thank you for your time, thank you very much!

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Waive the First Reading and Introduce an Ordinance Titled "Add Chapter 17.106 Yosemite West Mixed-Use Zone" Pursuant to General Plan/Zoning Amendment Application No. 2020-096

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled "Add Chapter 17.106 Yosemite West Mixed-Use Zone" Pursuant to General Plan/Zoning Amendment Application No. 2020-096

This ordinance is required in order to codify a new chapter of the Mariposa County Zoning Ordinance Title 17, pursuant to General Plan Zoning Amendment 2020-096 and it's related Site Plan Review Application No. 2023- 064 for the Yosemite Scenic Wonders project in Yosemite West, Assessor Parcel Number (APN) 006-150-003. Applicant Kenneth G. & Janet M. LeBlanc (Owner- K & L Water and Land LLC). The full project staff report, initial study and attachments are included in today's Board agenda packet, Item ID 710.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No past Board action on this ordinance has occurred to date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the zoning would not be enacted and then the project would not be allowed.

FINANCIAL IMPACT

None. Applicant pays for project application costs.

ATTACHMENTS

1. **Draft Ordinance**
2. **Draft Summary Ordinance**

VOTE RESULT

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

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE ADDING CHAPTER 17.106 YOSEMITE WEST MIXED-USE ZONE

WHEREAS, an application for a revised General Plan/Zoning Amendment application was received on the 29th day of August 2022 from Kenneth G. and Janet M. LeBlanc to reclassify and rezone a 6.22-acre parcel located at 7548 Henness Circle (APN 006-150-003), Yosemite CA 95389 within the Yosemite West Special Plan Area; and

WHEREAS, the Planning Commission held a duly noticed public hearing on General Plan/Zoning Amendment Application No. 2020-096 on the 15th day of September, 2023 which was continued to date-certain 6th day of October, 2023 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on General Plan/Zoning Amendment Application No. 2020-096 on the 21st day of, November 2023 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: A New Chapter 17.106 Yosemite West Mixed-Use Zone is hereby added as follows:

Chapter 17.106

Yosemite West Mixed-Use Zone (YWMU)

Sections:

17.106.010 Purpose and Intent
17.106.020 Development standards for YWMU
17.106.030 Procedures for approval of a YWMU project

17.106.010 Purpose and Intent.

The Yosemite West Mixed Use Zone is designed to provide a land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West.

17.106.020 Development Standards for YWMU.

A. Uses:
   1. Permitted uses:
      a. Multi-family housing;
      b. Laundromats not for public use;
      c. Maintenance support facilities for servicing local home enterprises and vacation rentals;
      d. Private office space;
      e. Self-storage facilities for private use;
      f. One (1) single family residence and one (1) secondary residence with appurtenant accessory structures, including, but not limited to, equipment sheds and detached garages;
      g. Vacation rental and bed and breakfast facilities in accordance with all applicable standards of Mariposa County Code.

   2. Conditional uses:
      a. Bulk storage of gasoline, propane, or similar petroleum products for private use.

   3. Prohibited uses:
      All other uses not listed above are prohibited, except similar uses in compliance with section 17.108.120 and 17.108.030 of this title.

B. Structure height
   No building or structure shall be erected, placed, or structurally altered to a height in excess of 35 vertical feet above natural uphill grade.

C. Structure setbacks from property lines and streets for all uses:
   a. Street and front yard: the front yard setback shall be a minimum of fifty-five (55) feet from the centerline of a local street and a minimum of twenty-five (25) feet from the nearest point on a front property line or edge of any right-of-way boundary of a local street;
   b. Side yard: the side yard setback shall be a minimum of fifteen (15) feet from a side property line;
   c. Rear yard: the rear yard setback shall be a minimum of twenty (20) feet from a rear property line.
   d. Uses permitted in setback areas:

1. Wells, traffic signs, signs, rural mail boxes, fences, gates, propane tanks, uncovered walkways, driveways, and underground utilities and appurtenant above-ground structures. (Any use placed in a front yard setback shall not interfere with vehicle sight distance along roadways.)
2. All other uses are prohibited in setback areas.

D. Building to building setbacks:
Building to building setbacks shall be a minimum of fifteen (15) feet.

E. Building intensity and density:
a. Commercial structure development, such as laundromat facilities, shall not exceed a total of 5,000 sq. ft.
b. Multi-family housing development shall not exceed a total of 4,000 sq. ft. per building.
c. Total development on a parcel shall not exceed 25,000 sq. ft. of building space.
d. Multi-family housing shall not exceed four dwelling units per acre.

F.Signage and lighting:
a. Project signage, excluding address and traffic signs, shall be not exceed three separate signs on a parcel. Total signage shall not exceed 50 sq. ft. Neon signs shall be prohibited.
b. Exterior lighting shall conform to International Dark Sky Standards.

G. Minimum parking space requirements:
a. Studio or one-bedroom apartments – one and one-half (1.5) parking spaces per unit.
b. Two (2) or more bedroom apartments or single family residential – two (2) parking spaces per unit.
c. Laundry facilities not for public use – two (2) per facility.
d. Minimum spaces for vacation rental and bed and breakfasts shall be as required by appropriate sections of County code.

H. Internal driveways and parking space surfacing:
Internal driveways serving multi-family and commercial uses shall be surfaced with concrete or asphalt paving.

I. Permitting and construction:
Septic/sewage systems shall be installed prior to the issuance of building permits for structures served by those systems.

J. Minimum parcel or lot size:
Minimum size of a parcel or lot shall be five (5) acres.

17.106.030 Procedures for approval of a YWMU project.

a. Site plans for single family residential and appurtenant uses, such as private office space and self-storage facilities for private use, in the YWMU zone shall be prepared in accordance with the standards contained in Section 17.08.140 of this title. Site plans for additional permitted uses in the YWMU zone, excluding

vacation rental and bed and breakfast uses, shall be prepared in accordance with Section 17.08.150 of this title.

b. Site plans described in a. above are subject to the processing procedures contained in Section 17.08.160 of this title.
c. Application and approval of vacation rental and bed and breakfast uses are subject to the provisions of Section 17.108.180 of this title.
d. Conditional uses are subject to the provisions of the Conditional Use Permit process contained in Section 17.112 of this title.

Section II: If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

Section III: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:
NOT VOTING:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE ADDING A NEW CHAPTER 17.106 ENTITLED YOSEMITE WEST MIXED-USE ZONE

Notice is hereby given that on Tuesday, December 5, 2023, 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 adding a new section to Title 17, Mariposa County Zoning Ordinance, §17.106, entitled Yosemite West Mixed-Use Zone (YWMU) as follows:

SECTION I: Sections 17.106.010 Purpose and Intent; 17.106.020 Development standards for YWMU, 17.106.030 Procedures for approval of a YWMU project.

The purpose and intent of the Yosemite West Mixed Use Zone is designed to provide land use for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West. And the zone is necessary for uses proposed by General Plan/Zoning Amendment Application No. 2020-096.

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

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Waive the First Reading and Introduce an Ordinance Titled "Amend the Mariposa County Zoning Map by Changing the Zoning of APN 006-150-003 from Rural Residential Zone to the Yosemite West Mixed-Use Zone"

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled "Amend the Mariposa County Zoning Map by Changing the Zoning of APN 006-150-003 from Rural Residential Zone to the Yosemite West Mixed-Use Zone"

This ordinance is required in order to amend the Mariposa County Zoning Map pursuant to General Plan Zoning Amendment 2020-096 and it's related Site Plan Review Application No. 2023- 064 for the Yosemite Scenic Wonders project in Yosemite West, Assessor Parcel Number (APN) 006-150-003. Applicant Kenneth G. & Janet M. LeBlanc (Owner- K & L Water and Land LLC). The full project staff report, initial study and attachments are included in today's Board agenda packet, Item ID 710.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No past Board Action has occurred on this proposed Zoning Ordinance Map Change to date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the zoning would not be enacted and then the project would not be allowed.

FINANCIAL IMPACT

None. Applicant pays for application costs.

ATTACHMENTS

1. **DRAFT ORDINANCE MAP**
2. **Draft Summary Ordinance MAP**
3. **M.3 - Mock - Mariposa BoS Nov 21 2023**
4. **M.3 - Public Comment re General Plan_Zoning Amendment Application No. 2020-096**

VOTE RESULT

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

Forsythe, District II Supervisor Poe

EXCUSED: District I Supervisor Rosemarie Smallcombe

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. ____
(Not to be Codified)

AN ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP BY CHANGING THE ZONING ON APN 006-150-003 FROM RURAL RESIDENTIAL TO THE YOSEMITE WEST MIXED-USE ZONE.

WHEREAS, an application for a revised General Plan/Zoning Amendment application was received on the 29th day of August 2022 from Kenneth G. and Janet M. LeBlanc to reclassify and rezone a 6.22-acre parcel located at 7548 Henness Circle (APN 006-150-003), Yosemite CA 95389 within the Yosemite West Special Plan Area; and

WHEREAS, the Planning Commission held a duly noticed public hearing on General Plan/Zoning Amendment Application No. 2020-096 on the 15th day of September, 2023 which was continued to date-certain 6th day of October, 2023 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on General Plan/Zoning Amendment Application No. 2020-096 on the 21st day of November, 2023 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: Amend the zoning designation of a 6.22-acre parcel (APN 006-150-003) from Rural Residential zone to the Yosemite West Mixed-Use Zone, as shown on the map in Exhibit 1.

Section II: If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

Section III: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this ___ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:
NOT VOTING:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

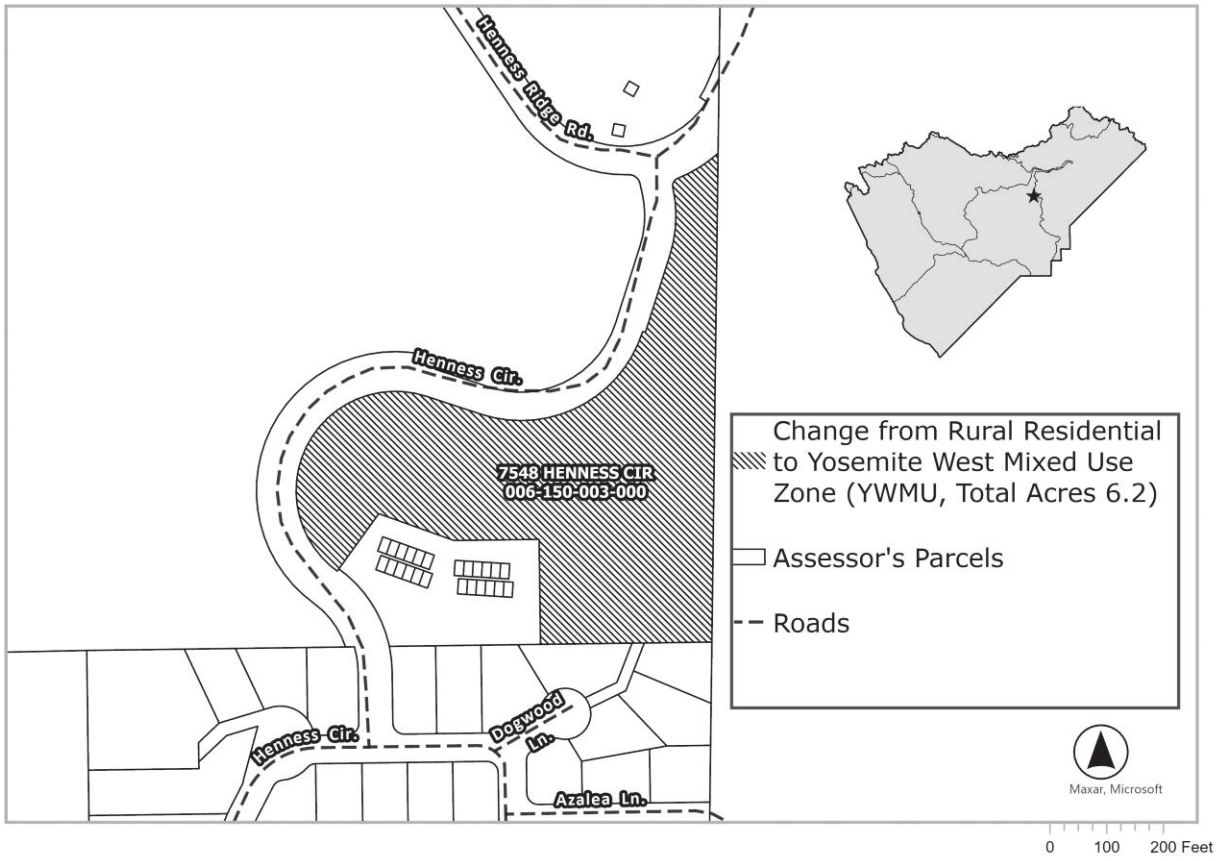
_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Exhibit 1

General Plan Zoning Amendment No. 2020-096



MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP BY CHANGING THE ZONING ON APN 006-150-003 FROM RURAL RESIDENTIAL TO THE YOSEMITE WEST MIXED-USE ZONE

Notice is hereby given that on Tuesday, December 5, 2023, 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 introduce and consider adoption of an ordinance to amend the Mariposa County Zoning Map by changing the zoning on APN 006-150-003 (7548 Henness Circle, Yosemite, CA 95389; Yosemite West) from the Rural Residential Zone to the Yosemite West Mixed-Use Zone.

SECTION I: Amend the zoning designation of a 6.22-acre parcel (APN 006-150-003) from Rural Residential zone to the Yosemite West Mixed-Use Zone, as shown on the map.

The purpose and intent of zone map change is to apply the Yosemite West Mixed-Use Zone land use to allow for the location of facilities to enhance the provision of services to the vacation rental sector in the community of Yosemite West on APN 006-150-003. And the zone is necessary for uses proposed by General Plan/Zoning Amendment Application No. 2020-096.

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

November 16, 2023
Danielle Bondshu, Clerk of the Board

re: General Plan/Zoning Amendment Application No. 2020-096

Dear Madam Clerk and Members of the Board of Supervisors:

I am opposed to General Plan/Zoning Amendment Application No. 2020-096 that would create a new zone called Yosemite West Mixed-Use Zone.

It is my professional opinion, based on 16+ years of working on fire safety on Henness Ridge as Chair of the Yosemite West Fire Safety Committee, that **increased intensity of usage and occupation within and adjacent to the community of Yosemite West increases the on-going threat of wildfire to human life and property**.

The challenges of large fire size, intensity and severity are increased by limitations that impact fire response and suppression capabilities.

As you are no doubt aware, **ingress and egress in Yosemite West do not meet current State requirements**, as stated in the 2020 Mariposa County Community Wildfire Protection Plan (MC CWPP), p. 39), which your Board approved.

"Other evacuation **concerns included** limited evacuation routes, uncertainty where to go, not enough time to evacuate, and continued or **proposed new development in areas like Yosemite West that have single ingress & egress**" (MC CWPP 2020, p. 54).

The so-called "Azalea Lane Fire Motorway", is an unpaved road across NPS land. It is not an all-weather road. It is closed in winter by snow. In spring it has muddy sections which make it impassable for all but high-clearance four wheel drive vehicles. It is usable, at best, only six months of the year.

Numerous standing dead trees on either side of the unpaved road and far too many downed trees along both sides of the road increase the threat to its use during a fire. **It is not a safe means of egress or ingress to Yosemite West**.

Until and unless both Mariposa County and the National Park Service address the issue of ingress and egress to Yosemite West, it would be foolhardy to permit increased intensity of use in Yosemite West, which would increase the risk of catastrophic loss of property and human lives.

Mariposa County clearly recognizes that Yosemite West is not in compliance with the CA Subdivision Map Act, as documented in the MC CWPP. Failure to bring Yosemite West into compliance could constitute negligence on the part of the County.

I urge you to urge you to address the concerns expressed herein before proceeding with the proposed Zoning Amendment. It is the County's responsibility to mitigate, not to exacerbate, the danger.

Sincerely,

John Mock, Ph.D.
Member, IUCN World Commission on Protected Areas
Mountain Protected Areas Group

cc: Cole|Huber LLP, Attorneys

From:	Kimberley O"Neil
To:	Steve Engfer; Rosemarie Smallcombe; Danielle Bondshu
Cc:	Skip Strathearn
Subject:	Public Comment re General Plan/Zoning Amendment Application No. 2020-096; Site Plan Review Application No. 2023-064
Date:	Wednesday, November 15, 2023 8:30:16 PM

You don't often get email from [redacted].com. Learn why this is important

Subject: General Plan/Zoning Amendment Application No. 2020-096; Site Plan Review Application No. 2023-064
SCH: 2023080273

I write today to express total opposition to the re-zoning for 7548 Henness Circle (APN 006-150-003-0) adjacent to Yosemite West.

The Board of Supervisors must act appropriately to **reject this re-zoning application** because:

(1) the proposed re-zoning provides unjustified special treatment that benefits the applicant/owner while undermining the pre-existing rights and uses of the adjacent property owner; and

(2) the proposed re-zoning represents an unreasonable inequality in the treatment of comparable parcels nearby. Other parcels in Yosemite West and on Henness Ridge are zoned Rural Residential, for example, but for no good reason, the applicant is asking to have the zoning changed on one parcel.

A decision to approve this re-zoning application is spot zoning whereby comparable properties are zoned differently and the applicant receives a favorable zoning classification because they want it and asked for it. A change in zoning for one owner to a use classification totally different from that of the surrounding area for the benefit of the owner of such a parcel is to the detriment of other property owners nearby and sets a negative precedent for others to follow. It is wrong.

I challenge the Board of Supervisors to have the courage to say no and deny this application.

I am unable to attend the November 21st public hearing in person, so thank you for including my comments with the staff report.

Sincerely,

Kimberley O'Neil
Yosemite West property owner