

# MONO COUNTY PLANNING COMMISSION

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## SPECIAL MEETING AGENDA

April 18, 2024 – 9:00 a.m.

Bridgeport Board Chambers  
2<sup>nd</sup> floor County Courthouse  
278 Main Street  
Bridgeport, CA 93517

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Commission may participate by electronic means. Members of the public may participate in person and via the Zoom Webinar, including listening to the meeting and providing comment, by following the instructions below.

### TELECONFERENCE INFORMATION

**1. Mammoth Teleconference Location** - June Lake Room in the Mono County Civic Center, First floor 1290 Tavern Rd, Mammoth Lakes, CA 93546.

### 2. Joining via Zoom

You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### To join the meeting by computer

Visit: <https://monocounty.zoom.us/j/81197263131>

Or visit <https://www.zoom.us/> and click on "Join A Meeting." Use Zoom Meeting ID: 811 9726 3131 To provide public comment (at appropriate times) during the meeting, press the "Raise Hand" hand button on your screen and wait to be acknowledged by the Chair or staff. Please keep all comments to 3 minutes.

#### To join the meeting by telephone

Dial (669) 900-6833, then enter Webinar ID: 811 9726 3131

To provide public comment (at appropriate times) during the meeting, press \*9 to raise your hand and wait to be acknowledged by the Chair or staff. Please keep all comments to 3 minutes.

*\*Agenda sequence (see note following agenda).*

### 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

**2. PUBLIC COMMENT:** Opportunity to address the Planning Commission on items not on the agenda.

### 3. MEETING MINUTES

A. Review and adopt minutes of March 21, 2024. (pg. 1)

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DISTRICT #1  
COMMISSIONER  
Patricia Robertson

DISTRICT #2  
COMMISSIONER  
Roberta Lagomarsini

DISTRICT #3  
COMMISSIONER  
Jora Fogg

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris I. Lizza

**4. ACTION ITEMS –**

- A. Planning Appeal/Connaughton (B24-015). 201 West Steelhead Road, June Lake (APN 016-112-015-000).** Appeal of a Planning Division determination that the height of the garage encroaching into the front yard setback exceeds the eight-foot height maximum of the General Plan Land Use Element. The property is located at 201 West Steelhead Road (APN 016-112-015-000) and designated Single-Family Residential (SFR). The Planning Commission can affirm or reverse the Planning Division’s determination. A CEQA exemption is proposed.  
*Staff: Aaron Washco (pg. 3)*

**5. WORKSHOPS**

**6. REPORTS**

- A.** Director (pg. 45)  
**B.** Commissioners

**7. INFORMATIONAL/ CORRESPONDENCE**

- 8. ADJOURN** to the Scheduled Special Meeting on May 9, 2024, at 1:00 pm.

**NOTE:** Although the Planning Commission generally strives to follow the agenda sequence, it reserves the right to take any agenda item – other than a noticed public hearing – in any order, and at any time after its meeting starts. The Planning Commission encourages public attendance and participation.

In compliance with the Americans with Disabilities Act, anyone who needs special assistance to attend this meeting can contact the Commission secretary at 760-924-1804 within 48 hours prior to the meeting to ensure accessibility (see 42 USCS 12132, 28CFR 35.130).

\*The public may participate in the meeting at the teleconference site, where attendees may address the Commission directly. Please be advised that Mono County does its best to ensure the reliability of videoconferencing but cannot guarantee that the system always works. If an agenda item is important to you, you might consider attending the meeting in Bridgeport.

Full agenda packets, plus associated materials distributed less than 72 hours prior to the meeting, will be available for public review at the Community Development offices in Bridgeport (Annex 1, 74 N. School St.) or Mammoth Lakes (1290 Tavern Rd, Mammoth Lakes, CA 93546). Agenda packets are also posted online at [www.monocounty.ca.gov](http://www.monocounty.ca.gov) / departments / community development / commissions & committees / planning commission. For inclusion on the e-mail distribution list, send request to [hwillson@mono.ca.gov](mailto:hwillson@mono.ca.gov)

Commissioners may participate from a teleconference location. Interested persons may appear before the Commission to present testimony for public hearings, or prior to or at the hearing file written correspondence with the Commission secretary. Future court challenges to these items may be limited to those issues raised at the public hearing or provided in writing to the Mono County Planning Commission prior to or at the public hearing. Project proponents, agents or citizens who wish to speak are asked to be acknowledged by the Chair, print their names on the sign-in sheet, and address the Commission from the podium.

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## Draft Minutes

March 21, 2024 – 9:00 a.m.

**COMMISSIONERS:** Patricia Robertson, Roberta Lagomarsini, Chris Lizza

**STAFF:** Heidi Willson, planning commission clerk; Brent Calloway; principal planner; Wendy Sugimura, director; Rob Makoske, planning analyst; Aaron Washco, planning analyst

**PUBLIC:** Jeff Hunewill, Bryant Luu, Heidi Vetter, Queenie Barnard, Rusty Shackelford

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE:** Meeting called to order at 9:12 am and the Commission lead the Pledge of Allegiance.
2. **PUBLIC COMMENT:** Opportunity to address the Planning Commission on items not on the agenda.
  - No public comment.
3. **MEETING MINUTES**
  - A. Review and adopt minutes of January 18, 2024.  
 Motion: Approve the minutes from meeting on January 18, 2023, as presented.  
 Lizza motion; Robertson second.  
*Roll-call vote – Ayes: Lizza, Robertson, Lagomarsini. Absent Fogg, Bush.*  
 Motion Passed 3-0 with 2 absent.
4. **ACTION ITEMS** – none
  - No items.
5. **WORKSHOPS**
  - A. North County Water Transfer Criteria to Restore Walker Lake (Wendy Sugimura)
    - Sugimura gave a presentation on the North County Transfer Criteria to Restore Walker Lake and answered questions from the Commission.
  - B. Input on Short-Term Rental Housing Study policy options (Aaron Washco, Wendy Sugimura)  
 Washco and Sugimura gave a presentation on the Short-Term Rental Housing study and answered questions from the Commission.
6. **REPORTS**
  - A. Director Sugimura gave a brief overview of the director report provided in the packet and answered questions from the Commission.

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COMMISSIONER  
Patricia Robertson

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COMMISSIONER  
Jora Fogg

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris I. Lizza

**B.** Commissioners- No reports.

**7. INFORMATIONAL/ CORRESPONDENCE**

**8. ADJOURN** to April 18, 2024



# Mono County Community Development Department

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## Planning Division

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April 18, 2024

**To: The Mono County Planning Commission**

From: Wendy Sugimura, Director  
Aaron M. Washco, Planning Analyst

Re: Appeal of the Planning Division's determination regarding maximum height of a garage within front yard setback

### RECOMMENDATION

1. Conduct an appeal hearing and receive a staff report, all relevant testimony by the applicant, and any public testimony; and
2. Affirm the Planning Division's determination that the garage proposed in building permit application B24-015 (Connaughton) does not meet the provisions of General Plan Land Use Element Section 04.120.G.4., make appropriate findings, and provide any other desired direction to staff.

A draft resolution (Attachment 1) containing the required findings is provided should the Commission affirm the Planning Division's determination. If the Commission's intention is to reverse the Planning Division's decision and grant the appeal, staff recommends that the Commission move to tentatively grant the appeal and direct staff to return with written findings within 30 days.

### FISCAL IMPACT

None.

### PROJECT DESCRIPTION

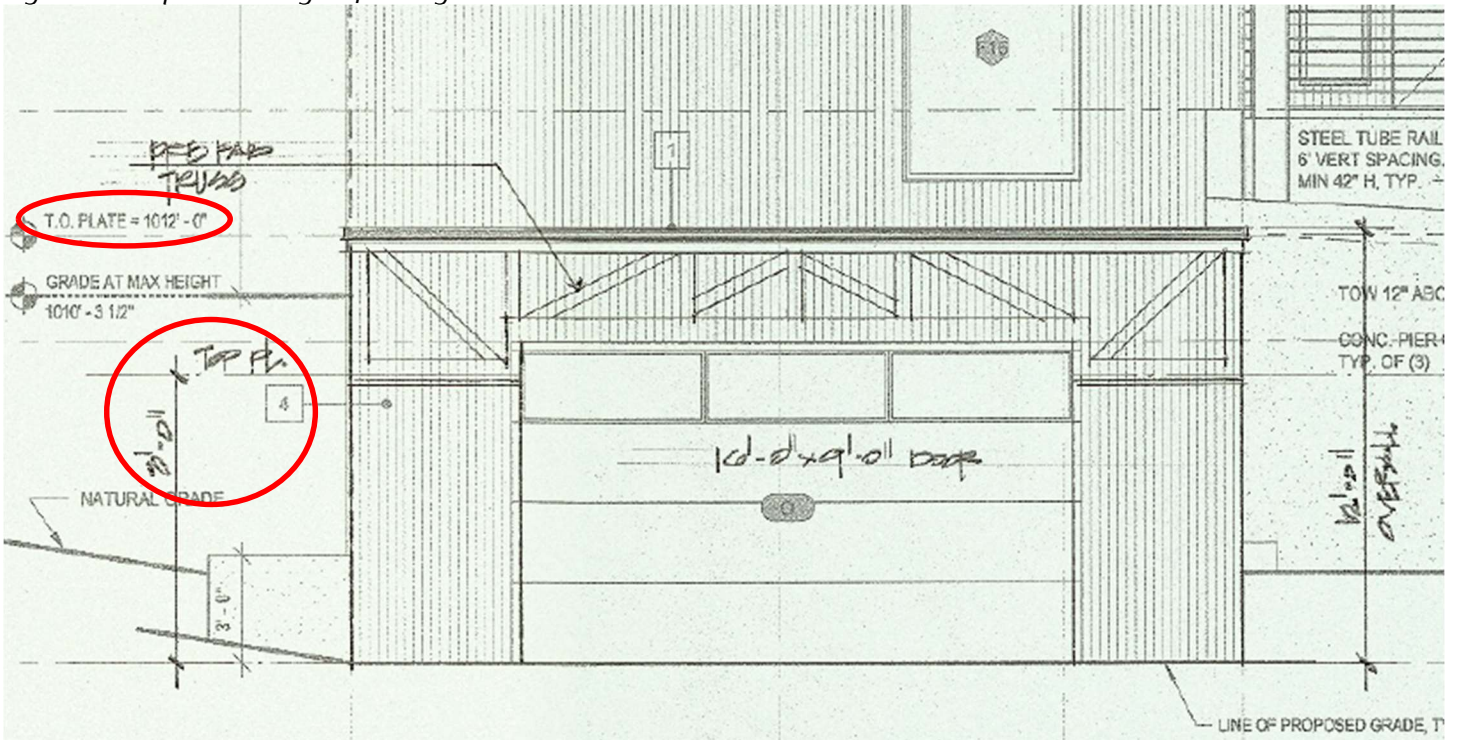
The subject property, 201 West Steelhead Road (APN 016-112-015-000) in June Lake (see Figure 1), is 0.31 acres and has a land use designation of Single Family Residential (SFR). A four-story single-family residence with 3,494 square feet (sf) of conditioned space, two garages totaling 1,456 sf, and two decks totaling 1,467 sf has been proposed at the subject property through a building permit application. The project was previously granted a Minor Variance by Director (V23-002) on May 10, 2023, allowing an increase in the maximum height from 35' to 38' 6" for certain portions of the structure (Attachment 2). The garage, located on the lowest floor, has a garage door that is nine feet tall and an interior height of approximately twelve feet measured from the finished floor line to the very top plate line (see Figure 2).

Adjacent parcels are, for the most part, designated Single Family Residential (SFR). There are, however, two parcels directly across the street from the subject property which are zoned Commercial Lodging-Moderate (CL-M).

Figure 1. Vicinity and Adjacent Land Uses Map



Figure 2. Proposed Design of Garage



## **ENVIRONMENTAL REVIEW, CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

CEQA does not apply to disapproved projects (CEQA Guidelines §15270). Single-family residential units qualify for an exemption under CEQA §15303(a) – New Construction or Conversion of Small Structures, regardless of the garage height.

## **PLANNING DIVISION DETERMINATION**

Mono County General Plan (MCGP) Land Use Element (LUE) Section 04.120.G.4. (Attachment 3) states, in part, “in cases where the elevation of the front half of the lot at a point 50 feet from the centerline of the street is 7 feet above or below the grade of the centerline, a private garage, attached or detached, may be constructed to within 5 feet of the front line; provided that no such structure shall exceed 8 feet in height, measured from the finished floor line to the top plate line, nor more than 20 feet from finished floor line to the roof peak or other structural appurtenance.”

The subject property meets the elevation change requirements of LUE §04.120.G.4 and, therefore, a garage may be constructed to within five feet of the front property line, provided that the height of the structure does not exceed eight feet, measured from the finished floor line to the top plate line. The proposed single-family residence design includes a garage with a front yard setback reduced from the 20’ standard to 12’. However, the height of the structure is greater than eight feet for the following reasons:

1. MCGP LUE Section 04.120.G.4. assumes a standard construction methodology wherein the garage header is in line with the top plate, limiting the height of the garage door and effective height of the structure for vehicle use to eight feet. The proposed design installs a top plate at eight feet and the garage door header at nine feet. If this methodology is interpreted as compliant, it would allow a top plate to be installed at eight feet with garage doors up to the maximum height of 20’, which is clearly not the intent of the standard. Therefore, this alternative construction method does not meet MCGP Section 04.120.G.4.
2. The plan set indicates a “T.O. Plate” at 12’, which is a standard notation for the ceiling top plate and therefore the effective height of the structure. Therefore, the proposed design includes a taller top plate at 12’ which does not meet MCGP 04.120.G.4.
3. The standard clearly indicates that the height above eight feet up to the maximum of 20’ is intended to provide for design features such as architectural articulation and a pitched roof, not to accommodate a vehicle.

Therefore, the Planning Division made the determination that the proposed design is not in compliance with MCGP LUE §04.120.G.4.

## **APPEAL PROCESS**

Mono County General Plan Land Use Element Chapter 47, Appeals, allows for an appeal of any determination by the Planning Division provided that written notice is submitted within 10 calendar days following the determination. The Planning Commission may affirm, affirm in part, or reverse staff’s determination that is the subject of appeal, provided that an appeal is not to be granted when the relief sought should be granted through a variance or amendment. Chapter 47 specifies that appeals are de novo, meaning the Commission is not limited to a review of the record and may hear the matter over again (as if for the first time).

The Planning Division determination was emailed to the appellant on March 5, 2024. The appeal form was received on March 5, 2024 (Attachment 4). Per LUE §47.030, the hearing for the appeal must be agendized for consideration within 60 days of the date the appeal was filed (i.e., May 6, 2024).



## **BASIS FOR APPEAL**

The appeal form submitted by the property owner (Attachment 4) lists the following reasons for the appeal; staff responses are included:

- 1. “[Applicant] had previously attained tentative approval on lowest garage that is allowed to encroach into front setback. Michael Draper (previous planner 2021-22) had no adverse comments.”**

A building permit application for the Connaughton project was received on January 26, 2024, and therefore a review and approval of the design could not have occurred prior to this date. The Community Development Department does not provide pre-approvals or any form of approval in informal meetings prior to evaluating a complete project submittal. Staff approvals for building permits are issued through signed documents, sign-offs in our permitting software, and Land Development Technical Advisory Committee (LDTAC) meetings when applicable. Any comments on or the absence of comments on pre-application materials by staff, whether positive or negative, do not constitute a denial or approval. An application may only be evaluated once submitted.

- 2. “The submitted garage design does conform with the General Plan Chapter 4, Section 0.4.120, G Part 4. The plate height is at 8’ 0” with parallel chord truss above with overall height of 12’ 0”.”**

Past application of the eight-foot height standard assumes a typical construction methodology wherein the garage header (and therefore height of the garage door and effective height of the structure for vehicle use) is in line with the top plate. If typical construction methodology were applied to this design, the top plate would be in line with the garage header at nine feet, which exceeds the height maximum. The remainder of §04.120.G.4. allows up to 20’ of total height for a “roof peak or other structural appurtenance,” which is a building design encouraged by Mono County both for aesthetic and snow shed purposes. In this case, the 9’-12’ of space supported by a truss system above the garage header qualifies as a structural appurtenance.

To consider the decision in a bigger picture, if this alternative construction method were deemed to meet the height requirement, conceivably garage doors and usable heights of up to 20’ would be allowed in the reduced front yard setback as long as the top plate is located at eight feet.

- 3. “Previously approved variance 23-002. All approved ‘23.”**

Minor Variance 23-002/Connaughton (Attachment 2) only addressed the maximum height of the roof top handrails as set forth in the following project description: “The project ... seeks approval of ... a 10% encroachment (an additional 3.5’, see Figures 1 & 2) into the 35’ maximum height requirement for roof top handrails for a proposed residential buil[d].” The height of the garage is not mentioned in the Minor Variance. The entire project was not reviewed for conformance with development standards as part of the variance review; only the subject of the variance application and as set forth in the variance project description was reviewed and approved. As Mono County Planning Analyst Kelly Karl stated in the April 23, 2023, Land Development Technical Advisory Committee (LDTAC) meeting where the Minor Variance by Director application was accepted, “a minor variance by director is not going to involve . . . a complete . . . plan check or . . . kind of analysis against the general plan standards. So, this is merely just looking at whether or not the subject property meets the criteria for just a 10% increase. So, it’s one tiny, tiny analysis of the project, not a comprehensive review.” (See LDTAC meeting transcript in Attachment 5.)

**PUBLIC NOTICING**

The Notice of Public Hearing for the appeal was mailed to surrounding landowners on April 2, 2024 (Attachment 6).

**PUBLIC COMMENT**

No public comments have been received on the proposal at the time this report was drafted.

**APPEAL DECISION**

The appeal body may render its decision at the conclusion of the hearing or at any time within 30 days.

Notice is hereby given pursuant to Code of Civil Procedure Section 1094.6 that the time within which to bring an action challenging the County's decision is 90 days from the date the decision becomes final. If no appeal is made to the Board of Supervisors, the Planning Commission decision shall become final on the expiration of the time to bring an appeal (10 days). Notice is also hereby given that failure to exhaust administrative remedies by filing an appeal to the Board of Supervisors may bar any action challenging the Planning Commission's decision.

**ATTACHMENTS**

1. Proposed Resolution
2. Variance 23-002/Connaughton
3. Mono County General Plan Land Use Element Section 04.120.G.4.
4. Appeal Form
5. Transcript of April 3, 2023, LDTAC meeting
6. Public Hearing notice



**RESOLUTION R24-\_\_**

**A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION DENYING THE APPEAL OF THE PLANNING DIVISION’S DETERMINATION THAT THE PROPOSED GARAGE WITHIN THE FRONT YARD SETBACK EXCEEDS EIGHT FEET IN HEIGHT AND THEREFORE DOES NOT COMPLY WITH GENERAL PLAN LAND USE ELEMENT §04.120.G.4.**

**WHEREAS**, all use and development of private land within the unincorporated area of Mono County shall fully comply with any and all applicable requirements of the Mono County General Plan (MCGP), which incorporates the Mono County Code by this reference as though fully set forth, as the same may be amended from time to time, and any applicable area or specific plans, which are also incorporated by this reference; and

**WHEREAS**, planning and land use maps are contained and set forth in the MCGP and applicable area or specific plans, all of which are incorporated herein by this reference, as the same may be amended from time to time, including but not limited to the general plan's countywide land use maps and community land use designation maps; and

**WHEREAS**, MCGP Land Use Element (LUE) Section 04.120.G.4. states, in part, “in cases where the elevation of the front half of the lot at a point 50 feet from the centerline of the street is 7 feet above or below the grade of the centerline, a private garage, attached or detached, may be constructed to within 5 feet of the front line; provided that no such structure shall exceed 8 feet in height, measured from the finished floor line to the top plate line, nor more than 20 feet from finished floor line to the roof peak or other structural appurtenance;” and

**WHEREAS**, MCGP LUE Section 04.120.G.4. assumes standard construction methodology where the garage door header is in line with the top plate, limiting the height of the garage door and effective height of the structure for vehicle use to eight feet. Otherwise, a top plate could be installed at eight feet in height with garage doors up to the maximum height of 20’, which is clearly not the intent of the standard; and

**WHEREAS**, the height above eight feet up to the maximum of 20’ is clearly intended to provide for design features such as architectural articulation and a pitched roof, not to accommodate a vehicle; and

**WHEREAS**, a building permit application was submitted to the Mono County Community Development Department (CDD) on January 26, 2024, which proposes to construct a four-story single-family residence at 201 West Steelhead Road in June Lake, CA, which has an Assessor’s Parcel Number (APN) of 016-112-015-000 and a land use designation of Single-Family Residential (SFR); and

**WHEREAS**, the parcel meets the elevation gradient required in MCGP LUE §04.120.G.4. in order to qualify for a reduced setback for a garage; and

**WHEREAS**, the garage as designed in the submitted building permit application for 201 West Steelhead Road includes a garage within the front yard setback with an alternative construction method where the eight-foot tall top plate is not aligned with the nine-foot tall garage door header, and a second top plate (or equivalent) is installed at 12’ in height; and



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### NOTICE OF DECISION Variance 23-002/Connaughton Minor Variance by Director

**APPLICANT:**

Craig Tapley/Design Dimension  
Association., Inc.

**OWNER:**

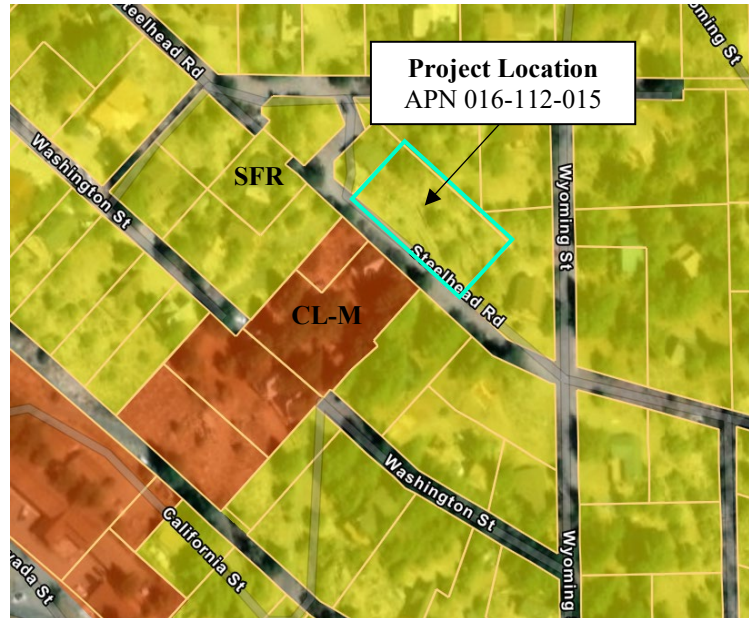
Luke Connaughton

**SUBJECT PROPERTY:**

Unassigned Address, June Lake  
APN 016-112-015

**PROPOSAL:**

Allow for a 10% encroachment (up  
to 3.5') into the 35' maximum height  
for due to severe topographical  
constraints of the parcel.



Pursuant to the Mono County General Plan, Land Use Element, Chapter 1, §01.041 Minor Variance by Director, and based upon the following findings, you are hereby notified that Variance 23-002 has been:

- Granted as requested.  
 Granted subject to the attached Conditions of Approval.  
 Denied.

**BACKGROUND**

Per Mono County General Plan, Land Use Element, Chapter 4, §04.110.A. Building Height, “All buildings and structures...shall have a height no greater than 35 feet from grade measured from any point of the building. All heights shall be calculated from the natural grade or finished grade, whichever is more restrictive. See Figure 11.” The maximum height may be increased by an additional 10%, under Land Use Element, Chapter 1, §01.041 “Minor Variance by Director,” the Director may grant a reduction of up to 10% in any given Land Development Standard, if certain findings are made. The Director must find:

- A. Because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the standard deprives such property of privileges enjoyed by other property in the vicinity and under the same land use designation.



- B. The proposed reduction remains consistent with the intent and objective of the standard;
- C. The proposed reduction will not create undue hardship on adjacent properties;
- D. There is no other practical means of achieving compliance with the standard;
- E. The reduction does not conflict with any other laws or plans; and
- F. The project must be exempt from CEQA.

The Minor Variance by Director process differs from the Director Review or Use Permit processes which both require a comprehensive review of the project and analysis of all relevant General Plan regulations. The Minor Variance by Director process focuses solely on whether the five findings required for the 10% adjustment are met. The analysis that follows in this staff report is limited to the findings required in §01.041 to approve the proposed height increase. A comprehensive review of the project's compliance with relevant General Plan standards will be conducted during the Building Permit application process and is not in this staff report.

#### **PROJECT DESCRIPTION**

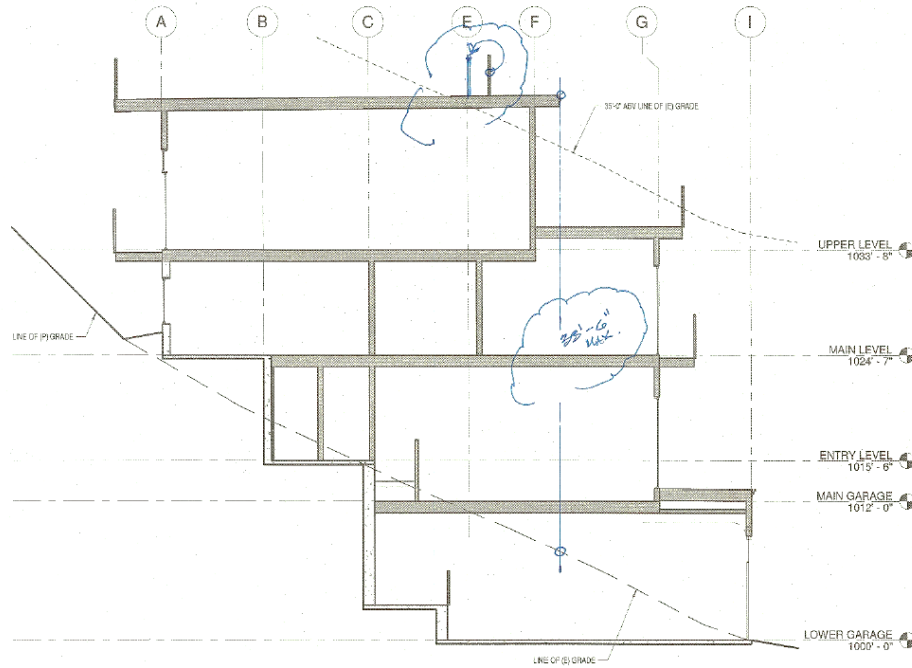
The project, located on an undeveloped lot in the upper Clark Tract at APN 016-112-015 in June Lake, seeks approval of a Minor Variance by Director for a 10% encroachment (an additional 3.5', see Figures 1 & 2) into the 35' maximum height requirement for roof top handrails for a proposed residential built. The parcel is approximately 0.31-acre in size and is designated Single-Family Residential (SFR).

The parcel is surrounded by Single-Family Residential (SFR) parcels to the north, east, and west with Commercial Lodging-Moderate (CL-M) to the south.

#### **LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)**

The LDTAC accepted a Minor Variance by Director application for the project on April 3, 2023, and no comments were received from staff or members of the public. The project returned to LDTAC on May 1, 2023, for review of the draft conditions of approval. One comment from Community Development staff was received requesting that the condition of approval for the height allowance incorporate more specific language for this situation.

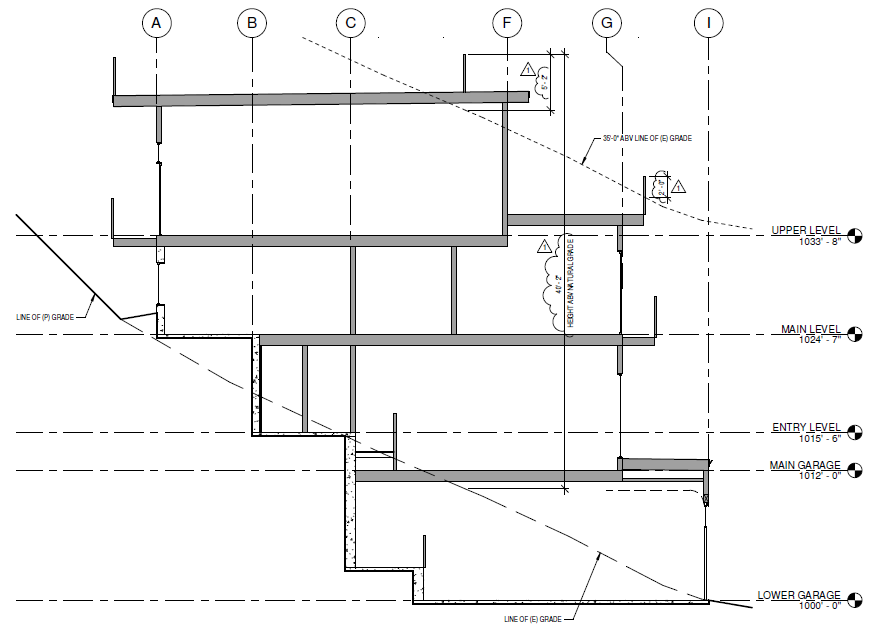
**FIGURE 1 – BUILDING HEIGHT STUDY SECTION 2**



BUILDING HEIGHT STUDY - SECTION 2

3/16" = 1'-0"

Above is the updated plan set submitted April 25, 2023, which shows the handrail being moved back from the edge of the roof so that the total height measured from the handrail to grade does not exceed 38'-6".

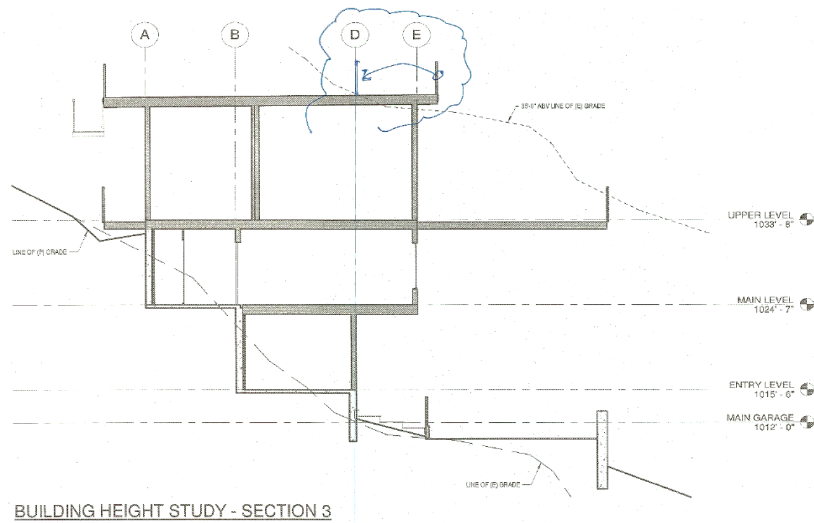


BUILDING HEIGHT ANALYSIS - SECTION 2

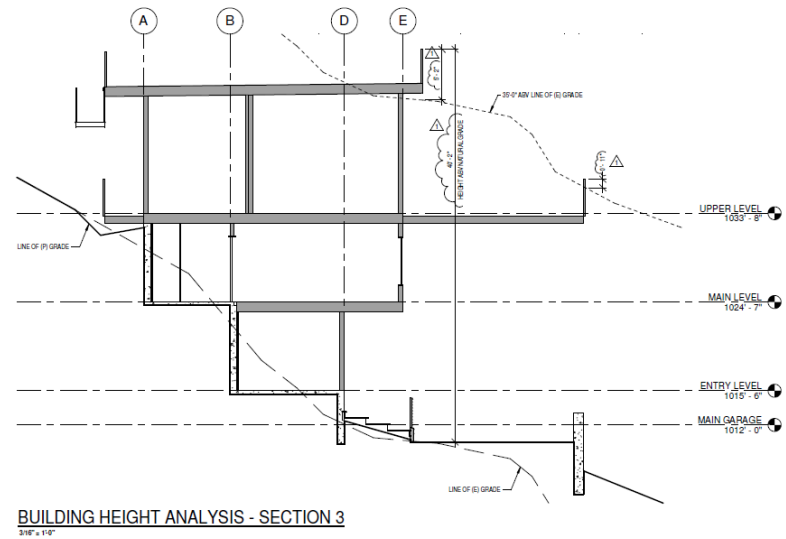
3/16" = 1'-0"

Above is the older plan set submitted March 30, 2023, showing the relevant height measurements for handrail (5'-2") and overall building height to grade (40'-2"). These measurements were taken prior to moving the handrail.

**FIGURE 2 - BUILDING HEIGHT STUDY SECTION 3**

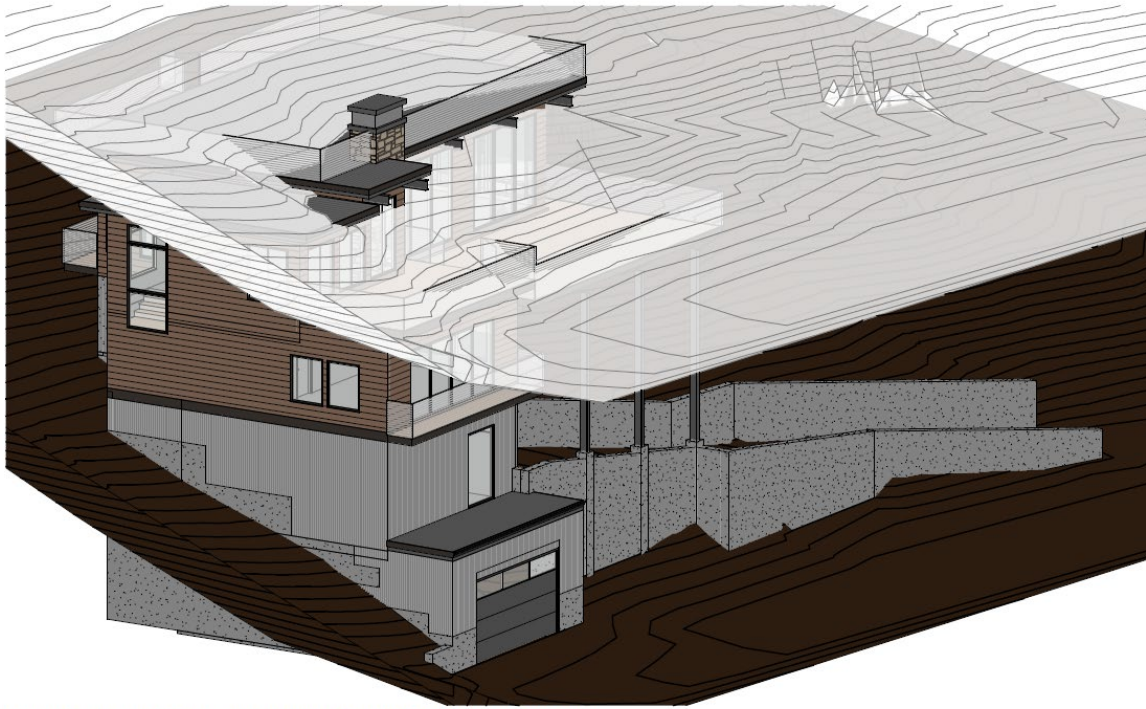


Updated plan set submitted April 25, 2023, which shows the handrail being moved back from the edge of the roof so that the total height measured from the handrail to grade does not exceed 38'-6.



Above is the older plan set submitted March 30, 2023, showing the relevant height measurements for handrail (5'-2") and overall building height to grade (40'-2"). These measurements were taken prior to moving the handrail.

**FIGURE 3 – BUILDING HEIGHT ANALYSIS PERSPECTIVE VIEW**



**BUILDING HEIGHT ANALYSIS PERSPECTIVE VIEW** NOTE: WHITE PLANE REPRESENTS 35'-0" ABOVE NATURAL GRADE

Perspective view shows upper handrail prior to the April 25, 2023, plan set submittal. This figure is included to show all project elements that exceed 35' in height.

### **MINOR VARIANCE BY DIRECTOR FINDINGS**

*In certain cases, the Director may grant a reduction of up to 10% in any given Land Development Standard. In order to grant this reduction, the Director must make the following findings:*

*A. Because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the standard deprives such property of privileges enjoyed by other property in the vicinity and under the same land use designation:*

The parcel has extreme natural topography and includes a series of vertical rock steps that make for a challenging home design. The current design steps the floor plan of the structure back with each level to allow adequate width or depth at each level front to back. At the upper level, the center of the house where the natural grade steps upwards causes a small length the flat roof and the handrail to exceed the 35'-0" height standard. The project is located in the upper Clark Tract and is significantly constrained by extreme topography and rock outcroppings. Thus, the strict application of the standard deprives the property of privileges enjoyed by other similar properties.

*B. The proposed reduction remains consistent with the intent and objective of the standard:*

The proposed reduction remains consistent with the intent and objective of the standard because the height increase does not exceed ten percent.

*C. The proposed reduction will not create undue hardship on adjacent properties:*

The proposed reduction will not create undue hardship on adjacent properties because the additional 3.5' feet of height is for a small portion of the flat roof line and handrail and will not create significant visual impact to adjacent properties. Further, where the handrail exceeds the height, the area above 35' is not solid and would not impede views or create inappropriate massing.

*D. There is no other practical means of achieving compliance with the standard:*

The parcel has extreme natural topography and includes a series of vertical rock steps that make for a challenging home design. The design steps the floor plan of the structure back with each level to allow adequate width or depth at each level front to back. At the upper level, the center of the house where the natural grade steps upwards causes a small length the flat roof and the handrail to exceed the 35'-0" height rule (see Figures 1-3). Based on the above topographic and design constraints, no other practical means of compliance exists to accommodate the minor features that extend beyond the 35' height limit.

*E. The reduction does not conflict with any other laws or plans:*

The 3.5' reduction does not conflict with any other laws or plans. The Minor Variance by Director process is different from the Director Review or Variance processes which both require a comprehensive review of the project and analysis of all relevant General Plan regulations. The Minor Variances by Director process focuses its analysis on the five required findings needed to grant a 10% reduction. The analysis in this staff report is limited to the findings required to approve the proposed height increase and not a comprehensive review of the project's compliance with relevant General Plan standards.

*F. The project must be exempt from CEQA:*

The project is exempt from CEQA under Section 15303. See analysis below.

### **CEQA COMPLIANCE**

The project qualifies as a Class 3 Categorical Exemption for the installation of new small equipment and facilities. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

- (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- (e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

This project qualifies as a Class 3 exemption because it consists of construction of a single-family residence and associated accessory structures which are specifically listed as exempt.

**MONO COUNTY**  
**Planning Division**  
**NOTICE OF DECISION for**  
**MINOR VARIANCE by DIRECTOR**

**VARIANCE #:** 23-002

**APPLICANT:** Craig Tapley/Design Dimension Association., Inc.

**ASSESSOR PARCEL NUMBER:** 016-112-015

**PROJECT TITLE:** Variance 23-002/Connaughton

**PROJECT LOCATION:** Unassigned Address at APN 016-112-015, June Lake

**CONDITIONS OF APPROVAL**

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE DIRECTOR, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

Notice is hereby given pursuant to Code of Civil Procedure Section 1094.6 that the time within which to bring an action challenging the County's decision is 90 days from the date the decision becomes final. If no appeal is made to the Planning Commission, the Director's decision shall become final on the expiration of the time to bring an appeal. Notice is also hereby given that failure to exhaust administrative remedies by filing an appeal to the Planning Commission may bar any action challenging the Director's decision.

**DATE OF DECISION:** May 10, 2023

**EFFECTIVE DATE:** May 20, 2023

This Minor Variance by Director shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date. Ongoing compliance with the conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

PREPARED BY: Kelly Karl, Planning Analyst

DATE OF DECISION: May 10, 2023

SIGNED: *Wendy Sugimura*

\_\_\_\_\_  
 Wendy Sugimura, Community Development Director

## **Conditions of Approval**

### Minor Variance by Director 23-002/Connaughton

1. Project shall comply with all Mono County requirements including, but not limited to, Building Division, Public Works, and Environmental Health requirements.
2. An additional 3.5' feet of height is permitted for this project for a maximum height of 38'- 6" (including roofs and handrails) and shall be measured from natural grade or finished grade, whichever is more restrictive. This maximum height does not apply to features specifically listed as exempt (such as chimneys) per Mono County General Plan, Land Use Element, Table 04.010.
3. If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.
4. Appeal. The Minor Variance by Director shall become effective 10 days following the issuance of the Director's decision. During the 15-day period, an appeal may be filed in accordance with Chapter 47. If an appeal is filed, the permit will not be issued until the appeal is considered and a decision is rendered by the Planning Commission.
5. Termination. A variance shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all of the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur: A. There is a failure to commence the exercise of such rights as determined by the Director within two years from the date of approval thereof or as specified in the conditions. If applicable, time shall be tolled during litigation. Exercise of rights shall mean substantial construction or physical alteration of property in reliance with the terms of the variance; or B. There is discontinuance for a continuous period of two years, as determined by the Director, of the exercise of the rights granted; or C. No extension is granted as provided in Section 33.070.
6. Extensions. If there is a failure to exercise the rights of the variance within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the variance may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension. Exception to this provision is permitted for those variances approved concurrently with a tentative parcel or tract map; in those cases the approval period(s) shall be the same as for the tentative map.

7. Revocation. The Commission may revoke the rights granted by a variance and the property affected thereby shall be subject to all of the provisions and regulations of land use designations and development requirements applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the variance or the violation by the owner or tenant of any provision of this General Plan pertaining to the premises for which such variance was granted. Before the Commission shall consider revocation of any variance, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The decision of the Commission may be appealed to the Board of Supervisors in accordance with Section 47, Appeals, and shall be accompanied by the appropriate filing fee.



# V23-002\_Connaughton\_MVD\_StaffReport\_FINAL






## L

Final Audit Report

2023-05-10

Created:	2023-05-10
By:	Kelly Karl (kkarl@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx8J6FliCW__-QHpNnkqHOtHLgO9WZT8a

## "V23-002\_Connaughton\_MVD\_StaffReport\_FINAL" History

-  Document created by Kelly Karl (kkarl@mono.ca.gov)  
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Signature Date: 2023-05-10 - 6:59:22 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.  
2023-05-10 - 6:59:22 PM GMT



pool or pond, generally formed by a natural or man-made obstruction in the course of flowing water that is shown on a USGS map.

b. New development shall be subject to the following minimum setbacks from any lake, and major or minor stream. Any proposed structure, including associated impervious surfaces, shall be located a minimum of 30 feet from the top of the bank. Greater setback requirements may be imposed through the land division and/or environmental review process if determined necessary to protect the water body and riparian resource. Deviations of these setback requirements may be granted if the mandatory Director Review findings can be made and the applicant can demonstrate that the proposed construction will not result in a significant adverse impact on the water body or the riparian area. Such Director Review applications shall include a landscaping plan that illustrates all project site disturbance areas and specifies a comprehensive program for restoring the disturbed areas.

Structures and uses existing within these setback areas prior to January 1, 1990, shall be permitted to remain and, if necessary, be reconstructed. Such reconstruction within the setback area shall not result in:

- I. An increase in lot coverage;
- II. A change in use;
- III. Increased runoff from impervious surfaces; or
- IV. An adverse change in the drainage of the lot.

c. If the Public Works Department determines in the course of its review that a stream course not identified on a USGS map carries significant flow (either continuously or intermittently), the building setbacks in this subdivision may be imposed.

2. Wildlife. For sage grouse lek setbacks and deer migration corridors. Refer to Conservation Open Space Element for more details.

#### G. Other Setback Requirements

1. Architectural features. Architectural features such as cornices, eaves, and canopies may project not more than 30 inches into any required yard. Fireplaces, not exceeding 8 feet in breadth, may extend not more than 30 inches into any required yard.

2. Porches. Open, uncovered porches, landing places or outside stairways may project not more than 3 feet into any required yard.

3. Front-yard variation. In any residential designation where 50% or more of the building sites on any one block have been improved with buildings, the required front yard shall be not less than the average of the developed building sites, to a maximum of that specified for the designation in which the building site is located.

4. Garage within front yard. Notwithstanding any part of the requirements of this section, in cases where the elevation of the front half of the lot at a point 50 feet from the centerline of the street is 7 feet above or below the grade of the centerline, a private garage, attached or detached, may be constructed to within 5 feet of the front line; provided that no such structure shall exceed 8 feet in height, measured from the finished floor line to the top plate line, nor more than 20 feet from finished floor line to the roof peak or other structural appurtenance.

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes CA, 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

### APPEAL APPLICATION

\*\*\* In order to be valid,  
appeal must be filed **within**  
**10 days of action date.**

APPLICATION # _____	FEE \$ _____
DATE RECEIVED _____	RECEIVED BY _____
RECEIPT # _____	CHECK # _____ (NO CASH)

**APPELLANT** CRAIG TAPLEY / DESIGN DIMENSION ASSOC., INC.  
**ADDRESS** P.O. BOX 7193 CITY/STATE/ZIP MAMMOTH, CA. 93546  
**TELEPHONE** ( 760 ) 934.4348 E-MAIL \_\_\_\_\_  
**APPLICATION # BEING APPEALED** 1324-015  
**DATE OF ACTION** COUNTY RESPONSE 2/20/24 **DATE OF APPEAL** 3/4/24

**NATURE OF APPEAL:** Describe what is being appealed. If it is a condition of approval, attach a copy of the project conditions and indicate which conditions are being appealed.

WE HAD PREVIOUSLY ATTAINED TENTATIVE APPROVAL ON LOWEST GARAGE THAT IS ALLOWED TO ENCRDACH INTO FRONT SETBACK. MICHAEL DRAPER PREVIOUS PLANNER ('21-'22)

HAD NO ADVERSE COMMENTS, BUT NOW PLANNING SAY'S IT DOESN'T MEET GENERAL PLAN FOR SOME REASON.

**REASON FOR APPEAL:** Describe why the decision is being appealed.

THE SUBMITTED GARAGE DESIGN DOES CONFORM WITH THE GENERAL PLAN CHAPTER 9, SECTION 0.412, G PART 4. THE PLATE HGT. IS @ 8'-0" WITH PARALLEL CHORD TRUSS ABOVE WITH OVERALL HEIGHT OF 12'-0" FEET. PLEASE REFER TO ATTACHED DOCUMENTS.

**APPLICATION SHALL INCLUDE:**

- A. Completed application form.
- B. Deposit for project processing: See Development Fee Schedule. Project Applicants are responsible costs incurred above deposit amount.

I CERTIFY UNDER PENALTY OF PERJURY THAT I am:  legal owner(s) of the subject property,  corporate officer(s) empowered to sign for the corporation or authorized legal agent, or  other interested party.

[Signature]  
Signature

[Signature]  
Signature

3/4/24  
Date

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### PLOT PLAN CHECKLIST

Lack of a plot plan or any of the required information will delay the review of your plans by the Planning Division.

**PLOT PLANS MUST INCLUDE:**

- Name/address/phone number of owner, applicant, plan preparer
- North arrow, scale (1"=20', etc.)
- Assessor's Parcel Number (APN)
- Location/name of boundary streets, surface waters and recorded easements on property (include type and size of any easements)
- Dimensioned property lines/project boundary lines
- Location/outside dimensions/use of proposed structures, driveways, parking areas -- distance between structures and setbacks to all property lines and surface waters
- Contour lines if the property is in a flood zone

**PLOT PLANS MUST ALSO INCLUDE THE FOLLOWING**, if applicable:

- Location/outside dimensions/use of existing structures: distance between structures and setbacks to all property lines and surface waters
- Location and name of surface waters within 50 feet of property
- Location of utility lines 115 kV or greater within 35 feet of property
- Unusual site features (e.g., hilly terrain, drainages) on property

**NOTE:** New development in the Swall Meadows area are required to submit a Wheeler Crest Design Review application.

The items checked above have been included on the submitted plot plan.

  
\_\_\_\_\_  
Signature of Applicant

3/4/24  
\_\_\_\_\_  
Date

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### USE PERMIT APPLICATION

APPLICATION # _____	FEE \$ _____
DATE RECEIVED _____	RECEIVED BY _____
RECEIPT # _____	CHECK # _____ (NO CASH)

**APPLICANT/AGENT** \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE ( \_\_\_\_ ) \_\_\_\_\_ E-MAIL \_\_\_\_\_

**OWNER**, if other than applicant \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE ( \_\_\_\_ ) \_\_\_\_\_ E-MAIL \_\_\_\_\_

**PROPERTY DESCRIPTION:** \_\_\_\_\_

Assessor's Parcel # \_\_\_\_\_ General Plan Land Use Designation \_\_\_\_\_

**PROPOSED USE:** Describe the proposed project in detail, using additional sheets if necessary.

NOTE: An incomplete or inadequate project description may delay project processing.

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I CERTIFY UNDER PENALTY OF PERJURY THAT I am:  legal owner(s) of the subject property (all individual owners must sign as their names appear on the deed to the land),  corporate officer(s) empowered to sign for the corporation, or  owner's legal agent having Power of Attorney for this action (a notarized "Power of Attorney" document must accompany the application form), AND THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Mono County Community Development Department

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### PROJECT INFORMATION

(To be completed by applicant or representative)

NOTE: Please answer all questions as accurately and completely as possible to avoid potential delays in processing. Attach additional sheets if necessary.

**I. TYPE OF PROJECT** (check any permit(s) requested):

- Director Review    Use Permit    Lot Line Adjustment    Land Division (4 or fewer)
- Subdivision    Specific Plan    Variance    General Plan Amendment
- Other APPEAL TO PLANNING COMMENTS

APPLICANT CRAIG TATLEY; PDA, INC.

PROJECT TITLE THE STEELHEAD HOUSE

LOT SIZE (sq. ft./acre) \_\_\_\_\_ ASSESSOR'S PARCEL # 016-112-015-000

PROJECT LOCATION 201 WEST STEELHEAD RD., JUNE LAKE, CA. 93529

Has your project been described in detail in the project application? Yes  No

Please Specify:

Number of Units \_\_\_\_\_ Building Height/# of floors \_\_\_\_\_  
Number of Buildings \_\_\_\_\_ Density (units/acre) \_\_\_\_\_

Total lot coverage/impervious surface (sq. ft. & %) 29.05% / 100% LOT = 12,801 SF.  
a. Buildings (first-floor lot coverage /sq. ft. & %) 1,097 SF.  
b. Paved parking & access (sq. ft. & %) 1,416 SF.

Landscaping/screening and fencing:  
a. Landscaping (sq. ft. & %) \_\_\_\_\_  
b. Undisturbed (sq. ft. & %) \_\_\_\_\_

Total parking spaces provided:  
a. Uncovered 2-  
b. Covered 3 - GARAGE  
c. Guest/Handicapped \_\_\_\_\_

**II. SITE PLAN**

Are all existing and proposed improvements shown on the Plot Plan (see attached Plot Plan Requirements)? Yes  No

**III. ENVIRONMENTAL SETTING**

Use one copy of the Tentative Map or Plot Plan as needed to show any necessary information. Attach photographs of the site, if available.

*More on back...*



1. VICINITY MAP:

Attach a copy of assessor's parcel pages or a vicinity map showing the subject property in relation to nearby streets and lots or other significant features.

2. EXISTING DEVELOPMENT:

Vacant  If the site is developed, describe all existing uses/improvements such as structures, roads, etc. Does the Plot Plan show these uses? Yes  No

PROPOSED SFR

3. ACCESS/CIRCULATION:

Name of Street Frontage(s) WEST STEELHEAD, JUNO LAKE

Paved  Dirt  No existing access

Are there any private roads, drives or road easements on/through the property?

Yes  No

N/A

Has an encroachment permit been submitted to Public Works or Caltrans? Yes  No

Does the property have any existing driveways or access points? Yes  No

Are any new access points proposed? Yes  No

Does the Plot Plan show the driveways or access points? Yes  No

Describe the number and type of vehicles associated with the project TYPICAL SINGLE FAMILY

4. ADJACENT LAND USES:

A. Describe the existing land use(s) on adjacent properties. Also note any major man-made or natural features (i.e., highways, stream channels, number and type of structures, etc.).

LAND USE

LAND USE

North RESIDENTIAL

South RESIDENTIAL

East u

West u

B. Will the proposed project result in substantial changes in pattern, scale or character of use in the general area? Yes  No  If YES, how does the project propose to lessen potential adverse impacts to surrounding uses? \_\_\_\_\_

5. SITE TOPOGRAPHY:

Is the site on filled land? Yes  No  Describe the site's topography (i.e., landforms, slopes, etc.) STEEP SLOPE w/ ROCK OUT CROPPING

6. DRAINAGES:

A. Describe existing drainage ways or wetlands on or near the project site (i.e., rivers, creeks and drainage ditches 12" or deeper and/or within 30' of the property) \_\_\_\_\_

B. Are there any drainage easements on the parcel? Yes  No

C. Will the project require altering any streams or drainage channels? Yes  No  If YES, contact the Department of Fish and Game for a stream alteration permit. IF YES TO ANY OF THE ABOVE, show location on plot plan and note any alteration or work to be done within 30 feet of the stream or drainage.

7. VEGETATION:

A. Describe the site's vegetation and the percentage of the site it covers (map major areas of vegetation on the Plot Plan) TYPICAL INDIGENOUS SPECIES

B. How many trees will need to be removed? 3

- C. Are there any unique, rare or endangered plant species on site? Yes  No
- D. Has the site been used for the production of agricultural crops/trees or grazing/pasture land in the past or at the present time? Yes  No
- E. Is landscaping/planting of new vegetation proposed? Yes  No

8. WILDLIFE:

- A. Will the project impact existing fish and wildlife? Yes  No   
Describe existing fish and wildlife on site and note any proposed measures (if any) to avoid or mitigate impacts to fish and wildlife \_\_\_\_\_  
\_\_\_\_\_
- B. Are there any unique, rare or endangered animal species on site? Yes  No

9. CULTURAL RESOURCES:

- A. Are there any cemeteries, structures or other items of historical or archaeological interest on the property? Yes  No  Specify \_\_\_\_\_  
\_\_\_\_\_

10. SITE GRADING:

PREVIOUS  
SUBMITTAL

- A. Will more than 10,000 square feet of site area be cleared and/or graded? Yes  No  If YES, how much? \_\_\_\_\_
- B. Will the project require any cuts greater than 4' or fills greater than 3'? Yes  No
- C. Will the project require more than 200 cubic yards of cut or fill? Yes  No  If YES, how much? \_\_\_\_ If YES to A, B or C, contact the Department of Public Works for a grading permit.
- D. Will site grading of 10% or more occur on slopes? Yes  No
- E. Note any measures to be taken to reduce dust, prevent soil erosion, or the discharge of earthen material off site or into surface waters \_\_\_\_\_  
\_\_\_\_\_

11. AIR QUALITY:

- A. Will the project have wood-burning devices? Yes  No  If YES, how many? 1
- B. What fuel sources will the proposed project use? Wood  Electric  Propane/Gas
- C. Will the proposal cause dust, ash, smoke, fumes or odors in the vicinity? Yes  No

12. VISUAL/AESTHETICS:

- A. How does the proposed project blend with the existing surrounding land uses?  
PREVIOUSLY APPROVED VARIANCE 23-002
- B. How does the proposed project affect views from existing residential/commercial developments, public lands or roads? \_\_\_\_\_  
\_\_\_\_\_
- C. If outdoor lighting is proposed, describe the number, type and location \_\_\_\_\_  
\_\_\_\_\_

ALL  
APPROVED  
123

13. NATURAL HAZARDS:

- A. Is the site known to be subject to geologic hazards such as earthquakes, landslides, mudslides, ground failure, flooding, avalanche or similar hazards? Yes  No   
(Circle applicable hazard[s]).
- B. Will any hazardous waste materials such as toxic substances, flammables or explosives be used or generated? Yes  No
- C. Does the project require the disposal or release of hazardous substances? Yes  No
- D. Will the project generate significant amounts of solid waste or litter? Yes  No



E. Will there be a substantial change in existing noise or vibration levels? Yes  No   
If YES to any of the above, please describe \_\_\_\_\_

More on back...

14. OTHER PERMITS REQUIRED:

List any other related permits and other public approvals required for this project, including those required by county, regional, state and federal agencies:

NONE

- Encroachment Permits from *Public Works or Caltrans*.
- Stream Alteration Permit from *Department of Fish and Game*
- 404 Wetland Permit from *Army Corps of Engineers*
- Grading Permit from *Public Works*
- Building Permit from *County Building Division*
- Well/Septic from *County Health Department*
- Timber Land Conversion from *California Department of Forestry*
- Waste Discharge Permit from *Lahontan Regional Water Quality Control Board*
- Other \_\_\_\_\_

IV. **SERVICES**

1. Indicate how the following services will be provided for your project and the availability of service.

Electricity \_\_\_\_\_

Underground  Overhead  (Show location of existing utility lines on Plot Plan)

Road/Access \_\_\_\_\_

Water Supply \_\_\_\_\_

Sewage Disposal \_\_\_\_\_

Fire Protection \_\_\_\_\_

School District \_\_\_\_\_

2. If an extension of any of the above is necessary, indicate which service(s), the length of extension(s), and the infrastructure proposed \_\_\_\_\_

**CERTIFICATION:** I hereby certify that I have furnished in the attached exhibits the data and information required for this initial evaluation to the best of my ability, and that the information presented is true and correct to the best of my knowledge and belief. I understand that this information, together with additional information that I may need to provide, will be used by Mono County to prepare a Specific Plan in compliance with state law.

Signature \_\_\_\_\_ Date 3/4/24

For CONNORINGTON FAMILY

NOTE: Failure to provide any of the requested information will result in an incomplete application and thereby delay processing.

AGREEMENT FOR THE PROVISION OF PROJECT EVALUATION,  
ENVIRONMENTAL REVIEW, AND PROCESSING SERVICES

INTRODUCTION

WHEREAS, CRAIG TAPLEY (hereinafter referred to as "Applicant") proposes to engage in the following activities in Mono County: construction of new 3-story single family residence at 201 W. Steelhead Road (APN: 016-112-015-008) in June Lake.  
(The activities proposed by Applicant are hereinafter referred to as the "Project.")

WHEREAS, the Mono County Code, General Plan, policies, regulations, and/or state laws or regulations require(s) that Applicant obtain the following permit(s) or other discretionary approval(s) from the Mono County Planning Commission, Board of Supervisors, or other County department or agency before Applicant may implement the proposed Project: BUILDING PERMIT (B24-015)  
(hereinafter "the Discretionary Approval(s)").

Comm Dev (Planning) WHEREAS, Applicant has applied OR has submitted pre-application materials to the Mono County Department for the above-referenced discretionary approval(s) for the proposed Project.

WHEREAS, pursuant to the Mono County Code, General Plan, policies, regulations, and/or state laws or regulations, the Planning Commission, Community Development Department, Public Works Department, Environmental Health Department and/or the Board of Supervisors (the "Decision Maker(s)") have the responsibility for determining whether the discretionary approval(s) being sought by Applicant may be issued for the proposed project. The Decision Maker(s) also have responsibility for the County's compliance with the California Environmental Quality Act ("CEQA") in regard to the project application.

WHEREAS, County has determined that the Project may be subject to CEQA and thus that appropriate reports and documentation may need to be prepared, completed, and certified in compliance with CEQA before the Decision Maker(s) may consider the project application and the discretionary approval(s) being sought for the proposed Project.

WHEREAS, County may find it necessary or desirable to enter into contracts with independent contractors (hereinafter "Contractor or Contractors") to assist the County in the evaluation of the proposed Project and in the preparation of the CEQA reports and documentation.

WHEREAS, this Agreement sets forth the understanding between the Parties as to the roles and responsibilities of the Parties in evaluating the proposed Project, in processing the application(s) for the Discretionary Approvals, in preparing CEQA documentation, in retaining Contractors, and for payment by Applicant to County of all costs incurred by County in conducting these activities.

TERMS AND CONDITIONS

1. TERM.

The term of this Agreement shall commence on March 5, 2024 This Agreement shall terminate

sixty (60) days from the final action (including any appeal to another County Decision Maker) being taken by the Decision Maker(s) either granting or denying the Discretionary Approval(s). The date of termination shall be sixty (60) days from the effective date of the final decision. Notwithstanding the foregoing, the obligation of the Applicant to defend, indemnify, and hold the County harmless, as provided in paragraph 8 of this Agreement, shall survive such termination. This Agreement may be sooner canceled or terminated as provided below.

2. **SCOPE OF WORK.**

The County shall perform the following services and work:

- evaluate the project application for completeness and provide any necessary consultation;
- evaluate the environmental impacts of the proposed Project;
- evaluate any other impacts or aspects of the Project pertinent to the County's evaluation of the proposed Project;
- prepare CEQA reports and documentation that address and analyze the proposed Project, including an Environmental Impact Report if deemed appropriate by the County;
- determine whether to approve the discretionary approval(s) sought with respect to the proposed Project.

3. **PERFORMANCE OF WORK.**

- A. **Use of Employees and Contractors.** County may perform work and services under this Agreement either by its own employees, or by using one or more Contractors retained by the County. County will have such work or services performed by employees or Contractors who are qualified to, and capable of, doing such work. County will determine which employee(s) and Contractors are qualified and capable to perform the work and services under this Agreement. Applicant has no right to designate, or require work or services to be performed by a particular County Department, class of County employee, specific County employee(s), or by Contractors. County need not obtain Applicant's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement. Services and work provided by the County under this Agreement will be performed by County employees or Contractors in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, County Codes, regulations, and resolutions. Such laws, County Codes, regulations, and resolutions include, but are not limited to, those referred to in this Agreement.
- B. **Selection of Contractors.** County shall notify Applicant in advance of retaining a Contractor to perform services in regard to the proposed Project. Any Contractor who has not already been retained by the County to perform services in regard to the proposed Project shall be selected in a manner consistent with the guidelines set forth in the Mono County Environmental Handbook or may be selected utilizing an alternative procedure mutually acceptable to the parties hereto that is in compliance with County and other applicable law. The Mono County Community Development Director shall determine whether the Contractor, who will assist the County in the evaluation of the project and/or preparation of the CEQA reports and documentation, shall be selected in a manner consistent with the guidelines set forth in the Mono County Environmental Handbook or shall be selected through an alternative procedure. The Community Development Director shall also determine the selection procedure that will be employed with regard to retention of the

services of any other Contractor for the purpose of assisting their respective Departments in performing other work required by the County Code or other applicable County or state laws, regulations, or policies.

C. General Provisions Pertaining to Contracts.

- (1) Any contract between the County and a Contractor shall prohibit the Contractor from assisting in the preparation of engineering plans and/or construction designs for the proposed Project. No Contractor retained by the County shall have any financial or economic interest in the Community Development, design, construction or operation of the proposed Project. Prior to the execution of the contract(s) between the County and a Contractor, the Contractor shall execute a statement of financial interest that states that the Contractor has no financial or other interest in the outcome of the Project.
- (2) Any contract between the County and a Contractor shall require that the Contractor procure and maintain insurance for the protection and benefit of the Parties. Prior to the selection of a Contractor, the County will provide Applicant with its minimum insurance requirements for the contract.
- (3) Any contract between the County and a Contractor shall provide that the Contractor may only employ a subcontractor after receipt of prior approval by the County.
- (4) Any contract between the County and a Contractor shall provide that any subcontractor to be hired by the Contractor shall be required to furnish a statement of financial interest to the Contractor that states that the subcontractor has no financial or economic interest in the Community Development, design, construction or operation of the proposed Project. The Contractor shall be required to submit this statement to the County prior to the retention of the subcontractor.
- (5) County shall have authority to suspend work and to suspend payments to any Contractor if the contract work is not performed in a professional, cost effective and generally satisfactory manner. Any suspension of a Contractor for these reasons shall be in the form of a written notice concurrently provided to Applicant and the Contractor.

4. COUNTY COSTS, CONTRACTOR COSTS AND CONSIDERATION.

A. Amount of payment for services and work performed by County Employees. Applicant shall pay all County costs for all services and work performed by County employee(s) under this Agreement. The County's costs for these services and work shall be the sum of the following: (1) Employee Costs, (2) Overtime, (3) Travel Costs, and (4) Special Costs incurred by the County, as defined and described more fully below:

- (1) Employee Costs. Employee Costs shall be the County's actual costs of providing employees who provide work or services under this Agreement, including their hourly rates of pay (or pro rata portion of salary), fringe benefits, overtime (if applicable), and indirect costs such as overhead. Costs billed to Applicant shall be based on the hours that are actually spent by County employees performing such



work or services, rounded up or down to the nearest fifteen minutes.

- (2) Overtime. Where the circumstances of the services and work provided under this Agreement require a County employee to work in excess of eight (8) hours per day or 40 hours per week (in the case of an 8 hour per day employee), or 7 hours per day or 35 hours per week (in the case of a seven hour per day employee), and County is obligated by law or contract to compensate the employee for such work at a rate of one and one half (1.5) times their hourly rate of pay (hereinafter referred to as "overtime"), the hourly rate of pay for such overtime hours worked under this Agreement, used for purposes of determining Employee Costs, will be one and one half (1.5) times the employee's hourly rate of pay.
- (3) Travel Costs. Travel and per diem costs shall be the actual costs incurred by the County when an employee travels and/or incurs per diem expenses in performing work under this Agreement. Actual costs to the County will be determined by the County policy then in effect that establishes travel and per diem reimbursement rates for County employees.
- (4) Special Costs. Special costs are those costs incurred by the County that have been approved in advance by Applicant for the purchase of particular specialized equipment, supplies, tools and materials used by County in performing work or services under this Agreement.
- B. Amount of Payment for Services and Work Performed by Contractors. Applicant shall pay all of the County's costs for any Contractor retained by the County to perform services or work under this Agreement. The County's costs for these services and work shall be the actual cost to the County for the services and work.
- C. Project Fund. County shall establish a Project Fund (hereinafter referred to as "Project Fund") to administer all funds provided by Applicant to County pursuant to this Agreement: All costs incurred by County that arise from this Agreement will be paid from the Project Fund. Any money deposited in the Project Fund shall be used for no purpose other than the payment of these costs; however, within sixty days following the termination of this Agreement, and after payment has been made of all outstanding costs incurred by the County, any funds remaining in the Project Fund will be returned to Applicant. Applicant shall not be entitled to any interest on funds deposited and held in the Project Fund, nor shall County have any obligation to invest said funds on behalf of the Applicant. Nevertheless, in the event that the County itself actually earns any interest on such funds in its possession that can be reasonably traced or attributed to those funds, it shall, to the extent both legally permissible and reasonably practicable for the County Auditor-Controllers office, use its best efforts to pass said earned interest through to the Applicant by depositing or crediting it to the Project Fund. The Mono County Community Development Director, or his designee, shall be responsible for ensuring that all payments from Project Fund are made in the appropriate time and manner.
- D. Initial Deposit/Payments to County and Contractors. Within 15 days after the effective date of this Agreement, Applicant shall deposit with the County the sum of \$495.00. County shall immediately deposit the funds into the Project Fund. Thereafter, the County shall transfer to itself from the Project Fund an amount equal to any costs (plus overhead) when employee costs are billed to the project, for special costs incurred by the County, and for the costs of

Contractors retained by the County.

- E. Subsequent Payments. County shall submit to Applicant an itemized statement of the costs of all services and work performed by the County, any special costs incurred by the County, and the costs of any Contractor retained by the County. The statement shall typically be sent prior to a decision point (such as consideration by the Planning Commission or Board of Supervisors) and at project close, and will identify the date on which the services and work were performed, describe the nature of the services and work, itemize any travel or special costs incurred by County during the period, and provide copies of all Contractors invoices paid by the County during the period. Applicant shall make payment to County in the amount of the statement within twenty days of receipt of the statement. Upon receipt of a payment from Applicant, County shall immediately deposit the funds. If Applicant fails to make a payment in the amount of the statement to the County within the 20-calendar day period, County may cease all work and services under this Agreement until the funds have been provided.
- F. Limit Upon Amount Payable Under Agreement. Except for costs that may be required to be paid to County or others pursuant to Section 8 (Defense and Indemnification), the total sum of all payments made by Applicant to County for services and work performed under this Agreement shall not exceed the total of the following: (1) costs of County employees who perform services and work pursuant to this Agreement (including overtime, costs of fringe benefits, and travel costs), (2) special costs incurred by the County, (3) costs of services and work performed by any Contractors retained by County to perform work and services under this Agreement, and (4) overhead costs.
- G. Federal and State Taxes. Applicant will not withhold any federal or state income taxes or social security from any payments made by Applicant to County pursuant to this Agreement.

6. **ADDITIONAL PROCEDURES AND OBLIGATIONS.**

- A. The procedures that will be followed in preparing and processing the CEQA reports and documentation on the proposed Project are set forth in the Mono County Environmental Handbook.
- B. The Mono County Community Development Director shall establish a project working group composed of such County personnel as are deemed necessary. The working group will meet monthly, or more frequently if necessary, to provide internal staff communication and coordination in regard to the County's work on the proposed Project.
- C. Representatives of each party shall attend regular meetings with the other party, with federal, state, regional, and local agencies, with concerned groups, and attend other meetings as necessary, for the purpose of providing information concerning the proposed Project and work plan and receiving comments on the proposed Project and related environmental documents. County will notify Applicant of any meetings that are scheduled in regard to the Project. County will immediately notify Applicant of any matter raised by a federal, state, regional, or local agency that may require significant changes to the project proponent's application, or that may result in County incurring significant additional costs pursuant to this Agreement.
- D. County shall make the final determination as to the accuracy, inclusion, deletion, or revision

of any material, (including all issues, data, analyses, and conclusions) relating to evaluations of the Project and application(s) related thereto.

- E. The Parties shall identify, and protect from public disclosure, confidential or proprietary information (including data) as required by applicable laws.
- F. Any determination by the Planning Commission and/or Board of Supervisors as to whether the applied for discretionary approval(s) will be approved for the proposed Project shall be based upon the whole of the record including the CEQA reports and documentation, recommendations from county Departments, testimony from public hearings, and all relevant written evidence submitted on the Project.
- G. The Community Development Department will:
  - (1) As directed by the Mono County Community Development Director, either prepare and circulate a request for qualifications to appropriate Contractors for the preparation of the CEQA reports and documentation, or follow alternate Contractor selection procedures.
  - (2) In the event that it is determined to select a Contractor to assist the Community Development Department in performing its responsibilities under the County Code through the procedures set forth in the Mono County Environmental Handbook, the Community Development Department will:
    - a. Review any statements of qualifications received from Contractors interested in preparing the CEQA reports and documentation or in assisting the Community Development Department in performing its other responsibilities under the County Code, determine which Contractors are qualified to perform the requested services, and prepare and circulate a request for proposal to each Contractor deemed qualified.
    - b. Evaluate any proposals submitted for the preparation of the CEQA reports and documentation and/or for provision of other services in assisting the Community Development Department in performing its responsibilities under the County Code, determine the best proposals, and interview the Contractor or Contractors submitting the best proposals.
    - c. Select the most qualified Contractor or Contractors to prepare CEQA reports and documentation, and/or to provide other services in assisting the Community Development Department in performing its responsibilities under County Code.
  - (3) Manage the preparation of the CEQA reports and documentation, economic evaluation, project evaluation, and other work required of the Community Development Department by the Mono County Code, the Mono County General Plan, or California law.
  - (4) Prepare, or cause to be prepared by a contractor, all necessary documents and notices for the Planning Commission use for rendering decision on the Project application(s) and associated CEQA reports and documentation.

- (5) Provide staff assistance, or cause staff assistance to be provided by a contractor, to the applicable Commission/Board for the County with the responsibility for the County's compliance with CEQA and for certification of the adequacy of any CEQA reports and documentation for the proposed project.
- (6) Perform additional services in regard to the proposed Project as may be requested by the Planning Commission, the Board of Supervisors, or other decision-making county commission or official.

7. **STATUS OF PARTIES.**

- A. All acts of County, its agents, its Contractors, officers, and employees, relating to the performance of this Agreement, and all actions taken by the Applicant shall be performed as independent contractors, and not as agents, officers, or employees of Applicant or County. The parties have no authority to bind or incur any obligation on behalf of one another. No party to this agreement has the authority or responsibility to exercise any rights or power vested in the other parties to this agreement. No agent, officer, or employee of the any party to this Agreement is to be considered an employee of any other party to this agreement. This Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture between County and Applicant. The County and the Applicant, its agents, officers, and employees are not, and at all times during the term of this Agreement shall not, represent or conduct themselves as employees of one another.
- B. County shall determine the method, details, and means of performing the work and services to be provided by County under this Agreement. County shall be responsible to Applicant only for the responsibilities and work specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to control with respect to the physical action or activities of Applicant in fulfillment of this Agreement.

8. **DEFENSE AND INDEMNIFICATION.**

- A. Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the County's acts or omissions with regard to its compliance with CEQA or other laws, with regard to the preparation and processing of the CEQA reports and documentation and with regard to the decision based thereon concerning the Project. Specifically, Applicant's obligation to defend, indemnify, and hold the County harmless specifically extends to any suit or challenge by any third party against the County that contests the legality or adequacy of the CEQA reports and documentation or the County's compliance with the requirements of CEQA or other laws. The Applicant will have the option to use Mono County legal counsel (which could include contracted attorneys) and pay the County for those fees or obtain outside counsel to handle such suit. In either case, the County will have the right to participate in settlement of any such suit or challenge. Should Applicant fail to defend, indemnify, and hold harmless County, County may discontinue the defense of any such litigation. Nothing in this Agreement shall be construed to waive or diminish either Party's right, or the right of a non-Party, to challenge any decision, or defend any challenge, arising out of the CEQA process.

- (1) Applicant's obligations to defend, indemnify, and hold the County, its agents,



officers, and employees harmless under the provisions of this paragraph shall include, but not be limited to:

- a. the costs of any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the CEQA reports and documentation and/or County's compliance with CEQA or other laws;
- b. the costs of any settlement representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of the CEQA reports and documentation and/or the County's compliance with CEQA or other laws.

(2) As to any judgments, awards or settlement costs, all parties to this agreement, or persons hired by any party to this agreement, will proceed in good faith and with reasonable diligence to achieve a settlement or other disposition of the same that will minimize, to the extent reasonably practicable, Applicant's costs of defense and indemnification of County under this Agreement. Parties will consult with one another and give due consideration to all party's views prior to any such settlement of final disposition. County shall promptly notify Applicant of any claim, action, or proceeding brought pursuant to Government Code Section 66499.37 and shall cooperate fully in its defense.

- B. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph are not limited to, or restricted by, any policy of insurance or contract limit.
- C. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph will be effective regardless of whether a valid permit is in place or has been invalidated.

#### **9. CANCELLATION/WITHDRAWAL OF APPLICATION.**

- A. This Agreement may be canceled by Applicant without cause and at will for any reason by giving to County written notice of such intent to cancel. Cancellation of this Agreement shall be effective on the fifth business day following receipt of a written cancellation notice by County. Cancellation of this Agreement by Applicant shall act as a withdrawal by Applicant of its request for any approval from Mono County pertaining to the Project as described in this Agreement effective on the date of the cancellation.
- B. Upon receipt of notice of a cancellation, or upon the effective date of a termination by default, County shall terminate all contracts with Contractors and make final payment from the Project Fund to such Contractors. County also shall make final payment to itself for any other unpaid costs incurred by the County in providing services or work under this Agreement. Within sixty days of the cancellation or termination, County shall pay to Applicant any funds remaining in the Project Fund after the County has paid all Contractors, all costs incurred for work or services performed by County employees, and all special costs.
- C. A cancellation of this Agreement, or a termination of this Agreement by default as set forth in Section 11 below, shall not terminate Applicant's obligation to defend, indemnify, and hold the County harmless under the provisions of Section 8 of this Agreement.

10. ASSIGNMENT.

Applicant may assign its rights or delegate its duties under this Agreement at any time, to any party surviving a takeover or merger of the real property involved in this Agreement with Applicant providing that such party assumes in writing all of Applicant's obligations under this Agreement.

11. DEFAULT.

A. If Applicant fails to pay County for the work and services performed by County in a timely manner, County may declare default, and notify Applicant in writing of the facts constituting such default. Within 30 days of service of such notification of default, Applicant may cure the default by paying to County all amounts owing to County for services and work. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If Applicant fails to make the payment within the 30-day period, County may deduct the amount owed from any available funds that remain in the Project Fund. Such deduction by County shall not cure Applicant's default unless the Applicant replenishes the Project Fund within thirty (30) calendar days from the day of withdrawal by the County. Applicant's default shall not be excused if insufficient funds remain in the Project Fund to cover the amount owed. If at the end of the 30-day period, Applicant has failed to make the required payment, County at its election, may terminate this Agreement by written notice thereof to the Applicant. A notice of Termination shall act as a withdrawal by Applicant of its request for any approval from Mono County pertaining to the Project as described in this Agreement effective on the date of the notice.

B. Except for a failure to make a required payment as set forth in paragraph "A" above, if either Party should fail to comply with the other terms and conditions of this Agreement, the other party may declare default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. A notice of Termination shall act as a withdrawal by Applicant of its request for any approval from Mono County pertaining to the Project as described in this Agreement effective on the date of the notice of default.

12. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is amended as described in Section 16 below.

13. **CONFIDENTIALITY.**

The County shall make every effort to keep information and records kept, maintained, or accessible by County in the course of performance under this Agreement as privileged, restricted, or confidential to the fullest extent possible while complying with applicable provisions of the federal, state, and county regulations.

14. **SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, County Code, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

15. **ATTORNEY'S FEES.**

If either of the Parties brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare a default, cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

16. **AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties. Any modification, amendment or change shall be in written form and executed with the same formalities as this Agreement, and attached to the original Agreement.

17. **NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Applicant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Mono:

County Community Development Director  
P.O. Box 347  
Mammoth Lakes, CA 93546

Applicant:

CRAIG TAPLEY  
P.O. BOX 7193  
MAMMOTH LAKES, CA 93546

18. **ENTIRE AGREEMENT.**


This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
5<sup>th</sup> DAY OF MARCH, 2024.

~~COUNTY~~ APPLICANT

By:  CRAIG TAPLEY

~~APPLICANT~~ COUNTY

By:  WENDY SUGIMURA, CDD DIRECTOR

PROPERTY OWNER

By:  LAKE CONSTRUCTION

28

00:13:24.490 --> 00:13:35.060

ncriss: Item number 3 on the agenda is application acceptance, and item A is minor variance by director for Connaughton. and that's Kelly Karl's

29

00:13:35.120 --> 00:13:36.050

ncriss: project.

30

00:13:38.390 --> 00:13:50.130

Kelly Karl: [unintelligible] accept for processing an application for a minor variance by director. The request is a 10% height increase for proposed residence. It's located in June Lake.

31

00:13:50.260 --> 00:14:03.830

Kelly Karl: The subject property is severely constrained by topography. and the parcel is designated single family residential. It's approximately 0.31 acre in size.

32

00:14:03.970 --> 00:14:10.550

Kelly Karl: and so we haven't had too many applications for a minor variance. So just to clarify.

33

00:14:10.650 --> 00:14:16.940

Kelly Karl: This is a provision 01.041

34

00:14:16.970 --> 00:14:28.280

Kelly Karl: chapter one of the land use element that allows for a slight alteration of up to 10% for any given land development standard if certain findings are made

35

00:14:28.390 --> 00:14:38.420

Kelly Karl: one last point. So this is, um, so a minor variance by director is not going to involve a like a complete

36

00:14:38.440 --> 00:14:41.930

plan, check, or

37

00:14:41.940 --> 00:14:56.490

Kelly Karl: kind of analysis against the general plan standards. So this is merely just looking at whether or not the subject property meets the criteria for just a 10% increase. So it's one tiny.

38

00:14:56.650 --> 00:15:08.680

Kelly Karl: tiny analysis of the project, not a comprehensive review. As you know, most of our use permits or director review permit applications are, so, I'll pause there.

39

00:15:09.100 --> 00:15:11.850

Kelly Karl: See if there's any staff comment

40

00:15:29.570 --> 00:15:31.190

ncriss: any staff comments

41

00:15:32.440 --> 00:15:33.900

ncriss: doesn't sound like it.

42

00:15:34.750 --> 00:15:37.780

ncriss: Is there any public comment on this?

43

00:15:41.970 --> 00:15:43.510

Heidi Willson: No hands are raised.

44

00:15:43.840 --> 00:15:44.590

ncriss: Okay.

45

00:15:49.460 --> 00:15:53.550

ncriss: Is the is the applicant here, Kelly? Do they want to speak or anything?

46

00:15:56.330 --> 00:16:01.710

Kelly Karl: I don't see the name on the list of attendees. I don't know if the

47

00:16:02.100 --> 00:16:08.360

Kelly Karl: Craig Tapley is the designer for this, so I don't know if he's on the line or not.

48



00:16:08.880 --> 00:16:12.260

Heidi Willson: I don't see his name unless he called in.

49

00:16:15.880 --> 00:16:17.080

ncriss: Okay? Well.

50

00:16:17.160 --> 00:16:24.020

ncriss: without any comments. So far, we'll just go ahead and make a motion to accept the application for the minor variance.

51

00:16:24.260 --> 00:16:25.570

ncriss: Is there a second?

52

00:16:26.560 --> 00:16:30.020

lstark@mono.ca.gov: I can second.

53

00:16:30.200 --> 00:16:36.190

ncriss: Okay, Great. Thank you. Is there any opposition to accepting the minor variance application for Connaughton?

54

00:16:40.600 --> 00:16:48.670

ncriss: not hearing any. We'll go ahead and accept that application for processing. And, Kelly, you can go ahead and inform the applicant.

# Mono County Community Development Department

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

## Planning Division

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

### **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on **April 18, 2024**. The meeting will be held virtually at <https://monocounty.zoom.us/j/89227416076> and in the Bridgeport Board Chambers, Second Floor, Mono County Courthouse, 278 Main Street, Bridgeport, CA 93517 or via teleconference at the Dana Room of the Mono County Civic Center, Second Floor, 1290 Tavern Road, Mammoth Lakes, CA 93546. Members of the public shall have the right to observe and offer public comment to consider the following:

**No earlier than 9:00 a.m. Appeal of Planning Division determination that a garage within a front setback shall not exceed eight feet in height, measured from the finished floor line to the top plate line.**

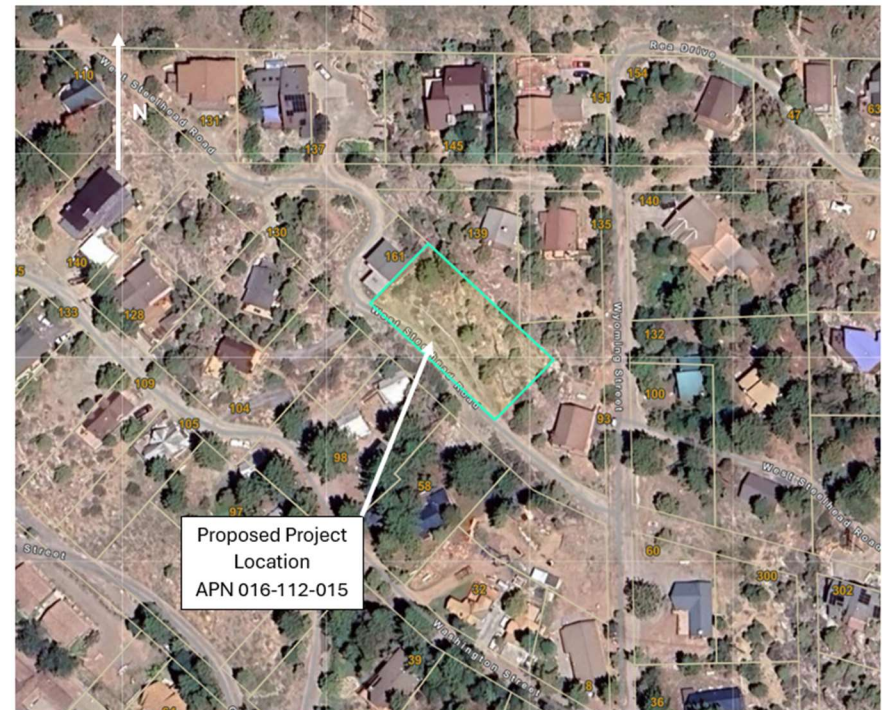
Mono County General Plan Land Use Element Section 04.120.G.4 states, in part, "in cases where the elevation of the front half of the lot at a point 50 feet from the centerline of the street is 7 feet above or below the grade of the centerline, a private garage, attached or detached, may be constructed to within 5 feet of the front line; *provided that no such structure shall exceed 8 feet in height, measured from the finished floor line to the top plate line.*" The proposal is to develop a vacant parcel located at 204 West Steelhead Road in June Lake (APN 016-112-015-000). The parcel has a land use designation of Single-Family Residential (SFR) and is 0.3 acres. The proposed single-family residence includes a garage within the front setback (approximately 12 feet from the front property line) which has a garage door height of nine feet. After reviewing the building plans, the Planning Division made a determination that the accessory garage, as shown on the plans submitted by the appellant, is not in compliance with Mono County General Plan Land Use Element Section 04.120.G.4. The applicant is appealing that Planning Division determination to the Planning Commission who can affirm, affirm in part, or reverse the determination. The project qualifies for an exemption under CEQA §15303(a).

INTERESTED PERSONS are strongly encouraged to attend online or in person to comment, or to submit comments to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA, 93546, by **5 pm on Wednesday, April 17**, to ensure timely receipt, or by email at

[cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at or prior to the public hearing.

For additional questions, please contact the Mono County Planning Division:

Aaron M. Washco, Planning Analyst  
PO Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1810, [awashco@mono.ca.gov](mailto:awashco@mono.ca.gov)



Mono County Community Development Dept.  
PO Box 347  
Mammoth Lakes, CA 93546

## Mono County Planning Division\*: Current Projects

March 21, 2024

\*Does not comprehensively include transportation, LAFCO, building, code compliance, etc. projects

Completed Planning Applications		
DR	Twin Lakes	OH power
DR	Bridgeport	Cargo Container
UPM	June Lake	Final site plan at June Lake Brewery approved per UP

Active Planning Permit Applications		
Permit Type	Community	Description
<i>Appeal</i>	<i>June Lake</i>	<i>Height of garage within front yard setback</i>
GPA/SP	Mono Basin	STRs & campground, awaiting applicant approval of CEQA costs
GPA/SP	Sonora Junction	Permit existing nonconforming campground, change LUD from RM to SP, awaiting applicant response
UP	June Lake	New RV Park (Bear Paw), CEQA underway
UP	Walker	RV storage - awaiting applicant response
UP	Bridgeport	500 sf wood shop & 1400 sf caretaker home - awaiting PW/Board approval of avigation easement
UP	Sunny Slopes	New Long Valley Fire Dept station
LLA	Coleville	adjustment & merger - awaiting applicant response
LM	June Lake	Highlands II - awaiting payment of property taxes
LM	Walker	merger of ER parcels - awaiting payment of property taxes

Active Policy/Planning Projects		
Name	Community	Description
<i>North County Water Transfer Project</i>	<i>North County</i>	<i>Board workshop in May, RPACs again in June, GPA to Commission in June, GPA to Board in July</i>
<i>Short-Term Rental Housing Study</i>	<i>Countywide</i>	<i>Received Board direction on policies and processing. Nearly all new applications will be elevated to use permits.</i>
<i>Special District Study</i>	<i>Countywide</i>	<i>nearing completion - May 2024</i>
<i>Multi-Jurisdictional Hazard Mitigation Plan Update</i>	<i>Countywide</i>	<i>Interviewed top scoring firms, in the process of contracting</i>
<i>Tri-Valley Groundwater Model</i>	<i>Tri-Valley</i>	<i>Grant contract in place, Inyo County Water Department managing the project</i>
Biomass Facility	Countywide	Assist with land use planning issues as necessary; Whitebark has been expanding project area to June and Mono Basin
Review State Minimum Fire Safe Standards and update General Plan regulations	Countywide	Will be a separate GPA, received determination that new regulations do not apply to existing roads
Whitmore Area Planning	Mammoth Area	Coordinate with Town, USFS, BLM, LADWP on plans to expand recreation uses at Whitmore Recreation Area, including a possible dog park.
Housing Policy	Countywide	Housing Element tracking and policy development per Board's direction, collaborating with new Housing Manager
Transportation projects of note	Countywide	working on 24-25 OWP; update regional transportation plan; collaborating with Caltrans on Lee Vining and Bridgeport street rehabilitation projects, and traffic calming for Walker Main Street
US 395 Wildlife Crossings	Long Valley	Project committee to construct wildlife crossings on US 395; Caltrans lead
Silver Peak SCE project	S. County/Tri-Valley	Replacement of power poles and hardening electrical infrastructure; Planning providing comments per General Plan

<b>Active Policy/Planning Projects</b>		
<i>Sage grouse conservation</i>	<i>countywide</i>	<i>Board authorized letters to CDFW and USFWS regarding state and federal proposed listings.</i>
<i>RVs as residences</i>	<i>Countywide</i>	<i>Preparing for RPAC outreach for policy input. County to work on safe park facility. Lower priority: investigate if existing RV parks could increase stay lengths and/or stay open in winter to be part of the solution.</i>
Towns to Trails Planning	Countywide	Participate in effort by ESCOG/MLTPA
Revision to Chapter 11	Countywide; Antelope Valley	on hold pending staffing resources
Cannabis Odor Standards	Countywide	Low priority

**Acronyms:**

AG	Agriculture
BOS	Board of Supervisors
CEQA	California Environmental Quality Act
DR	Director Review
ESCOG	Eastern Sierra Council of Governments
GHG	Greenhouse Gas
GPA	General Plan Amendment
LLA	Lot Line Adjustment
LTC	Local Transportation Commission
LUD	Land Use Designation
MFR-M	Multi-Family Residential - Medium
MLTPA	Mammoth Lakes Trails and Public Access
MU	Mixed Use
PC	Planning Commission
RR	Rural Residential
SP	Specific Plan
STR	Short-Term Rental
UP	Use Permit
VHR	Vacation Home Rental
VMT	Vehicle Miles Traveled