Mono County Community Development Department

PO Box 347 Mammoth Lakes CA, 93546

Planning Division

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

760.924.1800, fax 924.1801 commdev@mono.ca.gov

USE PERMIT APPLICATION

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

APPLICANT/AGENT We Are Everywhere RV	Park			
ADDRESS 119437 US Hwy 395	CITY/STATE/ZIP Coleville, CA	96107		
TELEPHONE (<u>530</u>) <u>495-2255</u>	E-MAIL stay@meadowcliff.com			
OWNER, if other than applicant				
ADDRESS	CITY/STATE/ZIP			
TELEPHONE ()	E-MAIL			
PROPERTY DESCRIPTION:	31			
Assessor's Parcel # 002-060-001-000	General Plan Land Use Designation	RM & SP		
PROPOSED USE: Describe the proposed pro	ject in detail, using additional sheet	s if necessary.		
NOTE: An incomplete or inadequate project description may delay project processing. Add an addition of 20 RV Pull Thourgh sites, developing 10 acres of this parcel.				
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	<u>4-29-27</u> Date		

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 □			
3.	ACCESS/CIRCULATION: Name of Street Frontage(s) US Highway 395 Paved Dirt No existing access Are there any private roads, drives or road easements on/through the property?			
	Yes □ No ■ Has an encroachment permit been submitted to Public Works or Caltrans? Yes □ No ■			
	Does the property have any existing driveways or access points? Yes \(\bar{\text{\cup}} \) No \(\bar{\text{\cup}} \) Are any new access points proposed? Yes \(\bar{\cup} \) No \(\bar{\cup} \)			
	Does the Plot Plan show the driveways or access points? Yes ■ No□			
	Describe the number and type of vehicles associated with the project 20 RV's			
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 BLM Land South US Highway 395			
	East Vacnant land owned by We are Everywhere RV PArk West Existing Coleveille KOA owned by We Are Everywhere RV Park			
	B. Will the proposed project result in substantial changes in pattern, scale or character of use in the general area? Yes No I 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.) Sage Brush and small slope			
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) None			
	B. Are there any drainage easements on the parcel? Yes \(\bigcup \) No \(\bigcup			
	C. Will the project require altering any streams or drainage channels? Yes \(\sigma\) No \(\sigma\) 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) Sage Brush, 100%			
	B. How many trees will need to be removed? 0			

	E.	Will there be a substantial change in existing noise or vibration levels? Yes \(\bigcup \) No \(\bigcup \) 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: 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 None		
IV.		SERVICES		
	Indicate how the following services will be provided for your project and the availability of service. Electricity Liberty Electric			
	Underground Overhead (Show location of existing utility lines on Plot Plan)			
		Road/Access From existing exntrance of 110437 US Highway 395		
		Water Supply From exisiting source of 110437 US Highway 395		
		Sewage Disposal May add addtion septic system		
		Fire Protection From Exisitng Antelope Valley Fire Distric		
		School District N/a		
2. If an extension of any of the above is necessary, indicate which service(s), extension(s), and the infrastructure proposed $\frac{N}{2}$				
		3 9		
info info tha	orm orm t tł	IFICATION : I hereby certify that I have furnished in the attached exhibits the data and lation required for this initial evaluation to the best of my ability, and that the lation presented is true and correct to the best of my knowledge and belief. I understand his information, together with additional information that I may need to provide, will be by Mono County to prepare a Specific Plan in compliance with state law.		
Sig	nat	ure Date 4-28.27		
For		We Are Everywhore RV Park		

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

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 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. <u>Use of Employees and Contractors</u>. 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 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.

obligated by law or contract to compensate the employee for such work at a rate of one and one half $(1\ 1/2)$ 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 $(1\-1/2)$ times the employee's hourly rate of pay.

- (3) <u>Travel Costs</u>. 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 insuring that all payments from Project Fund are made in the appropriate time and manner.
- D. <u>Initial Deposit/Payments to County and Contractors</u>. Within 15 days after the effective date of this Agreement, Applicant shall deposit with the County the sum of \$______. County shall immediately deposit the funds into the Project Fund. Thereafter, between the first and tenth day of each succeeding month, County shall transfer to itself from the Project Fund an amount equal to any costs (plus overhead) incurred by the County from the first day of the preceding month through and including the last day of the preceding month for work or services performed by the County, for special costs incurred by the County, and for the costs of Contractors retained by the County.
- E. <u>Subsequent Payments</u>. 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 cover the period

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, and other work required of the Community Development Department by the Mono County Code, the Mono County General Plan, or California law.

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:
 - 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.

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. <u>NOTICE</u>.

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: Applicant:

County Community Development Director P.O. Box 347 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.

*	

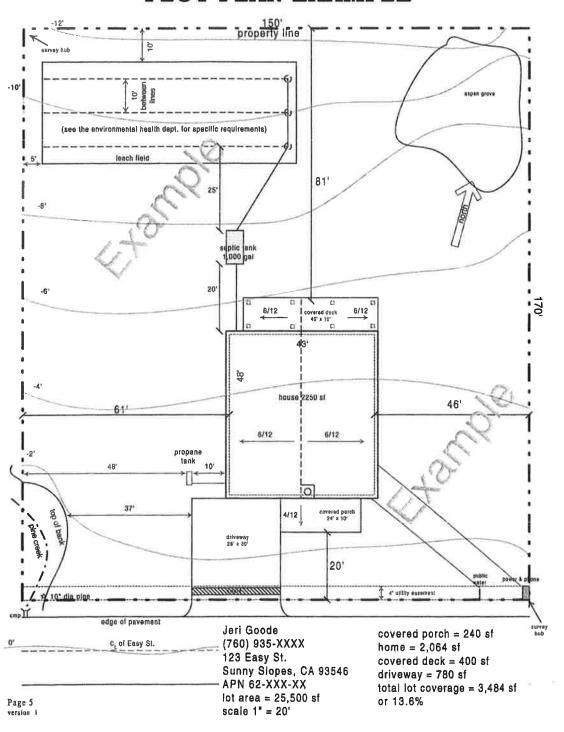
Mono County Community Development Department

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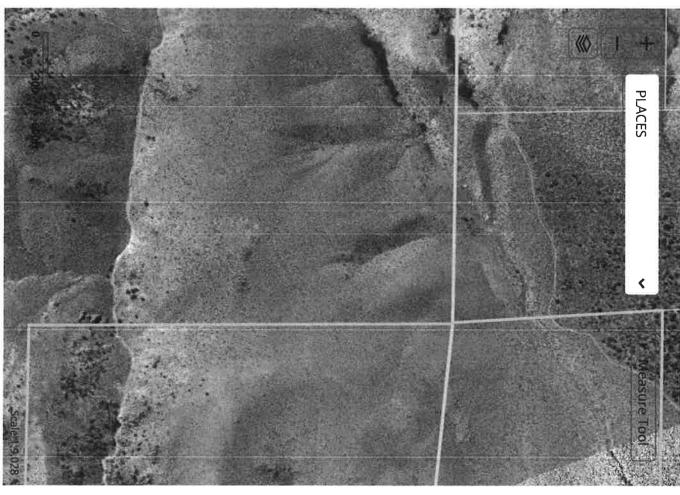
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PLOT PLAN EXAMPLE



4/19/22, 8:48 AM





COLEVILLE/WALKER KOA HOLIDAY MEADOWCLIFF LODGE



110437 US Hwy. 395 | Coleville, CA 96107 | Mono County Info & Emergency (530) 495-2255 | meadowcliff.com | KOA.com **Actions**



Deluxe Motel Room RV Super Site

RV Deluxe Site Site 50/30/20 amp

RV Rental

Deluxe Patio RV Site

RV Pull-In Site

RV Back-In Site Site 30/20 amp

RV Back-In Site Site 50/30/20 amp

LEGEND

RV Pull-Thru Site Site 50/30/20 amp

> Tent Site 20 amp/water

Family Tent Site

☆ Store

Office

📔 Parking

Fish Cleaning

👪 Handicap Parking









Your Room/Site #:

campfire22

Restroom/Laundry:____

2022

Check-Out No Later Than 11 AM



