INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA

Board of Supervisors Room - County Administrative Center
224 North Edwards, Independence, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at https://us06web.zoom.us/j/81412627121. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 814 1262 7121. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. **(2)** In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). **(3)** If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING
November 17, 2026
8:30 A.M.

1) **Public Comment on Closed Session Item(s)**
Comments will be accepted at this time related strictly to items on the Closed Session portion of the agenda. Comments will be limited to three minutes.

CLOSED SESSION

2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – County Administrative Officer Christine Bouchard, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

3) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9 –** Potential case: one - Claim for damages filed by the Northern Inyo Hospital District alleging a responsibility of Inyo County to make a legal determination for NIHD regarding NIHD's Gann Limit.

4) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9 –** Potential case: one.

5) **Public Employment – Pursuant to Government Code §54957 –** Title: Planning Director.

6) **Public Employment – Pursuant to Government Code §54957 –** Title: Public Works Director.

OPEN SESSION

(With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10 A.M.

7) **Pledge of Allegiance**

8) **Report on Closed Session as Required by Law**

9) **Public Comment**
Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

10) **Employee Service Recognition -** The Board will recognize employees who reached service milestones during the third quarter of 2026.

11) **Introductions -**The Board will be introduced to the following new employees:

- County Administrative Officer Christine Bouchard.
- Public Works - Equipment Operator Heavy Ermilo Arias, Equipment Operator Heavy Cole Coffman, and Equipment Mechanic Heavy Miguel Santana.
- Sheriff - Shelter Assistant Amy Cutright.

12) **Presentation -** Eastern Sierra Community Foundation Initiative

13) **Board Member Reports**
The Board will provide updates on recent or upcoming meetings, important issues discussed or to be discussed at those meetings, and any projects being explored.

14) **County Department Reports**

CONSENT AGENDA

(Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

15) Approval of Minutes from the Regular Board of Supervisors Meeting of November 3

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular Board of Supervisors meeting of November 3, 2026.

16) Resolution Setting 2027 Board of Supervisors Meeting Calendar

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve Resolution No. 2026-41, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Establishing the Board of Supervisors Meeting Schedule for the 2027 Calendar Year," and authorize the Chairperson to sign.

17) Adoption of a New Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act

County Administrator - Personnel | Keri Oney

Recommended Action: Approve and authorize the Chairperson to sign the following resolutions:

- Resolution No. 2026-42, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 001 Inyo Co. Employees Assoc;"
- Resolution No. 2026-43, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 002 Deputy Sheriffs Assoc;"
- Resolution No. 2026-44, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 004 Employees Assoc CPAR;"
- Resolution No. 2026-45, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 006 Law Enforcement Adm Assoc;"
- Resolution No. 2026-46, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 007 Elected, Appointed/Unrep;"
- Resolution No. 2026-47, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital

Care Act with Respect to a Recognized Employee Organization 008 Correctional Off Assoc;" and

- Resolution No. 2026-48, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 009 Probation Officers Assoc."

18) Employer Contribution Retiree Health Resolution

County Administrator - Personnel | Keri Oney

Recommended Action:

Approve Resolution No. 2026-49, titled, "Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants," and authorize the Chairperson to sign.

19) Amendment No. 1 of Agreement 22-HHAP-20063 with Department of Housing and Community Development

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:

A) Approve Amendment No. 1 to the agreement between the County of Inyo and Department of Housing and Community Development of Sacramento, California, extending the term end date from December 31, 2026 to June 30, 2030, contingent upon the Board's approval of future budgets, updating the Contracting Agency to Department of Housing and Community Development throughout the agreement, and updating the Contracting Agency to County of Inyo; and

B) Authorize the Health and Human Services Director to sign.

20) Resolution Exempting the County from the Additional Recycling and Compost Materials Collection Requirements of Senate Bill 54

Public Works - Recycling & Waste Management | Richard Shore

Recommended Action:

Approve Resolution No. 2026-50, titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Requesting an Exemption from the Additional Recycling and Compost Materials Collection Requirements of Senate Bill 54 of 2022," and authorize the Chairperson to sign.

REGULAR AGENDA - MORNING

21) Appointment of a Vice Chair of the Board of Supervisors for the Remainder of 2026

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
In accordance with the County of Inyo Board Governance and Rules of Procedure, appoint the District 4 Supervisor to serve as Vice Chair for the remainder of 2026.

22) Fiscal Year 2026-2027 Tobacco Control Program Allocation Agreement

Health & Human Services | Anna Scott

Recommended Action:
Ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed $300,000 for the period of July 1, 2026 through June 30, 2027, and authorize the HHS Director to sign Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices.

23) Purchase of 4 Ford Super Duty Trucks for Road Department

Public Works | Gordon Moose

Recommended Action:

A) Amend the Fiscal Year 2026-2027 Road Budget 034600 as follows: increase appropriation in Vehicles Object Code 5655 by $40,000 *(4/5ths vote required);* and
B) Authorize a purchase order in an amount of $275,101.71, payable to National Auto Fleet Group for the purchase of one (1) new/unused (2027 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box 142" WB & three (3) new/unused (2027 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 6.75' Box 148" WB).

24) Purchase of Asphalt Paver 8515E for Road Department

Public Works | Gordon Moose

Recommended Action:
Authorize a purchase order in an amount of $199,962.45, payable to Nixon-Egli Equipment Co. for the purchase of one (1) 2025 Used Leeboy 8500.

25) Purchase of 624 Loader for Road Department

Public Works | Gordon Moose

Recommended Action:
Authorize a purchase order in an amount of $290,562.15, payable to Coastline Equipment for the purchase of one (1) John Deere 624P Wheel Loader.

26) Federal Advocacy Update from The Ferguson Group
County Administrator | Meaghan McCamman

Recommended Action:
Receive a presentation and update from Jeremiah Van Auken of The Ferguson Group regarding federal legislative and regulatory issues relevant to Inyo County, including the County's Fiscal Year 2027 Congressional Directed Spending (earmark) requests, federal advocacy efforts undertaken on behalf of the County, and anticipated federal priorities and opportunities for the upcoming year.

LUNCH

27) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

28) Bonanza Peak Solar Project - Ordinances Approving Renewable Energy Development Agreement (REDA) 2026-01/Bonanza Peak Solar, LLC and REDA 2026-02/Bonanza Peak Solar II, LLC
Planning Department | Cathreen Richards

Recommended Action:
A) Receive a presentation from staff;
B) Conduct a public hearing on proposed ordinances titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Renewable Energy Development Agreement 2026-01 with Bonanza Peak Solar, LLC, the Mary Lee Wiley Living Trust, Section 20, LLC, and Mary Jane Christensen and Making Related Findings Under the California Environmental Quality Act," and "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Renewable Energy Development Agreement 2026-02 with Bonanza Peak Solar II, LLC, the Mary Lee Wiley Living Trust, Section 20, LLC, and Mary Jane Christensen and Making Related Findings Under the California Environmental Quality Act;"
C) Make findings as set forth in the ordinances that an addendum is the appropriate level of review for the project under the California Environmental Quality Act and certify the addendum;
D) Find that the project also meets the criteria set forth in CEQA Guidelines section 15183 and no additional review is required; and
E) Waive further reading of and enact said ordinances.

29) Discussion Regarding Appointment to District Attorney Position
County Administrator - Personnel | Keri Oney

Recommended Action:
Provide direction to staff to initiate the process for individuals to submit letters of interest to be appointed as the District Attorney on or before December 30, 2026, and set January 19, 2027 as the meeting date at which the Board will consider those letters of interest, conduct interviews, and make an appointment to the office of District Attorney.

30) Personal Services Contract - HHS Deputy Director of Fiscal Oversight and Special Operations
County Administrator - Personnel | Keri Oney

Recommended Action:
Approve the contract between the County of Inyo and Loretta Bengochia for the provision of personal services as the HHS Deputy Director of Fiscal Oversight and Special Operations at Grade 20, Step D, $10,674.00 per month, effective, November 19, 2026, and authorize the Chairperson to sign.

ADDITIONAL PUBLIC COMMENT

31) Public Comment
Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

CORRESPONDENCE - INFORMATIONAL

32) Treasury Status Report for Quarter Ending September 30, 2026

CLAIM AGAINST THE COUNTY OF INYO

(Government Code Section 910 et seq.; Inyo County Code chapter 1.28)

Submit claim in person or mail to Board Clerk:
In Person: 224 N. Edwards St, Independence, CA 93526
Mail: PO Box N, Independence, CA 93526

☒ New Claim
☐ Amended
* = REQUIRED

RECEIVED
OCT 23 2026
By _____
For Date Received Stamp Only

1.* Claimant's Name and Home Address
Northern Inyo Healthcare District
150 Pioneer Lane
City Bishop State CA Zip 93514
Home Cell Work
Phone (760) 873-5811 NIHD; (213) 542-7013 Attorney

2.* Send Official Notices and Correspondence to
Northern Inyo Healthcare District
150 Pioneer Lane
City Bishop State CA Zip 93514
Home Cell Work
Phone (760) 873-5811 – NIHD; (213) 542-5734 Attorney

3. Claimant's Date of Birth
NA – Claimant is a local government

4. Are you a Medicare Beneficiary? ☐ Yes ☒ No
Medicare HICN/SSN

5. Claimant Vehicle License Plate #, VIN, Make, Model, Mileage, and Year
NA – No vehicle is involved in the claim

6.* Date of Incident July 1, 1995 through June 30, 2026

7. Time of Incident

8.* Address and/or Description of Incident Location
Deficient required electronic funds transfers

9.* Basis of Claim. Describe in detail all facts and circumstances of the incident. Identify all persons, entities, property, and County departments involved. Describe why you believe the County is responsible for the alleged injury, property damage, or loss.

See attached

Names of Involved County Employees and/or Departments, if known

10.* Description of Claimant's injury, property damage, or loss
See attached

11.* Amount of Claimant's property damage or loss and method of computation. Attach supporting documentation.

ITEMS	
Property Tax Withheld	$ 12,1627,106
Lost Investment Earnings	$ 202,074
	$
	$
TOTAL AMOUNT	$ 12,829,180

Court Jurisdiction: ☐ Limited (up to $25,000) ☒ Unlimited (over $25,000)

12. Witness Names (if any) **Address** **Phone**

Section 72 of the Penal Code states: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand dollars ($1,000), or by both such imprisonment and fine, or by imprisonment in the state prison, or by a fine not exceeding ten thousand dollars ($10,000), or by both such imprisonment and fine."

13.* Christian Wallis
Signature of Claimant or Representative

10/22/2026
Date

Christian Wallis, DHA, MBA
Print Name

Chief Executive Officer
Relationship to Claimant

CLAIM AGAINST THE COUNTY OF INYO

Attachments and Supplemental Information

October 22, 2026

1. Claimant: Northern Inyo Healthcare District (NIHD)

9. Basis of Claim:

While Tom Scaglione of ATS Financial Services was engaged by NIHD to assist in debt service administration, he discovered a rate listed on Inyo County's *Tax Rates by Tax Rate Area* report as "1995 NORTHERN INYO HOSPITAL 220-NORTHERN INYO HOSPITAL GANN REFUND".

California Proposition 4 (1979), also known as the Gann limit, was approved by voters with the goal of keeping state and local government spending capped at 1978–79 levels, adjusted for changes in population and inflation. The Gann limit caps the 1% *ad valorem* property tax apportionment and is codified in the California Constitution (Article XIIIB) and Government Code §7900-7914. NIHD calculates and adopts the limit every year.

NIHD is the only taxing authority within Inyo County whose *ad valorem* tax is reduced by a Gann limit. NIHD is one of a few, if any, special districts in California whose tax revenue is limited by Gann. Many special districts are exempt from Gann as noted in the following excerpt from California Government Code section 7901(e):

> "Local agency" means a city, county, city and county, special district, authority or other political subdivision of the state, except a school district, community college district, or county superintendent of schools. The term "special district" shall not include any district which (1) existed on January 1, 1978, and did not possess the power to levy a property tax at that time or ***did not levy*** or have levied on its behalf, ***an ad valorem property tax rate*** on all taxable property in the district on the secured roll ***in excess of 12 1/2 cents per one hundred dollars ($100) of assessed value for the 1977-78 fiscal year***, or (2) existed on January 1, 1978, or was thereafter created by a vote of the people, and is totally funded by revenues other than the proceeds of taxes as defined in subdivision (c) of Section 8 of Article XIII B of the California Constitution. [***emphasis added***]

NIHD is exempt from Gann as their *ad valorem* property tax revenue for the 1977-78 fiscal year per audited financial statements was less than 6% of assessed values (less than 6 cents per one hundred dollars of assessed value for the 1977-78 fiscal year).

Inyo County Auditor-Controller, Amy Shepherd, acknowledged NIHD's Resolution 26-02 Finding Exemption from Appropriation Limit adopted by the NIHD Board of Directors on July 15, 2026, and acknowledged in a July 24, 2026 email to CEO Christian Wallis that the Gann appropriations limit will no longer be imposed.

Revenue and Taxation Code section 96 states the County auditor is responsible for allocated property tax revenue.

10. Description of Claimant's Loss and Support for 11. Amount of Claimant's Loss:

Northern Inyo Healthcare District
Loss from Errant Imposition of Gann Appropriations Limit

Annual Summary

FY	Assessed Value	Gann Refund Rate/$100kAV	Property Tax Reduction Current Year	Property Tax Reduction FY 2026 Value	Lost Investment Earnings Avg Rate	Lost Investment Earnings Loss	Cumulative Loss
1996	$ 1,043,101,012	$ (7.78700)	$ 81,226	$ 337,667	4.71%	$ 1,670	$ 339,337
1997	1,063,491,842	(11.31400)	120,323	490,607	4.76%	2,368	832,312
1998	1,089,835,827	-	-	-	4.47%	-	832,312
1999	1,120,004,560	(4.38300)	49,090	190,059	4.34%	873	1,023,244
2000	1,156,818,786	(5.49000)	63,509	238,062	5.56%	1,069	1,262,376
2001	1,214,383,564	(1.46200)	17,754	63,396	3.04%	272	1,326,044
2002	1,300,830,910	-	-	-	1.20%	-	1,326,044
2003	1,393,339,362	-	-	-	0.59%	-	1,326,044
2004	1,467,374,353	-	-	-	0.96%	-	1,326,044
2005	1,614,799,797	(4.40500)	71,132	191,013	2.78%	1,103	1,518,161
2006	1,757,150,167	(5.72700)	100,632	248,339	4.41%	1,501	1,768,001
2007	1,942,788,105	(7.74300)	150,430	335,759	4.04%	2,025	2,105,785
2008	2,114,346,092	(15.04600)	318,125	652,438	0.96%	3,831	2,762,053
2009	2,284,428,621	(4.27000)	97,545	185,159	0.01%	1,188	2,948,400
2010	2,365,743,478	(10.56800)	250,012	458,259	0.01%	3,222	3,409,881
2011	2,300,520,363	(16.21000)	372,914	702,912	0.01%	5,104	4,117,897
2012	2,261,458,073	(10.25900)	232,003	444,860	0.01%	3,386	4,566,143
2013	2,305,674,615	(12.89300)	297,271	559,077	0.01%	4,646	5,129,866
2014	2,333,131,443	(13.78500)	321,622	597,757	0.01%	5,411	5,733,034
2015	2,420,282,333	(11.96400)	289,563	518,793	0.01%	5,275	6,257,102
2016	2,543,764,558	(11.77100)	299,427	510,424	0.09%	5,948	6,773,474
2017	2,609,090,456	(12.90100)	336,599	559,424	0.46%	7,324	7,340,222
2018	2,723,163,435	(14.61800)	398,072	633,878	1.25%	9,421	7,983,522
2019	2,875,306,861	(14.03500)	403,549	608,598	1.98%	10,114	8,602,233
2020	3,001,824,868	(13.46100)	404,076	583,707	0.93%	10,431	9,196,372
2021	3,133,226,025	(14.08891)	441,437	610,935	0.01%	12,610	9,819,917
2022	3,288,498,110	(14.21153)	467,346	616,253	0.12%	16,011	10,452,181
2023	3,477,083,714	(10.76977)	374,474	467,008	3.57%	15,925	10,935,114
2024	3,738,062,671	(12.48926)	466,856	541,570	5.22%	20,915	11,497,599
2025	4,440,284,443	(13.73346)	609,805	595,522	4.52%	25,063	12,118,184
2026	4,336,285,818	(15.81141)	685,628	685,628	3.70%	25,368	**$ 12,829,180**
		$ (291.19634)	$ 7,720,420	$ 12,627,106		$ 202,074	

Detail within Statutory Limit

Disbursement Date	Property Tax Withheld in Error Current Year	Property Tax Withheld in Error FY 2026 Value	Lost Investment Earnings Rate	Lost Investment Earnings Loss	Total Loss
11/14/2023	28,947	33,580	4.41%	3,354	
1/26/2024	254,373	295,082	4.38%	27,045	
5/9/2024	183,536	212,908	4.22%	16,594	
8/21/2024	31,185	30,455	4.08%	2,363	
1/28/2025	338,997	331,057	3.85%	18,522	
6/3/2025	239,623	234,011	3.74%	9,625	
1/29/2026	405,352	405,352	3.51%	5,925	
5/26/2026	280,276	280,276	3.50%	941	
	$ 1,762,289	$ 1,822,720		$ 84,369	**$ 1,907,089**

Conservative Measures
- Money market mutual bond fund rates
- No interest compounding
- Interest calculated on current value
- Interest through June 30, 2026
- Future value through July 1, 2025
- Claim does not include attorney or consulting fees

October 22, 2026

Supplemental Information:

Representing Attorney

Aleks R. Giragosian
Colantuono, Highsmith & Whatley, PC
(213) 542-5734
agiragosian@chwlay.us

COUNTY OF INYO

PERSONNEL DEPARTMENT
P. O. Box 249, Independence, California 93526
760.878.0377
760.878.0465 (Fax)

MEMORANDUM

To: Department Heads

From: Jayme Westervelt, Personnel Analyst

Date: October 15, 2026

Re: Employee Service Awards for 3rd Quarter 2026

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, November 17th at 10:00 am. **Please make sure to invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.**

Name	Hire Date	Years of Service	Department
Ryan Standridge	7/1/01	25	Planning
Tehauna Forbes	9/16/21	5	Planning
Kristina Best	8/9/01	25	Public Works
Ulices Arellano Hernandez	9/16/06	20	Public Works
Tyson Sparrow	9/8/16	10	Public Works
Carolyn Jarvis	9/2/21	5	Public Works
Margaret Mairs	9/10/01	25	HHS
Lucy Vincent	8/25/16	10	HHS
Andrea Herrmann	9/8/16	10	HHS
Jenifer Lopez	7/8/21	5	HHS
Lucina Mesquetez	7/8/21	5	HHS
Lexey Dennison	9/30/21	5	HHS
Nicole Paulding	9/30/21	5	HHS
Donny Carter	8/16/06	20	Sheriff
Perla Perez	8/25/16	10	Sheriff
Eric Clinton	7/22/21	5	Sheriff
Timothy Plunkett	7/22/21	5	Sheriff
Mark Loyd	7/22/21	5	Sheriff
Dora Crespo Garcia	9/30/21	5	Sheriff
Tabitha Warner	8/16/11	15	Probation
Emily Lanphear	7/6/16	10	Administration
Shawn Lum	9/30/21	5	Administration

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-784

Approval of Minutes from the Regular Board of Supervisors Meeting of November 3

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of November 3, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter	Created/Initiated - 11/06/2026
Darcy Israel	Final Approval - 11/06/2026

ATTACHMENTS:

1. Draft November 3, 2026 Minutes

MINUTES

County of Inyo
Board of Supervisors

November 3, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:34 a.m., on November 3, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: Assistant CAO Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Public Comment I

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Orrill recessed open session at 8:35 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Acting County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Public Employment – Pursuant to Government Code §54957 –** Title: County Administrator; No. 4 **Public Employment – Pursuant to Government Code §54957 –** Title: Public Works Director; No. 5 **Public Employment – Pursuant to Government Code §54957 –** Title: Planning Director; No. 6 **Public Employment – Pursuant to Government Code §54957 –** Title: Public Defender; and No. 7**Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 -** Name of case: *Southern California Edison Company v. California State Board of Equalization, et al.* Case numbers: 30-2022-01258109-CU-MC-CJC; 30-2022-01258057-CU-MC-CJC; 30-2023-01328239-CU-MC-CXC; 30-2024-01403215-CU-MC-CXC; 30-2025-01534286-CU-MC-CXC.

Open Session

Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:02 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Griffiths led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under all Closed Session items and said that no action was taken that is required to be reported.

Public Comment II

The Chairperson asked for public comment related to items not calendared on the agenda and comments were received from Linda Chapman, Eastern Sierra Community Relations and Sustainability Manager Kendra Knight, and Environmental Director for the Lone Pine Paiute Shoshone Tribe Mel Joseph.

Pet Adoption Spotlight

Animal Services Manager Kelton Maston introduced Shadow, an adoptable dog at the Inyo County Animal Shelter, and highlighted other animals available for adoption. He noted that ASPCA grant funding allowed the shelter to offer free adoptions during the month of October, resulting in 17 animals finding new homes.

Board Member Reports

Supervisor Roeser said that she attended constituent meetings and toured the Bishop Community Garden. She noted that the County renewed leases with the Los Angeles Department of Water and Power, including the lease for Mendenhall Park, which will allow

the County to seek grant funding for improvements. Roeser also announced a community meeting next Tuesday in Big Pine.

Supervisor Wadelton reported attending the Board meeting in Tecopa, a Southern Inyo Airport Advisory Committee (SIAAC) meeting, a tour of the former wastewater system at Furnace Creek, the 100th anniversary celebration of Stovepipe Wells, and an Emergency Medical Care Committee (EMCC) meeting in Olancha. He highlighted upcoming activities, including Operation Green Light in observance of Veterans Day, noted that burn permits are now being issued, and discussed the recent designation of Census Tract 8 as an Opportunity Zone, which he said will benefit many communities in his district.

Supervisor Marcellin reported attending the SIAAC and Local Transportation Commission (LTC) meetings. He thanked Transportation Planner Justine Kokx for her work on a successful grant application to fund improvements for the Bishop Paiute Tribe and expressed appreciation to the Tribe for its participation in the community engagement process.

Supervisor Orrill thanked Supervisors Marcellin and Wadelton for their service on the LTC. She reported attending the Board meeting in Tecopa, the Trunk or Treat event in Bishop, an Eastern Sierra Area Agency on Aging (ESAAA) meeting, and an Eastern Sierra Council of Governments (ESCOG) meeting. Orrill thanked Supervisor Roeser for donating hay bales for the Trunk or Treat event and recognized staff for organizing the event.

Supervisor Griffiths announced his recent appointment as Interim Chief Executive Officer of the California State Association of Counties (CSAC) and said that he will be resigning from his position as Inyo County District 2 Supervisor effective November 8. Griffiths noted that this would be his final Board meeting and reflected on his public service, following 14 years as Supervisor and two prior terms on the City Council. He said the community will always remain close to his heart, expressed excitement for the next chapter in his career, and emphasized that while he is stepping into a new role, it is not goodbye.

Chairperson Orrill, on behalf of the entire Board, congratulated Griffiths on his appointment and wished him success in his new role.

County Department Reports

Veterans Services Officer Gordon Greene announced *Operation Green Light*, recognizing the nationwide initiative to honor and support military veterans during the week of November 4-11. Supervisor Roeser thanked Greene and noted that she frequently receives positive feedback from constituents regarding the assistance he provides as the County's Veterans Services Officer.

Deputy CAO Meaghan Ostrander provided updates on mobile service coverage in the Big Pine-Wilkerson area and the recently announced 2026 State Parks and Recreation Park and Community Revitalization Program (SPP Round 5) grant opportunity. She said the County plans to pursue funding for improvements at Mendenhall Park and explained the benefits of applying. Ostrander also requested that public comment be reopened to accommodate Steven Suderman of the Governor's Office of Business and Economic Development (Go-Biz), who was arriving late from a Mono County Board meeting. The Chair granted the request. Steven Suderman, with the Go-Biz Business Investment Services team, introduced himself, provided an overview of the program, and shared his contact information with the Board.

Assistant HHS Director Gina Ellis reported on the success of the Trunk or Treat event held October 29 at the Bishop Quilter Consolidated Office Building, which drew approximately 700 attendees. Ellis thanked staff, volunteers, and participants for helping create a fun and welcoming community event.

NIHD Update

Dr. Christian Wallace provided a presentation with updates on the Northern Inyo Healthcare District.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to approve the minutes from the regular Board of Supervisors meeting of October 27, 2026. Motion carried unanimously.

HHS – Regents of UC Davis, CA Agreement Amendment No. 1

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to approve Amendment No. 1 to the agreement between the County of Inyo and the Regents of the University of California, UC Davis of Davis, CA, increasing the contract to an amount not to exceed $448,418.75 and modifying the scope of work to include Child and Family Services Review (C-CFSR) support, and authorize the Chairperson to sign. Motion carried unanimously.

Public Works-Recycling & Waste Management – 2,000-Gallon Water Truck Purchase

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to declare One Nation Distribution of Volant, PA the successful bidder for a new 2,000-Gallon Water Truck and authorize a purchase order in an amount not to exceed $148,777.29, including sales tax and free delivery. Motion carried unanimously.

Public Works-Recycling & Waste Management – Budget Amendment

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Amend the Fiscal Year 2026-2027 Solid Waste General Budget (045700) as follows: increase Equipment Object Code 5650 by $650,000.00, by transfer of funds from Solid Waste fund balance (*4/5ths vote required*);
B) Declare Empire CAT of Sparks, NV a sole-source provider of Caterpillar-brand equipment repairs and rebuilds; and
C) Authorize the issuance of a purchase order for the rebuild of the Bishop-Sunland Landfill Caterpillar 826K Compactor for an amount not-to-exceed $650,000.00 to Empire CAT of Sparks, NV.

Motion carried unanimously.

County Counsel – Public Defender Program Workshop

County Counsel Vallejo introduced Deputy State Public Defender Jason Gundel. Vallejo explained that the County is experiencing a range of challenges common to many rural jurisdictions and noted that it is at a pivotal moment in evaluating its Public Defender system, as all current public defender contracts are set to expire on June 30, 2027.

Mr. Gundel provided a presentation with legal perspective on the challenges created by Inyo's current model of public defender services and the benefits of exploring alternative service delivery models.

Joining remotely, Mono County Counsel Christopher Beck and Mono County Public Defender Jeremy Ibrahim shared their experiences in addressing similar challenges in Mono County and offered insights into their approach to providing public defense services.

Public comment was received from District Attorney Dana Crom and Public Defender Gerard Harvey.

Following discussion, the Board directed staff to continue to evaluate options for restructuring and to work with the State in identifying the model best suited for Inyo County's needs.

County Counsel Vallejo said he anticipates bringing potential proposals to the Board within the next few months.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 12:05 p.m. and reconvened at 12:16 p.m. with all Board members present.

Planning Department – Mineral Exploratory Drilling Workshop

Associate Planner Ryan Standridge presented information on proposed Zoning Code provisions related to mechanized mineral exploratory drilling. Following the presentation, the Board conducted a workshop to discuss how Inyo County Code Title 18 should address these activities.

Staff outlined four potential options for amending the Zoning Code to establish a formal policy framework for mechanized mineral exploratory drilling and reviewed the advantages and disadvantages of each approach.

After discussion, it was the consensus of the Board that the current process, which relies on the threshold levels established under the Surface Mining and Reclamation Act of 1975 (SMARA) as a guiding standard, should remain in place. The Board directed staff to return at a future meeting with proposed Zoning Code amendments for further consideration.

Public comment was provided by Anthony Marquerite, president of K2 Gold Mojave Precious

Metals, and Jim Norman.

Agricultural Commissioner – 2025 Crop and Livestock Report

The Board and attendees received a presentation on the 2025 Annual Crop and Livestock Report from Agricultural Commissioner Nate Reade.

CAO-Personnel – Personal Services Contract-CAO/ Reso. #2026-40

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

A) Appoint Christine Bouchard as the County Administrative Officer;
B) Approve the contract between the County of Inyo and Christine Bouchard for the provision of personal services as the County Administrative Officer at Range 34, Step C $20,231.46 per month effective November 12, 2026, and authorize the Chairperson to sign;
C) Approve Resolution No. 2026-40 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2026-05 and Setting Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

Motion carried unanimously.

Public Comment III

The Chairperson called for public comment related to items not calendared on the agenda and there was no one from the public wishing to speak.

Supervisor Roeser expressed her appreciation to Supervisor Griffiths for his years of dedicated service to Inyo County.

Supervisor Wadelton also extended his well wishes to Supervisor Griffiths and reported that he had attended the grand opening of the new Independence Travel Plaza at the Fort Independence Indian Community, an item he had inadvertently omitted from his earlier Board report.

Supervisor Marcellin thanked Supervisor Griffiths as well and said that it has been a pleasure serving alongside him as a member of the Inyo County Board of Supervisors.

Adjournment

The Chairperson adjourned the meeting at 1:41 p.m. to 8:30 a.m. Tuesday, November 17, 2026, in the County Administrative Center in Independence.

DRAFT

_____

Chairperson, Inyo County Board of Supervisors

Attest: *DENELLE CARRINGTON*
Clerk of the Board

by: _____
Darcy Israel, Assistant

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-783

Resolution Setting 2027 Board of Supervisors Meeting Calendar

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve Resolution No. 2026-41, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Establishing the Board of Supervisors Meeting Schedule for the 2027 Calendar Year," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In December 2024, the Board approved Ordinance 1312, requiring the annual meeting schedule to be adopted by resolution. The attached resolution is being presented for approval pursuant to Section 2.04.010 of Inyo County Code. The draft calendar is consistent with the meeting frequency previously approved by your Board after careful thought and deliberation.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may direct changes to the calendar or decide to reject it outright.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 11/06/2026
Darcy Israel	Approved - 11/06/2026
Amy Shepherd	Approved - 11/09/2026
John Vallejo	Approved - 11/09/2026
Denelle Carrington	Final Approval - 11/10/2026

ATTACHMENTS:

1. Resolution Adopting 2027 Meeting Schedule (with Schedule Included)

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ESTABLISHING THE BOARD OF SUPERVISORS MEETING SCHEDULE FOR THE 2026 CALENDAR YEAR

WHEREAS, pursuant to Government Code section 25081, the Inyo County Board of Supervisors adopted Ordinance 1312, providing for the regular meeting schedule to be adopted via resolution;

WHEREAS, by this Resolution the Inyo County Board of Supervisors intends to establish its regular meeting schedule for the 2027 calendar year.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors adopts the 2027 meeting schedule as set forth on attachment A to this Resolution, and that this Resolution shall become effective immediately.

PASSED AND ADOPTED on this 17th day of November 2026, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST:

CHRISTINE BOUCHARD
Clerk of the Board

By: _____
Darcy Israel, Assistant

DRAFT

Attachment A: 2027 Board Meeting Calendar (DRAFT)

Meeting	Cutoff to Get on Agenda (5 p.m.)	Completion Deadline (5 p.m.)	Agenda Publication
January 5, 2027	12/14/26	12/23/26*	12/29/26
January 12, 2027	DARK		
January 19, 2027	12/28/26	01/07/27	01/12/27
January 26, 2027	DARK		
February 2, 2027	01/11/27	01/21/27	01/26/27
February 9, 2027	DARK		
February 16, 2027 – Mid-Year Budget	01/25/27	02/04/27	02/09/27
February 23, 2027	DARK (NACo Legislative Conference – February 19-23 – Washington, D.C.)		
March 2, 2027	02/08/27	02/18/27	02/23/27
March 9, 2027	DARK		
March 16, 2027 – Southeast Inyo	02/22/27	03/04/27	03/09/27
March 23, 2027	DARK		
March 30, 2027	03/08/27	03/18/27	03/23/27
April 6, 2027	DARK		
April 13, 2027	03/22/27	04/01/27	04/06/27
April 20, 2027	DARK		
April 27, 2027	04/05/27	04/15/27	04/20/27
May 4, 2027	DARK		
May 11, 2027	DARK (CSAC Legislative Conference – May 12-13 – Sacramento, CA)		
May 18, 2027	04/26/27	05/06/27	05/11/27
May 25, 2027	05/03/27	05/14/27	05/20/27
June 1, 2027	DARK		
June 8, 2027	05/17/27	05/27/27	06/01/27
June 15, 2027	DARK		
June 22, 2027 – Preliminary FY 27-28 Budget	05/31/27	06/10/27	06/15/27
June 29, 2027	DARK		
July 6, 2027	06/14/27	06/24/27	06/29/27
July 13, 2027	DARK		
July 20, 2027	06/28/27	07/08/27	07/13/27
July 27, 2027	DARK (NACo National Conference – July 23-26 – Chatham County, GA)		
August 3, 2027	07/12/27	07/22/27	07/27/27
August 10, 2027	DARK		
August 17, 2027	07/26/27	08/05/27	08/10/27
August 18, 2027 – Budget Workshop (Special Meeting)	N/A	N/A	08/10/27
August 24, 2027	DARK		
August 31, 2027	08/09/27	08/19/27	08/24/27
September 7, 2027 – Budget Hearings	08/16/27	08/27/27	09/02/27
September 14, 2027	DARK		
September 21, 2027	DARK (RCRC Annual Conference – September 22-24 – Sonoma County, CA)		
September 28, 2027 – Budget Adoption	09/06/27	09/16/27	09/21/27
October 5, 2027	DARK		
October 12, 2027	09/20/27	09/30/27	10/05/27
October 19, 2027	DARK		
October 26, 2027 – Southeast Inyo	10/04/27	10/14/27	10/19/27
November 2, 2027	DARK		
November 9, 2027	10/18/27	11/28/27	11/02/27
November 16, 2027	10/25/27	11/05/27	11/12/27*
November 23, 2027	DARK (Holiday)		
November 30, 2027	DARK (CSAC Annual Conference – November 29-December 3 – San Francisco County, CA)		
December 7, 2027	11/15/27	11/26/27*	11/30/27
December 14, 2027	11/22/27	12/03/27	12/09/27
December 21, 2027	DARK (Holiday)		
December 28, 2027	DARK (Holiday)		
January 4, 2028	12/13/27	12/23/27	12/28/27
January 11, 2028	DARK		
January 18, 2028	12/27/27	01/06/28	01/11/28
January 25, 2028	DARK		

Earlier/later deadline due to holiday

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-747

Adoption of a New Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign the following resolutions:

- Resolution No. 2026-42, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 001 Inyo Co. Employees Assoc;"
- Resolution No. 2026-43, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 002 Deputy Sheriffs Assoc;"
- Resolution No. 2026-44, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 004 Employees Assoc CPAR;"
- Resolution No. 2026-45, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 006 Law Enforcement Adm Assoc;"
- Resolution No. 2026-46, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 007 Elected, Appointed/Unrep;"
- Resolution No. 2026-47, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 008 Correctional Off Assoc;" and
- Resolution No. 2026-48, titled, "Electing to Adopt Public Agency Vesting Under Section 22893 of the Public Employees' Medical and Hospital Care Act with Respect to a Recognized Employee Organization 009 Probation Officers Assoc."

BACKGROUND / SUMMARY / JUSTIFICATION:

The CalPERS Health Program is governed by the Public Employees Medical and Hospital Care Act (PEMHCA), and the California Code of Regulations (CCR), of the California Public Employees Retirement Law (PERL). PEMHCA contains all the rules and regulations that a contracting agency must

adhere to. CalPERS defines PEMHCA as the actual health contract, and the resolution as the method by which an agency elects to become subject to PEMHCA.

Following the completion of negotiations with all County recognized employee organizations, staff has been working with CalPERS to implement the retiree health vesting schedule that was negotiated as part of the County's successor labor agreements. Adoption of the proposed resolutions pursuant to California Government Code Section 22893 is required to formally establish the new retiree health vesting schedule within the CalPERS Health Program and authorize its administration by CalPERS effective January 1, 2027.

Under Government Code Section 22893, participating public agencies may establish health benefit vesting requirements that employees must satisfy in order to receive an employer contribution toward health insurance in retirement. The statutory vesting schedule provides that eligible employees become 50% vested upon attaining at least five years of service with the agency and ten years of total CalPERS service credit, with an additional 5% vesting earned for each additional year of CalPERS service credit until reaching 100% vesting at twenty years of CalPERS service credit.

Consistent with CalPERS requirements, the new vesting schedule will apply to employees hired on or after the effective date of the resolution filed with CalPERS. In addition, the County will provide current employees with a voluntary opportunity to elect coverage under the new vesting schedule. While that option will be available, staff does not anticipate significant participation, as employees currently covered by existing retiree health provisions are generally expected to retain their current benefits rather than elect the new vesting structure.

Approval of a resolution for each recognized employee organization and employee group will complete implementation of the retiree health changes negotiated with the County's recognized employee organizations, ensure compliance with the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide a consistent framework for future employees earning retiree health benefits through County service. CalPERS has advised the County that, in order for the new vesting schedule to become effective on January 1, 2027, the Board-approved resolutions must be submitted to CalPERS no later than November 30, 2026. Adoption of the resolutions at this time will ensure the County meets that implementation deadline and allows CalPERS to administer the negotiated vesting provisions as intended.

FISCAL IMPACT:

Funding Source	Both General Fund and Non-General Fund	**Budget Unit**	Various
Budgeted?	Yes	**Object Code**	5025
Recurrence	Ongoing Expenditure		NA

If Sole Source, provide justification below

Current Fiscal Year Impact
Retiree health insurance represents a significant annual cost to the County. The County currently funds retiree health benefits on a pay-as-you-go basis. For Fiscal Year 2026-2027, the budgeted cost for retiree health benefits is $5,639,406.
Future Fiscal Year Impacts
In addition to the annual pay-as-you-go cost for retiree health benefits, which has grown to $5,639,406 in FY 2026-27, the County carries a significant long-term liability. Based on the County’s most recent GASB 75 actuarial valuation, the County’s Total OPEB Liability is approximately $83 million. To address this obligation, the County established a Section 115 OPEB Trust and contributes annually. As of June 30, 2026, the trust balance was $14,982,789. The proposed resolutions require no additional appropriation and will have no fiscal impact during the

current fiscal year. Because the revised vesting provisions apply only to newly hired employees, and those employees must complete at least five years of County service before becoming vested, no retiree is expected to receive benefits under the revised program before approximately 2032. Any fiscal savings will accrue gradually over time as employees hired under the revised provisions replace employees covered under the current benefit structure. As a result, the proposed changes support the County's long-term strategy to manage future OPEB liabilities and promote the continued sustainability of retiree health benefits.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to adopt the resolutions and continue the County's existing retiree health vesting structure; however, this alternative is not recommended. Without approval of the resolutions, the County would be unable to implement the retiree health vesting schedule that was negotiated with the employee bargaining units and approved through the collective bargaining process, and CalPERS would be unable to administer the new vesting provisions as intended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 10/27/2026
Darcy Israel	Approved - 10/28/2026
Keri Oney	Approved - 11/02/2026
Amy Shepherd	Approved - 11/10/2026
John Vallejo	Approved - 11/10/2026
Denelle Carrington	Final Approval - 11/10/2026

ATTACHMENTS:

1. Public Agency Vesting Resolutions

RESOLUTION NO. 2026-42
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893 OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 001 INYO CO. EMPLOYEES ASSOC

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Inyo County Employees Association**; and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) **County of Inyo** certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the **County of Inyo**; and

WHEREAS, (5) The employer contribution for active employees cannot be less then what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

RESOLVED, (d) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (g) That coverage under the Act be effective on **January 1, 2027**.

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA , this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

RESOLUTION NO. 2026-43
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
002 DEPUTY SHERIFFS ASSOC

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Deputy Sheriffs Association**; and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) **County of Inyo** certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the **County of Inyo**; and

WHEREAS, (5) The employer contribution for active employees cannot be less then what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

RESOLVED, (d) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (g) That coverage under the Act be effective on **January 1, 2027**.

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA, this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

RESOLUTION NO. 2026-44
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
004 EMPLOYEES ASSOC CPAR

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Inyo County Employees Association CPAR**; and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) **County of Inyo** certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the **County of Inyo**; and

WHEREAS, (5) The employer contribution for active employees cannot be less then what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

RESOLVED, (d) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (g) That coverage under the Act be effective on **January 1, 2027**.

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA, this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

RESOLUTION NO. 2026-45
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
006 LAW ENFORCEMENT ADM ASSOC

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Law Enforcements Administrators Association**; and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) **County of Inyo** certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the **County of Inyo**; and

WHEREAS, (5) The employer contribution for active employees cannot be less then what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

RESOLVED, (d) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (g) That coverage under the Act be effective on **January 1, 2027**.

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA, this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

RESOLUTION NO. 2026-46
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
007 ELECTED, APPOINTED/UNREP

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Elected, Appointed, Unrepresented/Management**; and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) **County of Inyo** certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the **County of Inyo**; and

WHEREAS, (5) The employer contribution for active employees cannot be less then what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

RESOLVED, (d) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (g) That coverage under the Act be effective on **January 1, 2027**.

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA, this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

RESOLUTION NO. 2026-47
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
008 CORRECTIONAL OFF ASSOC

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Correctional Officers Association**; and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) **County of Inyo** certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the **County of Inyo**; and

WHEREAS, (5) The employer contribution for active employees cannot be less then what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

RESOLVED, (d) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (g) That coverage under the Act be effective on **January 1, 2027**.

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA, this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

RESOLUTION NO. 2026-48
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893 OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 009 PROBATION OFFICERS ASSOC

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **Probation Peace Officers Association**; and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) **County of Inyo** certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the **County of Inyo**; and

WHEREAS, (5) The employer contribution for active employees cannot be less then what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

RESOLVED, (d) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (e) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (g) That coverage under the Act be effective on **January 1, 2027**.

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA, this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-748

Employer Contribution Retiree Health Resolution

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2026-49, titled, "Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Following successful negotiations with the Deputy Sheriffs Association (DSA) and the Law Enforcement Administrators Association (LEAA), there was a change to the employer contribution for certain health insurance plan options. Because retiree health benefits are administered through the CalPERS Health Program and are tied to the employer contribution structure, the County must update its Retiree Health Employer Contribution Resolution to reflect the negotiated changes and maintain consistency with CalPERS requirements.

The proposed resolution updates the County's retiree health employer contribution provisions for both the DSA and LEAA groups and aligns the County's retiree health program with the terms approved through the successor Memoranda of Understanding. Adoption of the resolution is required for CalPERS to administer the revised contribution structure and to ensure that retiree health benefits remain consistent with the County's negotiated labor agreements.

Approval of the resolution will complete implementation of the negotiated benefit changes, maintain compliance with the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide clear direction regarding employer contributions for eligible retirees.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	022710 and 022910
Budgeted?	Yes	**Object Code**	5031
Recurrence	Ongoing Expenditure	**Sole Source?**	

If Sole Source, provide justification below

Current Fiscal Year Impact

Benefits have already been budgeted according to negotiated MOU's.
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to adopt the resolution and continue the County's existing retiree health employer contribution structure. This alternative is not recommended because it would prevent implementation of the health contribution changes negotiated with the Deputy Sheriffs Association (DSA) and the Law Enforcement Administrators Association (LEAA), and would leave the County's retiree health employer contribution resolution inconsistent with the negotiated agreements and CalPERS administration requirements putting our contract with CalPERS at risk.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 10/28/2026
Darcy Israel	Approved - 10/28/2026
Keri Oney	Approved - 11/02/2026
Amy Shepherd	Approved - 11/10/2026
John Vallejo	Approved - 11/10/2026
Denelle Carrington	Final Approval - 11/10/2026

ATTACHMENTS:

1. DSA and LEAA Retiree Health Change Resolution

RESOLUTION NO. 2026-49
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) **County of Inyo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Health Plan (all regions)	Monthly Employer Health Contribution
002- Deputy Sheriffs Association	Blue Shield (Access+ & EPO)	100% Blue Shield EPO Region 2 Basic Family Rate (Party Rate 3)
	PERS Gold	100% PERS Gold Region 2 Basic Family Rate (Party Rate 3)
	PERS Platinum	75% PERS Platinum Region 2 Basic Family Rate (Party Rate 3)
	PORAC	80% PORAC Region 2 Basic Family Rate (Party Rate 3)
	All other plans	75% PERS Platinum Region 2 Basic Family Rate (Party Rate 3)

Medical Group	Health Plan (all regions)	Monthly Employer Health Contribution
006- Law Enforcements Administrators Association	Blue Shield (Access+ & EPO)	100% Blue Shield EPO Region 2 Basic Family Rate (Party Rate 3)
	PERS Gold	100% PERS Gold Region 2 Basic Family Rate (Party Rate 3)
	PERS Platinum	75% PERS Platinum Region 2 Basic Family Rate (Party Rate 3)
	PORAC	80% PORAC Region 2 Basic Family Rate (Party Rate 3)
	All other plans	75% PERS Platinum Region 2 Basic Family Rate (Party Rate 3)

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) **County of Inyo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of **County of Inyo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **County of Inyo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Keri Oney, Assistant Personnel Director to file with the Board a verified copy of this resolution, and to perform on behalf of **County of Inyo** all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on **January 1, 2027.**

Adopted at a regular meeting of the Inyo County Board of Supervisors at Independence, CA, this 17th day of November, 2026.

Signed: _____
Trina Orrill, Chariperson, Inyo County Board of Supervisors

Attest: _____
Christine Bouchard, Clerk of the Board

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-739

Amendment No. 1 of Agreement 22-HHAP-20063 with Department of Housing and Community Development

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Melissa Best-Baker, Behavioral Health Director	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

A) Approve Amendment No. 1 to the agreement between the County of Inyo and Department of Housing and Community Development of Sacramento, California, extending the term end date from December 31, 2026 to June 30, 2030, contingent upon the Board's approval of future budgets, updating the Contracting Agency to Department of Housing and Community Development throughout the agreement, and updating the Contracting Agency to County of Inyo; and
B) Authorize the Health and Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Amendment 1 of Agreement 22-HHAP-20063 to the Homeless Housing, Assistance and Prevention Program (HHAP) Round 3 agreement has been initiated by the California Department of Housing and Community Development (HCD) because oversight of this funding has shifted at the state level from the Business, Consumer Services and Housing Agency (BSCH) to HCD. The amendment also changes the grantee from Ino [sic] County Health and Human Services to the County of Inyo. The amendment incorporates clean-up language, including updated Terms and Conditions language; updates to contact information; makes nonsubstantive changes to the Budget Detail; and extends the term of the agreement to June 30, 2030.

The Homeless Housing, Assistance, and Prevention Program (HHAP) was established in the FY 2019-2020 State budget as a one-time block grant. Since then, six total rounds of HHAP funding have been issued. HHAP was designed to provide jurisdictions with one-time grant funding to support regional coordination, as well as to expand and/or develop regional capacity to address homelessness challenges. Funds must be expended on evidence-based solutions that address and prevent homelessness among eligible populations. Authorized expenditures include rental assistance/rapid rehousing; operating subsidies for supportive housing units, shelters, and navigation centers; landlord incentives; outreach and coordination; systems support for activities needed to create regional partnerships and maintain homeless and housing services; delivery of permanent housing and innovative housing solutions such as hotel/motel conversions; prevention and shelter diversion; and new navigation centers and emergency shelters.

Eligible applicants include large cities and counties with funding allocations based, in part, on the homeless census as determined through the annual point-in-time count. Continuum of Care (CoC)

access to funds is initiated through the application of the CoC's collaborative applicant, the CoC administrative entity. Inyo County is part of the Eastern Sierra Continuum of Care (ESCoC), CA-530, which includes Inyo, Mono, and Alpine counties. The ESCoC is a coalition of service providers, counties, county agencies, and stakeholders who work towards identifying solutions to homelessness on a local and regional level. The ESCoC's administrative entity during the first two rounds of HHAP application and funding grant disbursements was IMACA, who acted as the ESCoC's collaborative applicant until early 2022 when they gave notice of their inability to continue in this role. This left the ESCoC unable to access certain funding resources to address homelessness, as certain funds require the designated Collaborative Applicant of a CoC to apply on behalf of the jurisdiction. Inyo County Health and Human Services (HHS) agreed to take the role of Collaborative Applicant, as well as the lead agency for the Homeless Management Information System (HMIS) in May 2022, and worked with the Department of Housing and Urban Development and BSCH to become the designated administrative entity for ESCoC. This designation allowed HHS to administer remaining funds from HHAP round 3, and to apply for future rounds of HHAP funding on behalf of the ESCoC.

FISCAL IMPACT:

Funding Source	Federal monies passed through the State	**Budget Unit**	055900
Budgeted?	Yes	**Object Code**	4498
Recurrence	Multi-year allocation	**Sole Source?**	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $619,213.17 for the period between July 1, 2026 and June 30, 2027
Future Fiscal Year Impacts
Any monies remaining will be budgeted in future years.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this contract amendment. This is not recommended, however, because the Department would not be able to spend any remaining funds in other Homeless Housing, Assistance and Prevention funding rounds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Health and Human Services, Mono County Behavioral Health, Alpine County Health and Human Services, Eastern Sierra Community Housing, and Mono County

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Improve Housing Opportunities
Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 10/16/2026
Darcy Israel	Approved - 10/19/2026
Gina Ellis	Approved - 10/20/2026
Anna Scott	Approved - 10/20/2026
Amy Shepherd	Approved - 10/20/2026
John Vallejo	Approved - 10/26/2026
Denelle Carrington	Final Approval - 10/27/2026

ATTACHMENTS:

1. Standard Agreement
2. Revised Pending Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-HHAP-20063	010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Inyo County Health and Human Services

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

12/31/2026

3. The maximum amount of this Agreement is:

$619,231.17 (Six Hundred Nineteen Thousand Two Hundred Thirty One Dollars and Seventeen Cents)

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

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	8
	Exhibit B	Budget Detail and Disbursement Provisions	2
	Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	9
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	State of California General Terms and Conditions	1
+ -	Exhibit F	Standard Agreement to Apply	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Inyo County Health and Human Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1360 North Main Street, Suite 201	Bishop	CA	93514

PRINTED NAME OF PERSON SIGNING	TITLE
Marilyn Mann	HHS Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Marilyn Mann	Jan 4, 2023

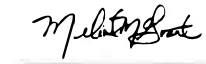
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-HHAP-20063	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	Mar 16, 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Remainder Disbursement Contract for Funds

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 ("HHAP-3" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Remainder Disbursement Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, to reduce homelessness. This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning



Initial

efforts in the delivery of services to people experiencing homelessness in the community.

c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.

d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was submitted by the Grantee for the remainder disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

a) "Agency" means the Business, Consumer Services, and Housing Agency.

b) "Applicant" means a Continuum of Care, city, or county or tribe.

c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

f) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the Cal ICH by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The Cal ICH shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Initial

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

iii) Shelter vacancy rate in the summer and winter months.

iv) Percentage of exits from emergency shelters to permanent housing solutions.

v) A plan to connect residents to permanent housing.

vi) Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

i) Improvements to existing emergency shelters to lower barriers and increase privacy.

Initial

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

a) At least 10 percent of the funds shall be spent on services for homeless youth populations.

b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) Cal ICH Contract Coordinator

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Inyo County Health and Human Services
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	PO Drawer H Independence, CA 93514
CONTRACT COORDINATOR	Victor Duron	Marilyn Mann
PHONE NUMBER:	(916) 510-9442	760-873-3305
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	HHS-Admin@inyocounty.us

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

Initial

6) Effective Date, Term of Agreement, and Deadlines

a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

b) This Agreement shall terminate on December 31, 2026.

c) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.

ii) Cal ICH approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the Cal ICH to be allocated as bonus awards.

d) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2024 are required to notify Cal ICH, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide Cal ICH with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

e) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.

f) HHAP-3 funds shall be expended by June 30, 2026.



Initial

g) In accordance with Health and Safety Code section 50220.5, subdivision (l), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

h) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.

i) **Bonus Funds:** Health and Safety Code section 50220.7 mandates the following, regarding a recipient's eligibility for Bonus Funding:

i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.7(k)(1) shall not be eligible for bonus funding;

ii) Recipients shall demonstrate no later than June 30, 2024, whether they have successfully met their outcome goals; and Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.

iii) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) Special Conditions

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

Initial

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the remainder disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Remainder Disbursement
HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The remainder disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Bonus Funds Disbursement
If Bonus Funds are received pursuant the requirements laid out in Health and Safety Code section 50220.7 Bonus Funds will be disbursed to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement

Initial

and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

The remainder disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

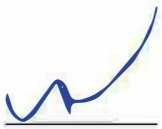
a) HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.

c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.
Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

e) HHAP-3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by Cal ICH in writing, reimbursements prior to July 1, 2022 are not permitted.



Initial

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

b) Sufficiency of Funds

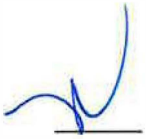
This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by Cal ICH.



Initial

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-3 funding, details on specific projects selected for the use of HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

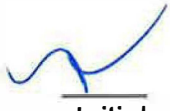
b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.



Initial

(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

(a) Submit a description of barriers and possible solutions to meet those barriers

(b) Accept technical assistance from Cal ICH

(c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH

ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-3 funding.

iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-3 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

iv) Cal ICH may require additional supplemental reporting with written notice to the Grantee.



Initial

v) Grantee may, at their discretion, fully expend their HHAP-3 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements. Cal ICH retains the right to impose a corrective action plan on the Grantee.

Initial

b) Record Retention
The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies

a) Breach of Agreement
Breach of this Agreement includes, but is not limited to, the following events:

i) Grantee's failure to comply with the terms or conditions of this Agreement.

ii) Use of, or permitting the use of, HHAP-3 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement
In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i) Bar the Grantee from applying for future HHAP funds;

ii) Revoke any other existing HHAP-3 award(s) to the Grantee;

iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;

iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;

v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-3 funds

vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

Initial

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

Initial

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

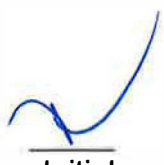
c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).



Initial

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

i) The dangers of drug abuse in the workplace;

ii) Grantee's policy of maintaining a drug-free workplace;

iii) Any available counseling, rehabilitation, and employee assistance program; and

iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

i) Will receive a copy of Grantee's drug-free policy statement, and

ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-3

Initial

funds. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

Initial

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Initial

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement

EXHIBIT D

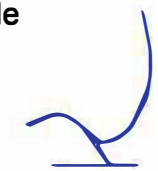
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Cal ICH.

2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide



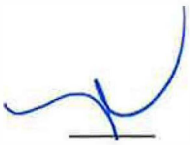
Initial

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

6) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.



Initial

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Remainder Disbursement Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Initial

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Standard Agreement

EXHIBIT F

STANDARD AGREEMENT TO APPLY

Initial

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021.** In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction[1].

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION
ALL APPLICANTS:

Eligible Applicant Jurisdiction

☐ Large City: _____ ☐ County: _____

☑ Continuum of Care: Alpine, Mono, and Inyo Counties CoC CoC Number: CA-530

Administrative Entity: Inyo Mono Advocates for Community Action (IMACA)

Contact Person: Larry Emerson

Title: Housing and Planning Director

Contact Phone Number: (760) 873-7709 x 1026

Contact Email Address: lemerson@imaca.net

Individual or Joint Application Designation:

☐ _____ will submit **an individual** application for HHAP-3 funding

☑ Inyo Mono Advocates for Community A will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

[1] For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Initial

Jurisdiction Name	Applicant Type (County, CoC, or City)
Alpine, Inyo, Mono Counties CoC (CA-530)	CoC
Inyo County	County
Mono County	County

JOINT APPLICANTS ONLY:

Fund Disbursement/Contract Execution
The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:
☑ CoC ☐ Large City ☐ County
Name of Applicant: Inyo Mono Advocates for Community Action (IMACA)

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

Initial

HHAP-3 APPLICATION REQUIREMENTS

Application Requirements – ALL APPLICANTS:

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

CJM the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

CJM Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

CJM As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

> (A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
>
> (B) Funding existing evidence-based programs serving people experiencing homelessness.
>
> (C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
>
> (D) Improving homeless point-in-time counts.
>
> (E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

CJM To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

CJM The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

CJM For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

CJM A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

Initial

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION

ALL APPLICANTS:

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name
Inyo Mono Advocates for Community Action (IMACA)
Administrative Entity/Contracting Agency Business Address
137 E. South Street, Bishop, CA 93514
Contract Manager Name
Larry Emerson
Contract Manager Email Address
lemerson@imaca.net
Contract Manager Phone Number
(760) 873-7709 x1026
Award Check Mailing Address (Include "Attention to:" if applicable)
Attn: Lisa Slaugh, Controller
Inyo Mono Advocates for Community Action, 180 E. Clarke Street, Bishop, CA 93514

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

☑ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

☐ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
☑ I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Caitlin Morley, Executive Director
Name and Title of Authorized Representative

Caitlin Morley — 10/15/21
Signature of Authorized Representative **Date**

Initial

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCO ID: 2240-22HHHAP20063

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-HHAP-20063	1	

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 22 PAGES

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

3/16/2023

THROUGH END DATE

06/30/2030

3. The maximum amount of this Agreement after this Amendment is:

$619,231.17 (Six Hundred Nineteen Thousand Two Hundred Thirty One Dollars and Seventeen Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment is to extend the term of the contract by three (3) years and six (6) months, update the Contracting Agency Name from Business, Consumer Services and Housing Agency to Department of Housing and Community Development and update the Contractor Name. Throughout the Agreement "Agency" has been replaced with "HCD".

B. The STD 213A, Item 1, the Contractor Name of this Agreement has been changed from Ino County Health and Human Services to County of Inyo.

C. The STD 213A, Item 2, The term of this Agreement has been changed from Upon BSCH Approval through 12/31/2026 to 3/16/2023 through 06/30/2030.

D. Exhibit A, Authority, Purpose and Scope of Work, is hereby replaced in entirety as part of this amendment, attached hereto and made a part hereof with a new Exhibit A, Authority, Purpose and Scope of work, Rev. 08/2026. Section 3, Definitions revised and added. Section 5, HCD and Grantee Contract Coordinators the electronic signature language and Department's Contract Coordinator has been revised with new information. Section 6, Effective Date, Term of Agreement, and Deadlines has been revised with new termination deadline and language.

E. Exhibit B, Budget Detail and Disbursement Provisions is hereby replaced in its entirety as part of this amendment, attached hereto and made a part hereof with a new Exhibit B, Budget Detail and Disbursement Provisions, Rev. 08/2026. Payee information and amount of award added as section 1, all remaining sections renumbered. Section 3, Conditions to Disbursement has added Authorized Signatories Form. Section 4, Disbursement of Funds removes all reference to bonus funds.

F. Exhibit C, General Terms and Conditions is hereby replaced in its entirety as part of this amendment, attached hereto and made a part hereof with a new Exhibit C, HHAP General Terms and Conditions, Rev. 08/2026. Section 4, Reporting/Audits has been revised with new report requirements and language. Section 6, Breach and Remedies has been revised with new allocation language.

G. Exhibit D, Special Terms and Conditions is hereby replaced in its entirety as part of this amendment, attached hereto and made a part hereof with a new Exhibit D, Special Terms and Conditions, Rev. 08/2026. Section 8 and 9 have been added.

H. Exhibit E, State of California General Terms and Conditions (04/20217) is hereby replaced in its entirety as part of this amendment and made a part hereof by reference with State of California General Terms and Conditions (02/2025).

I. Exhibit F, Standard Agreement to Apply, is hereby deleted in its entirety as part of this amendment.

All other terms and conditions shall remain the same.

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

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCO ID: 2240-22HHHAP20063

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 22 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-HHAP-20063	1	

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box H	Independence	CA	93526

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street, Suite 400	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
	Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	SCM Vol. 1 4.04 A.3 (DGS memo dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

This Standard Agreement, STD 213, along with all its exhibits ("Agreement") is entered into pursuant to the Homeless Housing, Assistance, and Prevention Program ("Program") established by Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code ("HSC"), as amended by AB 140 (Statutes of 2021, Chapter 111, Sec. 4, effective July 19, 2021); and the Homeless Housing, Assistance, and Prevention Program, Round 3 (HHAP 3) Notice of Funding Availability dated May 26, 2022.

The Program is administered by the California Department of Housing and Community Homelessness ("HCD"). HHAP 3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

In signing this Agreement and thereby accepting this Round 3 HHAP 3 Disbursement, the Grantee agrees to comply with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the application submitted by Grantee in response to the NOFA ("Application"), HCD Program guidance and the requirements set forth in the statutory authority for the Program cited above (collectively, "Program Requirements").

2. Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, to reduce homelessness. This funding shall:

A. Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

B. Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning

EXHIBIT A

efforts in the delivery of services to people experiencing homelessness in the community.

C. Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.

D. Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was submitted by the Grantee for the remainder disbursement of HHAP 3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3. Definitions

The following capitalized terms in this Section are defined in accordance with HSC section 50216, Subdivisions (a) – (r) and the NOFA, and have the following meanings:

A. "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

B. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

C. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

D. "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

E. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

EXHIBIT A

F. “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

G. “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

H. “Homeless point-in-time count” means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the HCD by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The HCD shall review and approve or deny a request described in the previous sentence along with a jurisdiction’s application for homeless funding.

I. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

J. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

K. “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

L. “Program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

M. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

EXHIBIT A

Additional definitions for the purposes of the HHAP 3 program:

N. "Grantee" refers to each entity who submitted the Application for funding which is the subject of this Agreement, and who is identified as a "Contractor" section 1 of the accompanying STD 213, Standard Agreement. Each Grantee is jointly and severally liable for performing the Scope of Work and shall be bound by each and every one of the terms, conditions and requirements of this Agreement.

O. "Eligible Uses" means activities consistent with Exhibit B.4 to this Agreement, which were described in Grantees Application and budget that HCD approved for funding, and which are intended to accomplish the Program's purpose set forth above Exhibit A.2, Purpose.

P. "Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

Q. "Expended" means all Program funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

R. "Subgrantees" are entities that receive subawards from Grantee to carry out part of the Scope of Work.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP 3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

EXHIBIT A

B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.

D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

F. Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

G. Prevention and shelter diversion to permanent housing, including rental subsidies.

H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing no congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

   1) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

   2) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

   3) Shelter vacancy rate in the summer and winter months.

   4) Percentage of exits from emergency shelters to permanent housing solutions.

   5) A plan to connect residents to permanent housing.

   6) Any new interim sheltering funded by HHAP 3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

EXHIBIT A

I. Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP 3 allocation must also comply with the following:

1) At least 10 percent of the funds shall be spent on services for homeless youth populations.

2) Not more than seven percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5. HCD and Grantee Contract Coordinators

HCD's Contract Coordinator for this Agreement is HCD's Grant Program Design Section Chief or the Grant Program Design Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the HCD Contract Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If a Grantee is unwilling or unable to sign a document electronically, HCD shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to HCD and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Contract Coordinators during the term of this Agreement will be:

	PROGRAM	**GRANTEE**
ENTITY:	California Department of Housing & Community Development	County of Inyo
SECTION/UNIT:	Grants Administration and Program Design Section	
ADDRESS:	651 Bannon Street, Suite 400 Sacramento, CA, 95811	PO Box H, Independence, CA 93526
CONTRACT COORDINATOR	Nichole Zaragoza-Smith	Anna Scott

EXHIBIT A

PHONE NUMBER:	(916) 693-3892	(760) 872-3183
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov; Nichole.Zaragoza-Smith@hcd.ca.gov	ascott@inyocounty.us

HCD reserves the right to change the HCD Contract Coordinator, designee, contract administering entity, and/ or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the HCD grant's general email box at HPDHomelessnessGrants@hcd.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to the HCD Contract Coordinator, designee, and / or contact information or Grantee information can be made without a formal amendment.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. This Agreement shall terminate on June 30, 2030.

C. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP 3 funds by May 31, 2024.

D. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

1) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
2) HCD approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

EXHIBIT A

3) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the HCD to be allocated as bonus awards.

4) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP 3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

E. Counties not obligating their full program allocation by May 31, 2024 are required to notify HCD, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide HCD with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. HHAP 3 funds shall be expended by June 30, 2026.

G. In accordance with HSC section 50220.5, subdivision (l), HCD retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

7. <u>Special Conditions</u>

HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1. Payee

Name: County of Inyo

Amount: $619,231.17

2. Budget Detail & Changes

The Grantee agrees that HHAP 3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the remainder disbursement of HHAP 3 funds on eligible activities as detailed in HSC Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

3. Conditions to Disbursement

All Grantees must submit the following forms prior to HHAP 3 funds being released:

- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form
- Authorized Signatories Form

4. Disbursement of Funds

Remainder Disbursement
Program funds will be disbursed to the Grantee upon completion of all conditions to disbursement, to HCD's satisfaction.

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The remainder disbursement of HHAP 3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the State Controller's Office (SCO). Checks will be mailed to the address and contact name listed on the RFF.

EXHIBIT B

5. Expenditure of Funds

The remainder disbursement of HHAP 3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 “Scope of Work”.

6. Ineligible Costs

a) HHAP 3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in HSC section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

b) HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP 3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to HCD by the Grantee.

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP 3 fund expenditures.

d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

e) HHAP 3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by HCD in writing, reimbursements prior to July 1, 2022 are not permitted.

EXHIBIT C

HHAP GENERAL TERMS AND CONDITIONS

1. Termination and Sufficiency of Funds

A. Termination of Agreement

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of HCD'S expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 days of HCD'S notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to HCD an application for HHAP 3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCD.

EXHIBIT C

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. **Annual and Final Reports**

Grantees are responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. In the calendar year after all funds are fully expended, a final report will be collected in lieu of an annual report. The annual and final report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual and final report must provide detailed description of activities through the prior calendar year, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.

B. **Quarterly Expenditure Reports**
In addition to the annual reports, HCD requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter until all Program funds are expended and 100 percent expenditure is reported. Grantee shall submit a report to HCD on a form and method provided by HCD that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCD deems appropriate or necessary. If the Grantee fails to provide such documentation, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

C. **Reporting Requirement**

1) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from

EXHIBIT C

unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

2) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

3) Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

(a) Submit a description of barriers and possible solutions to meet those barriers

(b) Accept technical assistance from HCD

(c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by HCD

4) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP 3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP 3 funding.

5) Final Expenditure Plan: During the final fiscal year of reporting or if the grantee fails to expend all funds by June 30, 2026, Grantee may be required to provide a plan to fully expend HHAP 3 grant funding. This plan must be submitted in a format to be provided by HCD.

6) HCD may require additional supplemental reporting with written notice to the Grantee.

7) Grantee may, at their discretion, fully expend their HHAP 3 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

EXHIBIT C

8) If Grantee has fully expended the HHAP 3 allocation and submitted all reports required under this Agreement, upon the written request of the Grantee's Contract Coordinator, the Department's Homelessness Programs and Accountability Branch Chief or their designee shall issue Grantee a letter of early termination which shall by its terms terminate this Agreement as of the date of the letter.

D. **Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP 3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

1) The audit shall be performed by an independent certified public accountant.

2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.

3) The Grantee is responsible for the completion of audits and all costs of preparing audits.

4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90 days from the date of the audit finding report.

5. <u>Inspection and Retention of Records</u>

A. **Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program

EXHIBIT C

laws, the HHAP 3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements. HCD retains the right to impose a corrective action plan on the Grantee.

B. **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

1) Grantee's failure to comply with the terms or conditions of this Agreement.

2) Use of, or permitting the use of, HHAP 3 funds provided under this Agreement for any ineligible activities.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

1) Bar the Grantee from applying for future HHAP funds;

2) Revoke any other existing HHAP 3 award(s) to the Grantee;

3) Require the return of any unexpended HHAP 3 funds disbursed under this Agreement;

EXHIBIT C

4) Require repayment of HHAP 3 funds disbursed and expended under this Agreement;

5) Require the immediate return to HCD of all funds derived from the use of HHAP 3 funds;

6) Reduce Grantee's allocations in future HHAP rounds by the amount of the funds not timely expended as permitted under HSC 50239(i);

7) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP 3 requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government

EXHIBIT C

Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not

EXHIBIT C

limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that Grantee and its Subgrantees will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and Subgrantees that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or Subgrantees for violations, as required by Government Code section 8355, subdivision (a)(1).

A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or Subgrantees about all of the following:

1) The dangers of drug abuse in the workplace;

2) Grantee's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation, and employee assistance program; and
4) Penalties that may be imposed upon employees, Grantees, and Subgrantees for drug abuse violations.

B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or Subgrantees that works under this Agreement:

1) Will receive a copy of Grantee's drug-free policy statement, and

2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

EXHIBIT C

11. Child Support Compliance Act

For any Contract Agreement in excess of $100,000.00, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP 3 funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation, who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

4) Agree to include all the terms of this Agreement in each subcontract.

EXHIBIT C

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Program, the Grantee, its Subgrantees, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCD upon request.

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. HCD reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the Subgrantee until it is corrected.

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take

EXHIBIT C

such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP 3 funds, along with any interest-bearing accounts opened by Subgrantees to the Grantee for the deposit of HHAP 3 funds, must be used for HHAP 3-eligible activities and reported on as required by HCD.

2. Per HSC Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP 3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3. Grantee shall utilize its local Homeless Management Information System (HMIS) to track projects, services, and clients served in connection with the HCD-approved Application and budget. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP 3 funding (e.g., by creating appropriate Program-specific funding sources and project codes in HMIS).

4. Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or “HDIS”), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by HSC section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data

EXHIBIT D

Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

6. Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7. Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

8. The Department reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the purpose and objectives of the Program are achieved.

9. HCD represents that the intent of Exhibit C, Termination and Sufficiency of Funds is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. HCD represents and warrants that as of the date of the Agreement the non-bonded funds referenced in the NOFA, for this Agreement are appropriated to and available for the purposes of the Agreement, and further, that upon execution of the Agreement said funds are deemed allocated to and encumbered for the purposes described in the Agreement and shall not be terminated or reduced as a result of Exhibit C, Termination and Sufficiency of Funds once construction has commenced in compliance with Program Requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-757

Resolution Exempting the County from the Additional Recycling and Compost Materials Collection Requirements of Senate Bill 54

Public Works - Recycling & Waste Management

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Richard Shore, Compliance and Project Manager	Richard Shore, Compliance and Project Manager

RECOMMENDED ACTION:

Approve Resolution No. 2026-50, titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Requesting an Exemption from the Additional Recycling and Compost Materials Collection Requirements of Senate Bill 54 of 2022," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Senate Bill (SB) 54 (Allen, 2022) was signed into law and establishes the Plastic Pollution Prevention and Packaging Producer Responsibility Act, which aims to reduce the amount of waste that burdens taxpayers and local governments, plagues human health, and pollutes our natural environment by decreasing single-use packaging and the most problematic plastic food service ware products sold in California and ensuring the remaining items are effectively composted and recycled. Effective January 1, 2027, all jurisdictions are required to collect and recycle these additional covered materials under SB 54, with the exception of rural jurisdictions that apply for a waiver. Allowing waivers for this additional material avoids placing disproportionate economic costs on a small portion of the state's population without significantly impacting the state's ability to achieve recovery goals.

The rural exemption from SB 54 applies to those jurisdictions that are within a county that has a total population of less than 70,000 persons. If a rural jurisdiction is a regional agency comprised of jurisdictions that are located entirely within a rural county, the board of the regional agency may adopt a resolution to make the rural jurisdiction exempt from SB 54. Nineteen (19) of the fifty-eight (58) counties in California have populations of less than 70,000 persons, which collectively represent 2.0% of the total statewide waste stream. Inyo County and the City of Bishop are both included in the Inyo Regional Waste Management Agency (IRWMA), and the Board of Directors for IRWMA is the Inyo County Board of Supervisors as defined in the Joint Exercise of Powers Agreement which created the IRWMA in April 1999.

FISCAL IMPACT:

Funding Source	N/A	**Budget Unit**	N/A

Budgeted?	N/A	**Object Code**	N/A
Recurrence	N/A	**Sole Source?**	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this resolution. However, with the limited amounts of single-use packaging and plastic food service ware waste generated in Inyo County and distance to accessible processing facilities, it is not economically feasible for the County to require diversion of these additional covered materials at this time.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

CalRecycle; Rural County Representatives of California's Environmental Services Joint Powers Agreement

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Richard Shore	Created/Initiated - 10/26/2026
Darcy Israel	Approved - 10/26/2026
Richard Shore	Approved - 10/27/2026
Breanne Nelums	Approved - 10/27/2026
Amy Shepherd	Approved - 10/27/2026
Keri Oney	Approved - 10/27/2026
John Vallejo	Approved - 11/03/2026
Denelle Carrington	Final Approval - 11/03/2026

ATTACHMENTS:

1. SB 54 Rural Exemption Resolution

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REQUESTING AN EXEMPTION FROM THE ADDITIONAL RECYCLING AND COMPOST MATERIALS COLLECTION REQUIRMENTS OF SENATE BILL 54 OF 2022

WHEREAS, Senate Bill (SB) 54 (Allen, 2022) was signed into law and establishes the Plastic Pollution Prevention and Packaging Producer Responsibility Act (the "Act"), which aims to reduce the amount of waste that burdens taxpayers and local governments, plagues human health, and pollutes our natural environment by decreasing single-use packaging and the most problematic plastic food service ware products sold in California and ensuring the remaining items are effectively composted and recycled; and,

WHEREAS, the Act adds additional "covered materials" which producers must make recyclable or compostable; and

WHEREAS, Section 42060.5 (a) of the Public Resources Code requires all local jurisdictions and recycling service providers to include in their collection and recycling programs these additional covered materials, though it does not require mandatory route collection service where it does not already exist; and

WHEREAS, Section 42060.5 (c) of the Public Resources Code provides that a county board of supervisors of a rural county or rural jurisdiction, as defined, may adopt a resolution to exempt the rural county or rural jurisdiction from the requirements to include additional covered materials in their collection and recycling programs; and

WHEREAS, Section 18980.11.2 of the California Code of Regulations requires a rural county or rural jurisdiction that has adopted such a resolution to notify the California Department of Resources Recycling and Recovery of such and provide a copy of said resolution within 14 calendar days of the adoption date; and

WHEREAS, Section 42649.8 of the Public Resources Code defines a rural county as a county that has a total population of less than 70,000 persons; and

WHEREAS, there are 19 counties in California with populations of less than 70,000 persons, which collectively represent only 2.0% of the statewide waste stream; and,

WHEREAS, Inyo County has a population of 19,016 persons, which is less than 70,000 persons, as of the California Department of Finance's most current population estimate; and,

WHEREAS, Inyo County qualifies for an exemption from the requirement to include additional covered materials in its collection and recycling programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Inyo County hereby chooses to exempt the County from the requirements of Section 42060.5 (a) of the Public Resources Code.

BE IT FURTHER RESOLVED that the Board of Supervisors directs staff to submit a copy of this Resolution to the California Department of Resources Recycling and Recovery within 14 calendar days.

PASSED AND ADOPTED on this ____ day of _____ 2026, by the Board of Supervisors of the County of Inyo, State of California, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST:

CHRISTINE BOUCHARD
Clerk of the Board

By:_____
Darcy Israel, Assistant

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-781

Appointment of a Vice Chair of the Board of Supervisors for the Remainder of 2026

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

In accordance with the County of Inyo Board Governance and Rules of Procedure, appoint the District 4 Supervisor to serve as Vice Chair for the remainder of 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

The procedure for the annual election of Chair and Vice Chair is described in the County of Inyo Board Governance and Rules of Procedure Section IV, Rule 6. It states, in part, "It is intended that the Supervisor elected as Vice Chair will succeed the Chair in the following year ... Elections will be held in deference to the traditional order of succession/rotation: District 1, District 4, District 3, District 5, District 2."

A deviation from this order - where the District 1 and District 2 Supervisors swapped positions - resulted in the District 1 Supervisor serving as Chairperson and the District 2 Supervisor serving as Vice Chair. With the recent resignation of the Vice Chair, the Board will need to fill the position for the remainder of 2026. Per the Board's governing procedures, the District 4 Supervisor would succeed the District 1 Supervisor, which would mean the District 4 Supervisor would serve as Vice Chair until the Board's elections at its first meeting in January. Given the unexpected vacancy, this is a good moment to cleanly reset the Chair rotation consistent with the Board's governing procedures.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not make the appointment as outlined in the Board's governing document.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 11/06/2026
Darcy Israel	Approved - 11/06/2026
Amy Shepherd	Approved - 11/09/2026
Keri Oney	Approved - 11/10/2026
John Vallejo	Approved - 11/10/2026
Denelle Carrington	Final Approval - 11/10/2026

ATTACHMENTS:

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-735

Fiscal Year 2026-2027 Tobacco Control Program Allocation Agreement

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health & Prevention

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed $300,000 for the period of July 1, 2026 through June 30, 2027, and authorize the HHS Director to sign Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract comes before your Board for ratification as it was received by the Department from the State after the beginning of the fiscal year. Funding is provided through the California Department of Public Health (CDPH), California Tobacco Prevention Program (CTPP), utilizing tobacco tax revenues generated through Proposition 99 (Tobacco Tax and Health Protection Act of 1988) and Proposition 56 (California Healthcare, Research and Prevention Tobacco Tax Act of 2016).

This agreement represents the final year of the current funding cycle and supports continued tobacco prevention activities, including adult and youth coalitions, efforts to reduce tobacco-promoting influences in the retail environment, and policy initiatives focused on reducing exposure to secondhand smoke. Any proposed policy changes requiring Board approval will return to your Board for consideration and adoption.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	**Budget Unit**	505117,505118,640322
Budgeted?	Yes	**Object Code**	2200 / 4498
Recurrence	Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

This funding is only provided to Local Health Jurisdictions.

Current Fiscal Year Impact

Up to $300,000 for the period between July 1st, 2026 and June 30th, 2027. These monies are required to be held in interest-bearing trusts and are deposited in 2200 Deferred Revenue. Funds are recognized in the Tobacco budget (640322-4498) to cover expenses.
Future Fiscal Year Impacts
This funding is projected as ongoing and we anticipate receiving grant dollars annually.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ratify and approve this agreement, which would disallow Inyo County from accepting the funds for FY 26/27 and would make Inyo County noncompliant with Tobacco Control program requirements. If Inyo County is deemed noncompliant by CDPH, the State will fund another agency to administer the mandated Tobacco Control program in Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Liza Aguilar	Created/Initiated - 10/13/2026
Darcy Israel	Approved - 10/13/2026
Vanessa Bigham	Approved - 10/14/2026
Lyndsey Garrett	Approved - 10/21/2026
Stephanie Tanksley	Approved - 10/21/2026
Anna Scott	Approved - 10/22/2026
Amy Shepherd	Approved - 10/22/2026
Keri Oney	Approved - 10/23/2026
John Vallejo	Approved - 10/26/2026
Denelle Carrington	Final Approval - 10/26/2026

ATTACHMENTS:

1. Acceptance of Allocation Agreement

Health and Human Services Agency
California Department of Public Health

Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

September 22, 2026

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP)

SUBJECT: PROGRAM LETTER 26-01
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2026 – JUNE 30, 2027

Purpose

Release the Acceptance of Allocation Agreement for Fiscal Year 2026-2027

Effective Date

Immediately

Inclusions

1. Acceptance of Allocation Agreement for Fiscal Year 2026-2027 Funding Period: July 1, 2026, through June 30, 2027.
2. Revised Appendix 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY 2026/27 (Dated 9/01/2026) previously released in the 2022-2027 LLA Comprehensive Tobacco Control Guidelines Addendum 2.

Required Action

1. Please print, sign, and date the Acceptance of Allocation Agreement for Fiscal Year 2026-2027. The signature on the Acceptance of Allocation Agreement must match the official Agency Signatory identified in CTPP's Online Tobacco Information System (OTIS).
2. Return the Acceptance of Allocation Agreement for Fiscal Year 2026-2027, bearing an original signature, to your assigned CTPP Procurement Manager (PM) electronically in a reply to the OTIS Communication Log Message titled "Local

Lead Agency (LLA) FY 2026-2027 Acceptance of Allocation Agreement and 1st and 2nd Quarter Prospective Invoices (PPIs) for Proposition 56 and Proposition 99."

Why The Agreement is Needed

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2026-2027 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTPP receives the Acceptance of Allocation Agreement for FY 2026-2027 from your city/county/agency bearing the original signature of the official Agency Signatory identified in OTIS.

Budget Information

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2026-2027 is based on the LLA Allocation Table listed on Revised Appendix 2 (Dated 09/01/2026 for the FY 2022-2027 plan period).

Additional Information

During the plan period, LLA Project Directors will receive feedback from CTPP's:

- Procurement Managers (PMs) who analyze the cost reports and spending patterns.
- Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2027.

If it appears LLAs are not spending the allocations according to the budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTPP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTPP when the 2022-2027 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2027, and are due 60 days after receiving the plan's closeout letter.

Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.

Contact Person For Further Information

Your assigned CTPP PM.

ACCEPTANCE OF ALLOCATION AGREEMENT
For
FISCAL YEAR 2026-2027

County of Inyo

Agreement Number: CTCP-21-14

Agreement Amount: $300,000.00

Proposition 56: $150,000.00
Proposition 99: $150,000.00

FUNDING PERIOD: JULY 1, 2026 THROUGH JUNE 30, 2027

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Prevention Program.

_____ _____

Authorized Signature Date

_____

Printed Name and Title

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 21/22 (January – June 2022)

LLA	Agreement	FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021	FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021	FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021
Alameda	CTCP-21-01	$75,000	$482,213	$557,213
Berkeley	CTCP-21-01A	$75,000	$75,000	$150,000
Alpine	CTCP-21-02	$75,000	$75,000	$150,000
Amador	CTCP-21-03	$75,000	$75,000	$150,000
Butte	CTCP-21-04	$75,000	$89,639	$164,639
Calaveras	CTCP-21-05	$75,000	$75,000	$150,000
Colusa	CTCP-21-06	$75,000	$75,000	$150,000
Contra Costa	CTCP-21-07	$75,000	$211,855	$286,855
Del Norte	CTCP-21-08	$75,000	$75,000	$150,000
El Dorado	CTCP-21-09	$75,000	$75,000	$150,000
Fresno	CTCP-21-10	$75,000	$315,515	$390,515
Glenn	CTCP-21-11	$75,000	$75,000	$150,000
Humboldt	CTCP-21-12	$75,000	$75,000	$150,000
Imperial	CTCP-21-13	$75,000	$75,000	$150,000
Inyo	CTCP-21-14	$75,000	$75,000	$150,000
Kern	CTCP-21-15	$75,000	$200,706	$275,706
Kings (CHC)	CTCP-21-16	$75,000	$75,000	$150,000
Lake	CTCP-21-17	$75,000	$75,000	$150,000
Lassen	CTCP-21-18	$75,000	$75,000	$150,000
Los Angeles	CTCP-21-19	$75,000	$4,818,243	$4,893,243
Pasadena	CTCP-21-19B	$75,000	$78,655	$153,655
Long Beach	CTCP-21-19A	$75,000	$249,768	$324,768
Madera	CTCP-21-20	$75,000	$75,000	$150,000
Marin	CTCP-21-21	$75,000	$117,641	$192,641
Mariposa	CTCP-21-22	$75,000	$75,000	$150,000
Mendocino	CTCP-21-23	$75,000	$75,000	$150,000
Merced	CTCP 21-24	$75,000	$85,109	$160,109
Modoc	CTCP-21-25	$75,000	$75,000	$150,000
Mono	CTCP-21-26	$75,000	$75,000	$150,000
Monterey	CTCP-21-27	$75,000	$151,995	$226,995
Napa	CTCP-21-28	$75,000	$75,000	$150,000
Nevada	CTCP-21-29	$75,000	$75,000	$150,000
Orange	CTCP-21-30	$75,000	$603,679	$678,679
Placer	CTCP-21-31	$75,000	$75,000	$150,000
Plumas	CTCP-21-32	$75,000	$75,000	$150,000
Riverside	CTCP-21-33	$75,000	$373,943	$448,943
Sacramento	CTCP-21-34	$75,000	$386,795	$461,795
San Benito	CTCP-21-35	$75,000	$75,000	$150,000
San Bernardino (CHC)	CTCP-21-36	$75,000	$514,303	$589,303
San Diego	CTCP-21-37	$75,000	$704,590	$779,590
San Francisco	CTCP-21-38	$75,000	$633,239	$708,239
San Joaquin	CTCP-21-39	$75,000	$204,583	$279,583
San Luis Obispo	CTCP-21-40	$75,000	$95,119	$170,119
San Mateo	CTCP-21-41	$75,000	$171,321	$246,321
Santa Barbara	CTCP-21-42	$75,000	$93,027	$168,027
Santa Clara	CTCP-21-43	$75,000	$616,227	$691,227
Santa Cruz	CTCP-21-44	$75,000	$90,572	$165,572
Shasta	CTCP-21-45	$75,000	$75,000	$150,000
Sierra	CTCP-21-46	$75,000	$75,000	$150,000
Siskiyou	CTCP-21-47	$75,000	$75,000	$150,000
Solano	CTCP-21-48	$75,000	$162,891	$237,891
Sonoma	CTCP-21-49	$75,000	$188,509	$263,509
Stanislaus	CTCP-21-50	$75,000	$150,303	$225,303
Sutter	CTCP-21-51	$75,000	$75,000	$150,000
Tehama	CTCP-21-52	$75,000	$75,000	$150,000
Trinity	CTCP-21-53	$75,000	$75,000	$150,000
Tulare	CTCP-21-54	$75,000	$161,758	$236,758
Tuolumne	CTCP-21-55	$75,000	$75,000	$150,000
Ventura	CTCP-21-56	$75,000	$181,778	$256,778
Yolo	CTCP-21-57	$75,000	$75,000	$150,000
Yuba	CTCP-21-58	$75,000	$75,000	$150,000
		$4,575,000	$14,608,976	$19,183,976

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 22/23

LLA	Agreement	FY 22/23 Total Prop 99 @BA Jul 2022	FY 22/23 Total Prop 56 @BA Jul 2022	FY 22/23 TOTAL Prop 99+56 @BA Jul 2022
Alameda	CTCP-21-01	$150,000	$762,134	$912,134
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$152,390	$302,390
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$346,798	$496,798
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$516,485	$666,485
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$328,547	$478,547
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$1,343,320	$7,866,013	$9,209,333
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$408,860	$558,860
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$199,995	$349,995
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$248,809	$398,809
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$192,754	$988,198	$1,180,952
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$612,128	$762,128
Sacramento	CTCP-21-34	$150,000	$633,168	$783,168
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$829,291	$979,291
San Diego	CTCP-21-37	$224,974	$1,153,384	$1,378,358
San Francisco	CTCP-21-38	$202,192	$1,036,586	$1,238,778
San Joaquin	CTCP-21-39	$150,000	$334,893	$484,893
San Luis Obispo	CTCP-21-40	$150,000	$155,705	$305,705
San Mateo	CTCP-21-41	$150,000	$280,446	$430,446
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$196,760	$1,008,738	$1,205,498
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$276,923	$426,923
Sonoma	CTCP-21-49	$150,000	$320,475	$470,475
Stanislaus	CTCP-21-50	$150,000	$246,040	$396,040
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$264,791	$414,791
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$297,563	$447,563
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$10,560,000	$24,818,360	$35,378,360

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 23/24

LLA	Agreement	FY 23/24 Prop 99 @ BA Jul 2023	FY 23/24 Prop 56 (Estimate)	FY 23/24 Prop 56 Adjustment @ BA Jul 2023	FY 23/24 Prop 56 Total @ BA Jul 2023	FY 23/24 TOTAL Prop 99+56
Alameda	CTCP-21-01	$150,000	$584,302	$248,112	$832,414	$982,414
Berkeley	CTCP-21-01A	$150,000	$150,000	$0	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$0	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$0	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$11,694	$161,694	$311,694
Calaveras	CTCP-21-05	$150,000	$150,000	$0	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$0	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$279,186	$94,333	$373,519	$523,519
Del Norte	CTCP-21-08	$150,000	$150,000	$0	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$0	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$415,790	$140,491	$556,281	$706,281
Glenn	CTCP-21-11	$150,000	$150,000	$0	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$0	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$0	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$0	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$264,492	$89,369	$353,861	$503,861
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$0	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$0	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$0	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$6,303,191	$2,180,463	$8,483,654	$8,633,654
Pasadena	CTCP-21-19B	$150,000	$150,000	$0	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$329,148	$111,215	$440,363	$590,363
Madera	CTCP-21-20	$150,000	$150,000	$0	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$170,012	$42,194	$212,206	$362,206
Mariposa	CTCP-21-22	$150,000	$150,000	$0	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$0	$150,000	$300,000
Merced	CTCP-21-24	$150,000	$150,000	$0	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$0	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$0	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$200,301	$67,679	$267,980	$417,980
Napa	CTCP-21-28	$150,000	$150,000	$0	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$0	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$795,536	$268,803	$1,064,339	$1,214,339
Placer	CTCP-21-31	$150,000	$150,000	$0	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$0	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$492,786	$166,507	$659,293	$809,293
Sacramento	CTCP-21-34	$150,000	$509,724	$172,230	$681,954	$831,954
San Benito	CTCP-21-35	$150,000	$150,000	$0	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$686,912	$198,649	$885,561	$1,035,561
San Diego	CTCP-21-37	$150,000	$928,518	$313,735	$1,242,253	$1,392,253
San Francisco	CTCP-21-38	$150,000	$834,491	$281,965	$1,116,456	$1,266,456
San Joaquin	CTCP-21-39	$150,000	$269,602	$91,095	$360,697	$510,697
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$17,702	$167,702	$317,702
San Mateo	CTCP-21-41	$150,000	$225,770	$76,285	$302,055	$452,055
Santa Barbara	CTCP-21-42	$150,000	$150,000	$14,015	$164,015	$314,015
Santa Clara	CTCP-21-43	$150,000	$812,072	$274,390	$1,086,462	$1,236,462
Santa Cruz	CTCP-21-44	$150,000	$150,000	$9,686	$159,686	$309,686
Shasta	CTCP-21-45	$150,000	$150,000	$0	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$0	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$0	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$235,406	$58,425	$293,831	$443,831
Sonoma	CTCP-21-49	$150,000	$272,429	$67,613	$340,042	$490,042
Stanislaus	CTCP-21-50	$150,000	$198,071	$66,926	$264,997	$414,997
Sutter	CTCP-21-51	$150,000	$150,000	$0	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$0	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$0	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$213,167	$72,027	$285,194	$435,194
Tuolumne	CTCP-21-55	$150,000	$150,000	$0	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$239,550	$80,941	$320,491	$470,491
Yolo	CTCP-21-57	$150,000	$150,000	$0	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$0	$150,000	$300,000
		$9,150,000	$21,110,456	$5,216,544	$26,327,000	$35,477,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 @BA Jul 2024	FY 24/25 Prop 56 @BA Jul 20024	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	$150,000	$432,535	$582,535
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$221,483	$371,483
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$329,854	$479,854
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$209,827	$359,827
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$4,969,439	$5,119,439
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$261,119	$411,119
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP-21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$158,902	$308,902
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$631,113	$781,113
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$390,936	$540,936
Sacramento	CTCP-21-34	$150,000	$404,373	$554,373
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$565,401	$715,401
San Diego	CTCP-21-37	$150,000	$736,610	$886,610
San Francisco	CTCP-21-38	$150,000	$662,017	$812,017
San Joaquin	CTCP-21-39	$150,000	$213,880	$363,880
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$179,107	$329,107
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$644,231	$794,231
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$200,081	$350,081
Sonoma	CTCP-21-49	$150,000	$231,548	$381,548
Stanislaus	CTCP-21-50	$150,000	$157,134	$307,134
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$169,109	$319,109
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$190,039	$340,039
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$9,150,000	$17,958,738	$27,108,738

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 25/26

LLA	Agreement	FY 25/26 Prop 99 @BA Jul 2025	FY 25/26 Total Revised Prop 56 @ BA Jul 2025	FY 25/26 TOTAL Prop 99+56 @ BA Jul 2025
Alameda	CTCP-21-01	$150,000	$432,548	$582,548
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$221,488	$371,488
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$329,861	$479,861
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$209,831	$359,831
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$4,969,550	$5,119,550
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$261,125	$411,125
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$158,906	$308,906
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$631,128	$781,128
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$390,945	$540,945
Sacramento	CTCP-21-34	$150,000	$404,383	$554,383
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$565,412	$715,412
San Diego	CTCP-21-37	$150,000	$736,627	$886,627
San Francisco	CTCP-21-38	$150,000	$662,032	$812,032
San Joaquin	CTCP-21-39	$150,000	$213,885	$363,885
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$179,111	$329,111
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$644,246	$794,246
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$200,081	$350,081
Sonoma	CTCP-21-49	$150,000	$231,548	$381,548
Stanislaus	CTCP-21-50	$150,000	$157,137	$307,137
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$169,113	$319,113
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$190,043	$340,043
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$9,150,000	$17,959,000	$27,109,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 26/27

LLA	Agreement	FY 26/27 Prop 99 @BA Jul 2026	FY 26/27 Prop 56 @BA Jul 2026	FY 26/27 TOTAL Prop 99+56 @BA Jul 2026
Alameda	CTCP-21-01	$150,000	$255,484	$405,484
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$150,000	$300,000
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$229,600	$379,600
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$150,000	$300,000
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$3,413,464	$3,563,464
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$181,756	$331,756
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$150,000	$300,000
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$439,296	$589,296
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$272,117	$422,117
Sacramento	CTCP-21-34	$150,000	$281,470	$431,470
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$423,646	$573,646
San Diego	CTCP-21-37	$150,000	$512,729	$662,729
San Francisco	CTCP-21-38	$150,000	$460,807	$610,807
San Joaquin	CTCP-21-39	$150,000	$150,000	$300,000
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$150,000	$300,000
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$448,427	$598,427
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$160,946	$310,946
Sonoma	CTCP-21-49	$150,000	$186,258	$336,258
Stanislaus	CTCP-21-50	$150,000	$150,000	$300,000
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$150,000	$300,000
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$150,000	$300,000
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$9,150,000	$14,466,000	$23,616,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

TOTAL

LLA	Agreement	FY 2021/22 (1/22-6/22) - FY 26/27 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-21-01	$4,022,328
Berkeley	CTCP-21-01A	$1,650,000
Alpine	CTCP-21-02	$1,650,000
Amador	CTCP-21-03	$1,650,000
Butte	CTCP-21-04	$1,678,723
Calaveras	CTCP-21-05	$1,650,000
Colusa	CTCP-21-06	$1,650,000
Contra Costa	CTCP-21-07	$2,350,143
Del Norte	CTCP-21-08	$1,650,000
El Dorado	CTCP-21-09	$1,650,000
Fresno	CTCP-21-10	$3,102,596
Glenn	CTCP-21-11	$1,650,000
Humboldt	CTCP-21-12	$1,650,000
Imperial	CTCP-21-13	$1,650,000
Inyo	CTCP-21-14	$1,650,000
Kern	CTCP-21-15	$2,277,772
Kings (CHC)	CTCP-21-16	$1,650,000
Lake	CTCP-21-17	$1,650,000
Lassen	CTCP-21-18	$1,650,000
Los Angeles	CTCP-21-19	$36,538,683
Pasadena	CTCP-21-19B	$1,653,655
Long Beach	CTCP-21-19A	$2,627,991
Madera	CTCP-21-20	$1,650,000
Marin	CTCP-21-21	$1,804,842
Mariposa	CTCP-21-22	$1,650,000
Mendocino	CTCP-21-23	$1,650,000
Merced	CTCP 21-24	$1,660,109
Modoc	CTCP-21-25	$1,650,000
Mono	CTCP-21-26	$1,650,000
Monterey	CTCP-21-27	$1,961,592
Napa	CTCP-21-28	$1,650,000
Nevada	CTCP-21-29	$1,650,000
Orange	CTCP-21-30	$5,225,507
Placer	CTCP-21-31	$1,650,000
Plumas	CTCP-21-32	$1,650,000
Riverside	CTCP-21-33	$3,524,362
Sacramento	CTCP-21-34	$3,617,143
San Benito	CTCP-21-35	$1,650,000
San Bernardino (CHC)	CTCP-21-36	$4,608,614
San Diego	CTCP-21-37	$5,986,167
San Francisco	CTCP-21-38	$5,448,329
San Joaquin	CTCP-21-39	$2,302,938
San Luis Obispo	CTCP-21-40	$1,693,526
San Mateo	CTCP-21-41	$2,087,040
Santa Barbara	CTCP-21-42	$1,682,042
Santa Clara	CTCP-21-43	$5,320,091
Santa Cruz	CTCP-21-44	$1,675,258
Shasta	CTCP-21-45	$1,650,000
Sierra	CTCP-21-46	$1,650,000
Siskiyou	CTCP-21-47	$1,650,000
Solano	CTCP-21-48	$2,119,753
Sonoma	CTCP-21-49	$2,323,380
Stanislaus	CTCP-21-50	$1,950,611
Sutter	CTCP-21-51	$1,650,000
Tehama	CTCP-21-52	$1,650,000
Trinity	CTCP-21-53	$1,650,000
Tulare	CTCP-21-54	$2,024,965
Tuolumne	CTCP-21-55	$1,650,000
Ventura	CTCP-21-56	$2,154,914
Yolo	CTCP-21-57	$1,650,000
Yuba	CTCP-21-58	$1,650,000
		$167,873,074

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-743

Purchase of 4 Ford Super Duty Trucks for Road Department

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jose Rodriguez, Engineering Technician	Gordon Moose, Road Superintendent

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2026-2027 Road Budget 034600 as follows: increase appropriation in Vehicles Object Code 5655 by $40,000 *(4/5ths vote required);* and
B) Authorize a purchase order in an amount of $275,101.71, payable to National Auto Fleet Group for the purchase of one (1) new/unused (2027 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box 142" WB & three (3) new/unused (2027 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 6.75' Box 148" WB).

BACKGROUND / SUMMARY / JUSTIFICATION:

Due to the extensive road damage Inyo County has suffered these past years, the Road Department has been hesitant to invest in equipment, knowing funds may be needed to facilitate road repairs. After the completion of many repairs and having evaluated the current budget, the department is comfortable moving forward once again in updating its fleet. The department's existing fleet has been identified as a priority. Used daily, the trucks show their age, resulting in breakdowns, costly repairs, and delays in essential road maintenance and road project duties. These trucks play a critical role in daily operations, including hauling materials for grading, paving, transportation, and emergency response tasks.

Inyo County Road Department is continuing its efforts to maintain and improve the Inyo County roadways. A portion of this effort will require the purchase of the proposed amounts.

One (1) New / Unused 2027 Ford Super Duty F-250 (XL 4WD Reg Cab 8') : **$66,770.76**
Three (3) New / Unused 2027 Ford Super Duty F-250 (XL 4WD Super Cab 6.75') : **$208,330.95**

Total amount paid to National Auto Fleet Group: **$275,101.71**

Inyo County Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through National Auto Fleet Group (Sourcewell Contract #081325-NAF & #081325-NAF). National Auto Fleet Group has been authorized to sell this contract directly. The pricing offered by Sourcewell provides the County with a savings of approximately 3.930% for the Ford Super Duty F-250 Reg Cab 8' & 3.899% for the Three 2027 Ford Super Duty F-250 Super Cab 6.75' off the list price, which makes the pricing highly competitive against comparable products offered on the

market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase these vehicles via Sourcewell / National Auto Fleet Group without soliciting bids.

Inyo County Road Department is recommending the Board authorize the purchase of four (4) Ford Super Duty Vehicles F-250 (XL 4WD Super Cab 6.75' & Reg Cab 8'), to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed $275,101.71.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	034600
Budgeted?	Yes	**Object Code**	5655
Recurrence	One-Time Expenditure	**Sole Source?**	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $275,101.71 for the period between November 17, 2026 and June 30, 2027.
Future Fiscal Year Impacts
N/A
Additional Information

FY 2026-2027 included a budget of $240,000 for these trucks. This item is also amending the budget to cover the actual cost of purchasing these trucks.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this purchase; however, such action is not recommended. The current Road Department fleet is aging, resulting in increased maintenance and lacks the need to ensure operational reliability, safety, and cost-effectiveness. This leads to workday delays and hinders the department's ability to perform in a timely manner and efficiency on road projects and maintenance. Current California Air Resources Board (CARB) regulations restrict usage having an adverse impact on road operations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I High-Quality County Government Services
High Quality Services I Improved County Facilities

APPROVALS:

Jose Rodriguez	Created/Initiated - 10/27/2026
Darcy Israel	Approved - 10/27/2026
Jose Rodriguez	Approved - 10/27/2026
Breanne Nelums	Approved - 10/28/2026
Gordon Moose	Approved - 10/28/2026
Amy Shepherd	Approved - 10/29/2026
Keri Oney	Approved - 11/02/2026
John Vallejo	Approved - 11/02/2026
Cap Aubrey	Approved - 11/03/2026
Denelle Carrington	Final Approval - 11/03/2026

ATTACHMENTS:

1. Sourcewell Quote ID 36542
2. Sourcewell Quote ID 36541 R1

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

10/20/2026

Government Quote ID: **36542**

Order Cut Off Date: **TBA**

Gordon Moose
Inyo County

168 N Edwards St

Independence, California, 93526

Dear Gordon Moose,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2027 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box 142" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$64,495.00	$61,960.10	3.930 %	$2,534.90
Tax (7.7500 %)		$4,801.91		
Tire fee		$8.75		
Total		$66,770.76		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Sourcewell
Awarded Contract
Contract # 081325-NAF

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99M	Engine: 6.7L HO Power Stroke V8 Turbo Diesel B20, -inc: manual push-button engine-exhaust braking and Operator Commanded Regeneration (OCR), 29 Gallon Fuel Tank, 3.31 Axle Ratio, 190 Amp Alternator (Diesel), Dual AGM 68 AH Battery
TRANSMISSION	
Code	**Description**
44G	Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road
WHEELS	
Code	**Description**
64A	Wheels: 17" Argent Painted Steel, (STD)
TIRES	
Code	**Description**
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X31	3.31 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	**Description**
86M	Dual AGM 68 AH Battery
76C	Exterior Backup Alarm
GVWR	
Code	**Description**

68B	GVWR: Fixed 10,000 lb Package, (STD)

OPTION PACKAGE

Code	Description
600A	Order Code 600A

2027 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB

WINDOW STICKER

2027 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB

CODE	MODEL	MSRP
F2B	2027 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB	$48,925.00
	OPTIONS	
99M	Engine: 6.7L HO Power Stroke V8 Turbo Diesel B20, -inc: manual push-button engine-exhaust braking and Operator Commanded Regeneration (OCR), 29 Gallon Fuel Tank, 3.31 Axle Ratio, 190 Amp Alternator (Diesel), Dual AGM 68 AH Battery	$12,495.00
44G	Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road	$0.00
64A	Wheels: 17" Argent Painted Steel, (STD)	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00
X31	3.31 Axle Ratio	INC
86M	Dual AGM 68 AH Battery	INC
76C	Exterior Backup Alarm	$280.00
68B	GVWR: Fixed 10,000 lb Package, (STD)	$0.00
600A	Order Code 600A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$61,700.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,795.00
TOTAL PRICE	**$64,495.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Government Quote ID: 36542

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats and bi-fuel manifold (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)
GVWR: Fixed 10,000 lb Package (STD)

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3852# Maximum Payload
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Regular Box Style
Wheels w/Hub Covers
Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
4 Speakers
Fixed Antenna
SYNC 4 w/8" Center Display -inc: wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist
Wireless Phone Connectivity
2 Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Front Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Full Vinyl/Rubber Floor Covering
Cab Mounted Cargo Lights
Smart Device Remote Engine Start
Ford Security Package Tracker System
Smart Device Integration
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Instrument Panel Covered Bin, Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Front Center Armrest w/Storage
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

10/20/2026
10/20/2026 Re-Configured

Government Quote ID: **36541 R1**

Order Cut Off Date: **TBA**

Gordon Moose
Inyo County

168 N Edwards St

Independence, California, 93526

Dear Gordon Moose,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Three (3) New/Unused (2027 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 6.75' Box 148" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (3)	Total Savings
Contract Price	$67,055.00	$64,440.74	3.899 %	$193,322.22	$7,842.78
Tax (7.7500 %)		$4,994.16		$14,982.48	
Tire fee		$8.75		$26.25	
Total		$69,443.65		$208,330.95	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Sourcewell
Awarded Contract
Contract # 081325-NAF

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99M	Engine: 6.7L HO Power Stroke V8 Turbo Diesel B20, -inc: manual push-button engine-exhaust braking and Operator Commanded Regeneration (OCR), 29 Gallon Fuel Tank, 3.31 Axle Ratio, 190 Amp Alternator (Diesel), Dual AGM 68 AH Battery
TRANSMISSION	
Code	**Description**
44G	Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road
WHEELS	
Code	**Description**
64A	Wheels: 17" Argent Painted Steel, (STD)
TIRES	
Code	**Description**
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X31	3.31 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	**Description**
86M	Dual AGM 68 AH Battery
76C	Exterior Backup Alarm
GVWR	
Code	**Description**

68B	GVWR: Fixed 10,000 lb Package, (STD)

OPTION PACKAGE

Code	Description
600A	Order Code 600A

2027 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD SuperCab 6.75' Box 148" WB

WINDOW STICKER

2027 Ford Super Duty F-250 SRW XL 4WD SuperCab 6.75' Box 148" WB

CODE	MODEL	MSRP
X2B	2027 Ford Super Duty F-250 SRW XL 4WD SuperCab 6.75' Box 148" WB	$51,485.00
	OPTIONS	
99M	Engine: 6.7L HO Power Stroke V8 Turbo Diesel B20, -inc: manual push-button engine-exhaust braking and Operator Commanded Regeneration (OCR), 29 Gallon Fuel Tank, 3.31 Axle Ratio, 190 Amp Alternator (Diesel), Dual AGM 68 AH Battery	$12,495.00
44G	Transmission: TorqShift 10-Speed Automatic, -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road	$0.00
64A	Wheels: 17" Argent Painted Steel, (STD)	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00
X31	3.31 Axle Ratio	INC
86M	Dual AGM 68 AH Battery	INC
76C	Exterior Backup Alarm	$280.00
68B	GVWR: Fixed 10,000 lb Package, (STD)	$0.00
600A	Order Code 600A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$64,260.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,795.00
TOTAL PRICE	**$67,055.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Government Quote ID: 36541

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats and bi-fuel manifold (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)
GVWR: Fixed 10,000 lb Package (STD)

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3553# Maximum Payload
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Regular Box Style
Wheels w/Hub Covers
Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
6 Speakers
SYNC 4 w/8" Center Display -inc: wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist
Wireless Phone Connectivity
2 Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning

HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Full Vinyl/Rubber Floor Covering
Cab Mounted Cargo Lights
Smart Device Remote Engine Start
Ford Security Package Tracker System
Smart Device Integration
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Instrument Panel Covered Bin, Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Emergency Sos Capability
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Back-Up Camera

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-749

Purchase of Asphalt Paver 8515E for Road Department

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jose Rodriguez, Engineering Technician	Gordon Moose, Road Superintendent

RECOMMENDED ACTION:

Authorize a purchase order in an amount of $199,962.45, payable to Nixon-Egli Equipment Co. for the purchase of one (1) 2025 Used Leeboy 8500.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Road Department is continuing its efforts to maintain and improve the Inyo County roadways. A portion of this effort will require the purchase of the proposed amounts.

Total amount paid to Nixon-Egli Equipment Co.: $199,962.45

Inyo County Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through Nixon-Egli Equipment Co. (Sourcewell Contract #022626-VTL). Nixon-Egli Equipment Co. has been authorized to sell this contract directly. The pricing offered by Sourcewell provides the County with a discount of approximately 10% for the 2025 Used LeeBoy 8515E Asphalt Paver off the list price, which makes the pricing highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase these vehicles via Sourcewell / Nixon-Egli Equipment Co. without soliciting bids.

Inyo County Road Department is recommending the Board authorize the purchase of one (1) 2025 Used Leeboy 8515E, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed $199,962.45.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	034600
Budgeted?	Yes	**Object Code**	5650
Recurrence	One-Time Expenditure	**Sole Source?**	N/A

If Sole Source, provide justification below

Up to $199,962.45 for the period between November 17, 2026 and June 30, 2027.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this purchase; however, such action is not recommended. Currently, the Road Department does NOT have an asphalt paver, resulting in increased maintenance and lacks the need to ensure operational reliability, safety, and cost-effectiveness on County maintained roads. This leads to deterioration on roads and creates workday delays and hinders the department's ability to perform in a timely manner and with efficiency on road projects and maintenance. Current California Air Resources Board (CARB) regulations restrict usage having an adverse impact on road operations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community-Supporting Infrastructure Improvements
Thriving Communities I Enhanced Transportation Services
High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Jose Rodriguez	Created/Initiated - 10/26/2026
Darcy Israel	Approved - 10/26/2026
Jose Rodriguez	Approved - 10/26/2026
Breanne Nelums	Approved - 10/26/2026
Gordon Moose	Approved - 10/27/2026
Amy Shepherd	Approved - 10/27/2026
Keri Oney	Approved - 10/27/2026
John Vallejo	Approved - 10/27/2026
Cap Aubrey	Approved - 10/28/2026
Denelle Carrington	Final Approval - 10/29/2026

ATTACHMENTS:

1. LeeBoy Paver 8515E-Brochure
2. Quote NQ1068

8515E Asphalt Paver



Sleek, modern and low-profile are three words that immediately come to mind when evaluating the LeeBoy 8515E Asphalt Paver. Featuring an engine hood height of 69 inches (1.75 m) and a sliding control station, the 8515E gives the operator an extremely clear and comfortable view of their surroundings. With a class-leading tunnel size and self cleaning conveyor bars, this machine is built to perform at the highest level. Easy-to-access, convenient maintenance areas are also a highlight of machine ownership.

Performance Features:

- 74 hp (55 kw) Kubota Tier 4 Final Diesel Engine
- Paving Widths Variable Up To 15'
- Low Profile Engine Hood For Better Visibility
- Choice of High Deck or Low Deck Configuration
- Sliding Operator Control Station
- Ultra-efficient Material Management System
- Pressure Ports for Diagnostics and Testing
- 7.5 Ton Capacity Material Hopper
- Proven Legend Screed System
- Electric Screed Heat, 10 kw Generator
- Heavy-duty Undercarriage and Track System







8515E Asphalt Paver Specifications

Dimensions	- Length: 13’ 5” - Width: 8’ 6” transport 10’ hopper wings down - Height: 8’ - Total Weight: 18,460 lbs.
Engine	Kubota turbocharged diesel, Tier 4 Final – 74 hp (55.4 kw)
Capacities	- Fuel: 23.5 gallons - Hydraulic reservoir: 19 gallons - Washdown tank: 7 gallons
Hopper	Hopper size: 7.5 ton
Paving Widths	Variable up to 15’
Paving Depths	- Manual flight screws positioned on the screed to control material thickness - Depth: 0” to 6”
Screed	- Legend Electric screed - Consisting of a main screed and two hydraulically operated screed extensions - Equipped with two electric vibrators
Screed Heat	- Legend electric screed heat, 10kw generator - Electric timer and automatic RPM control system - 2 Blade heating elements in main, 1 blade element in each extension
Screed Crown/Valley	- Equipped with a crown/invert adjustment - Includes a leveling indicator for the operator
Material Handling	- Two independent hydraulically operated under auger material cutoffs - Two 12” independent hydraulically operated cast augers
Operator’s Platform	- Full machine width platform - Walkboard extensions slide outs, left and right
Operator’s Controls	- All control switches are in a single control box which can be moved from right side to left side

Steering	- Dual electronic steering controls - Electronically controlled pumps operated by the forward/reverse joysticks
Washdown System	Electric HD pump and two hose reels
Push Rollers	Two vertically adjustable rollers with sealed bearings mounted to allow pivoting on frame
Track Drive System	- Hydrostatically powered, self-cleaning crawler type -Track size: 14” wide x 77” long poly - Paving speed: 0 to 150’ per minute (1.7 mph) - Travel speed: 0 to 300’ per minute (3.4 mph)
Additional Standard Equipment	- Back-up alarm - LED beacon light - LED work light package - Vandalism protection covers - Electronic gauge package (oil pressure, hour meter, fuel gauge, volt meter, water temp, tachometer, hydraulic oil temp, level warning)
Optional Equipment	- Legend HD Screed, 8’ to 15’, 10kw generator - Automatic screed temperature controls - Screed extension vibration - Rubber track, continuous - in lieu of poly - Steel track – in lieu of poly - Sloping screed extensions - Heated end gates - Truck hitch - Power crown - Steering wheel drive controls (in lieu of joysticks) - Wiring only, grade controls, includes A/M module - Sonic grade control both sides - Dual sonic grade (Topcon) - Dual sonic grade and slope (Topcon) - 12” x 4.5” berm extension, left and right - Other options available

*Published Weights are approximate weight and will vary contingent on options.

ST Engineering LeeBoy, Inc. ▪ 500 Lincoln County Parkway Extension ▪ Lincolnton, NC 28092 ▪ 704.966.3300
www.LeeBoy.com

LeeBoy and the LeeBoy logo are registered trademarks of ST Engineering LeeBoy, Inc. Equipment model names, slogans and subsidiary logos appearing in this collateral may be registered trademarks or the trademarks of ST Engineering LeeBoy, Inc. The technical data contained herein is subject to change due to continuous engineering and development. Accordingly, LeeBoy reserves the right to modify at any time. © 2020 ST Engineering LeeBoy, Inc. All rights reserved. BR-2025.2-EN

NIXON-EGLI EQUIPMENT CO.

Southern California: 2044 South Vineyard Ave Ontario, CA 91761 • (909) 930-1822 Fax: (909) 947-6014
Northern California: 800 East Grant Line Rd Tracy, CA 95304 • (209) 830-8600 Fax: (209) 830-8884
Southern Nevada: 2780 Marion Drive, Las Vegas NV 89115 • (702) 342-8100

www.nixonegli.com

Sourcewell

QUOTATION

NQ1068

October 20th, 2026

QUOTE FOR

INYO COUNTY ROAD DEPT.
750 S Clay Street
INDEPENDENCE, CA 93526
ATTN: Gordon Moose

BRANCH 01: ONTARIO	**QUOTE NO.** NQ1068
DATE October 20th, 2026	**VALID UNTIL** December 31st, 2026
ACCOUNT NO. INYOC001	**F.O.B.**
LEEBOY SOURCEWELL ID 022626-VTL	
SALESPERSON Christian Velasco · 909.732.9034 cvelasco@nixonegli.com	

EQUIPMENT QUOTATION — SOURCEWELL

Dear Gordon,

We are pleased to provide you a quote for (1) 2025 Used LeeBoy 8515E Stock#221360/Serial#515517, with the following features and equipped as follows:

DESCRIPTION **LINE AMOUNT**

2025 Used LeeBoy 8515E — $178,000.00

Stock 221360 · Serial 515517

Current hours: 41 (as of 8/24/2026)

- 74 hp (55 kw) Kubota Tier 4 Final Diesel Engine
- Paving Widths Variable Up To 15’
- Low Profile Engine Hood For Better Visibility
- Sliding Operator Control Station
- 7.5 Ton Capacity Material Hopper
- Electric Screed Heat, 10 kw Generator

PERFORMANCE FEATURES

- 74 hp (55 kw) Kubota Tier 4 Final Diesel Engine
- Paving Widths Variable Up To 15’
- Low Profile Engine Hood For Better Visibility
- Choice of High Deck or Low Deck Configuration
- Sliding Operator Control Station
- Ultra-efficient Material Management System
- Pressure Ports for Diagnostics and Testing

- 7.5 Ton Capacity Material Hopper
- Proven Legend Screed System
- Electric Screed Heat, 10 kw Generator
- Heavy-duty Undercarriage and Track System

ADDITIONAL STANDARD EQUIPMENT

- Back-up alarm
- LED beacon light
- LED work light package
- Vandalism protection covers
- Electronic gauge package (oil pressure, hour meter, fuel gauge, volt meter, water temp, tachometer, hydraulic oil temp, level warning)

ADDITIONAL EQUIPMENT ON THIS MACHINE

- HEATED ENDGATES

Engine	**Kubota turbocharged diesel, Tier 4 Final – 74 hp (55.4 kw)**
Paving Depths	**Depth: 0” to 6”**
Screed	**Legend Electric screed**
Total Weight	**18,460 lbs.**
Width	**8’ 6” transport**
Fuel	**23.5 gallons**
Track size	**14” wide x 77” long poly**
Travel speed	**0 to 300’ per minute (3.4 mph)**

Paving Widths	**Variable up to 15’**
Hopper	**Hopper size: 7.5 ton**
Screed Heat	**Legend electric screed heat, 10kw generator**
Length	**13’ 5”**
Height	**8’**
Hydraulic reservoir	**19 gallons**
Paving speed	**0 to 150’ per minute (1.7 mph)**











Dealer Items	$7,580.00

QUOTE SUMMARY	
Sourcewell List Price	$197,777.78
Sourcewell Discount 10%	**-$19,777.78**
Price	**$178,000.00**
Dealer Items	$7,580.00
Subtotal	**$185,580.00**
Sales Tax 7.750% (UNINCORPORATED AREA-INYO) — subject to change	$14,382.45
Quote Total	**$199,962.45**

The above pricing is subject to applicable taxes. This quote is valid until December 31st, 2026.

Unless otherwise stated above, pricing includes PDI / start-up training / inbound freight from manufacturer and delivery.

Sales tax is calculated at the current rate for the delivery address shown on this quote and is subject to change. If the delivery address is updated, or the tax rate changes before the sale is invoiced, the sales tax will be recalculated and the total adjusted accordingly.

The prices quoted are subject to any and all applicable tariffs, taxes, duties or fees imposed by local, state, or federal authorities. In the event that any such tariffs, duties, taxes, or fees are introduced or adjusted after the date of this quotation, it will be applied to the final invoice. Nixon-Egli Equipment Company reserves the right to revise the quoted prices to account for changes in tariffs or other applicable charges prior to finalization of the contract or invoice.

Thank you for the opportunity to provide this quote for your equipment needs. If you have any further questions, please feel free to contact me.

DISCLOSURE: WHEN OPERATED IN CALIFORNIA, ANY OFF-ROAD DIESEL VEHICLE MAY BE SUBJECT TO THE CALIFORNIA AIR RESOURCES BOARD IN-USE OFF-ROAD DIESEL VEHICLE REGULATION. IT THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CALIFORNIA AIR RESOURCES BOARD WEBSITE AT HTTP://WWW.ARB.CA.GOV/MSPROG/ORDIESEL/ORDIESEL.HTM

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-750

Purchase of 624 Loader for Road Department

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jose Rodriguez, Engineering Technician	Gordon Moose, Road Superintendent

RECOMMENDED ACTION:

Authorize a purchase order in an amount of $290,562.15, payable to Coastline Equipment for the purchase of one (1) John Deere 624P Wheel Loader.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Road Department is continuing its efforts to maintain and improve the Inyo County roadways. A portion of this effort will require the purchase of the proposed amounts.

Total amount paid to Coastline Equipment: **$290,562.15**

Inyo County Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through Coastline Equipment (Sourcewell Contract #011723-JDC). Coastline Equipment has been authorized to sell this contract directly. The pricing offered by Sourcewell provides the County with a savings of approximately 38% off the list price, which makes the pricing highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase these vehicles via Sourcewell / Coastline Equipment without soliciting bids.

Inyo County Road Department is recommending the Board authorize the purchase of one (1) John Deere 624P Wheel Loader, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed $290,562.15.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	034600
Budgeted?	Yes	**Object Code**	5650
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $290,562.15 for the period between November 17, 2026 and June 30, 2027.

Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this purchase; however, such action is not recommended. The current Road Department loader is aging, resulting in increased maintenance and lacks the need to ensure operational reliability, safety, and cost-effectiveness. This leads to workday delays and hinders the department's ability to perform in a timely manner and efficiency on road projects and maintenance. Current California Air Resources Board (CARB) regulations restrict usage having an adverse impact on road operations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I High-Quality County Government Services
High Quality Services I Improved County Facilities

APPROVALS:

Jose Rodriguez	Created/Initiated - 10/26/2026
Darcy Israel	Approved - 10/26/2026
Jose Rodriguez	Approved - 10/26/2026
Breanne Nelums	Approved - 10/26/2026
Gordon Moose	Approved - 10/27/2026
Amy Shepherd	Approved - 10/27/2026
Keri Oney	Approved - 10/27/2026
John Vallejo	Approved - 10/27/2026
Cap Aubrey	Approved - 10/28/2026
Denelle Carrington	Final Approval - 10/29/2026

ATTACHMENTS:

1. Quote 2692089
2. 624 Wheel Loader

Quote Id 2692089
22-Oct-2026

INYO COUNTY ROAD
PO BOX Q
INDEPENDENCE, CA 935260616

Thank you for your request to quote the following John Deere 624P Wheel Loader. While this quote was being prepared, factory lead time is late December 2026.

Sourcewell Quotes are valid for 30 days, and can be refreshed as requested.

Deere Sourcewell Contract #011723-JDC
Inyo County’s Sourcewell Member ID # 4507.

WARRANTY: Standard warranty is 12 months, full machine with unlimited hours. Additional warranty may be purchased any time prior to the standard warranty expiration and is available by level of coverage, hours and years.
This 624P is offered with a 60 month/2500 Powertrain & Hydraulic Extended Warranty

DISCOUNT: The Sourcewell Discount applied is 38% to the Manufacturer's published list price of the John Deere 624P

Freight, Delivery, and Pre- Delivery inspection are exempt from the Sourcewell discount. These items are included in the quotation to provide a full turnkey package delivered to Independence, Ca.

JD Link (online machine monitoring) is provided at no cost and includes a lifetime subscription. Please let us know if we can answer any questions.

JC MARTINEZ
Coastline Equipment Company
3540 N 5th Street
N Las Vegas, NV 89032
JC.Martinez@coastlineequipment.com

COASTLINE Equipment

JOHN DEERE

Prepared For

INYO COUNTY ROAD

PO BOX Q

INDEPENDENCE, CA 935260616

Prepared By

JC MARTINEZ

Coastline Equipment Company

3540 N 5th Street

N Las Vegas, NV 89032

JC.Martinez@coastlineequipment.com

Quote Id 2692089

Creation Date 21-Sep-2026

Expiration Date 30-Nov-2026

Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
624 P-Tier Wheel Loader	**$263,311.25**	**1**	**$263,311.25**
Extended Warranty			**$6,352.00**
624 P, GOVERNMENTAL, Scraper Use: No, Powertrain And Hydraulics, 5000 Total Hours or 60 Total Months, $0.00 Deductible. Date Quoted : 22-Sep-2026			
Equipment Total			**$269,663.25**

Quote Summary	
Total Selling Price	$269,663.25
Sales Tax - (7.75%)	$20,898.90
Sub-total	**$290,562.15**
Balance Due	**$290,562.15**

Salesperson : X _____ **Accepted By : X** _____

COASTLINE Equipment

JOHN DEERE

Selling Equipment

Quote # 2692089

Customer INYO COUNTY ROAD

624 P-Tier Wheel Loader

QTY In Group : 1

Hours - - -

Selling Price

Serial Number - - -

$269,663.25

Stock Number - - -

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty
6043DW	624 P-Tier Wheel Loader	1

Base / Options

Code	Description	Qty
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0612	Level 2 Trim	1
0656	Level 2 Performance	1
0951	Rear Camera (Primary Display)	1
1100	Less Detection System	1
1205	Basic Package Radio	1
1301	Left Side Steps	1
183N	JDLink™	1
1862	Level 2 Fleet Health	1
2201	Less Payload Scale w/ Cycle Counter	1
2261	8 IN (203mm) Touchscreen Display	1
2300	Less Secondary Display	1
4095	John Deere 6.8L - FT4/SV	1
6522	Standard Hitch w/ Pin & Rear Counterweight	1
7026	Joystick Controls	1
7054	Three Function Hydraulics	1
5120	Bridgestone VJT - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1

5552	Standard Front Fenders	1
7403	Hydraulic Coupler - JRB 416 Pattern	1
7827	3.50 YD (2.70 CM) Enhanced Performance	1
7458	Bolt-On Cutting Edge	1
7503	96 Inch (2438mm) Wide Fork Frame	1
7702	60 Inch (1524mm) Construction Tines	1
8295	Heated And Powered Exterior Mirrors	1
8500	Cold Weather Package	1
8501	Debris Package	1
8522	Guards - Bottom	1
8502	Maintenance and Service Package	1
8508	Auxiliary Equipment Package	1
Total Base / Options		

Value Added Services

Description	Qty
Extended Warranty	1
Total Value Added Services	
Selling Price Subtotal	
Total Selling Price	

JDLink™ Customer Account Contact Information

Congratulations! Your new John Deere equipment purchase comes equipped with JDLink™ at no additional cost or subscription fees. Standard on most new models, JDLink™ enables John Deere Connected Support™, provides valuable fleet insights such as machine location, hours, enabling geofencing and helps you utilize other productivity solutions.



JDLink™



Machine Monitoring



Expert Alerts



Remote Diagnostics

Coastline Equipment JDLink™ Support Team

Coastline Equipment's JDLink™ Support Team will contact you shortly after your purchase to assist with JDLink™ setup and ensure you're getting the most out of your purchase. Please provide contact information for an authorized staff member that has contract acceptance.

Customer Organization Name:

Customer First and Last Name:

Customer Mobile Phone Number:

Customer Email Address:

Scan to Contact the JDLink™ Support Team

Send Message to Coastline's JDLink™ Support Team

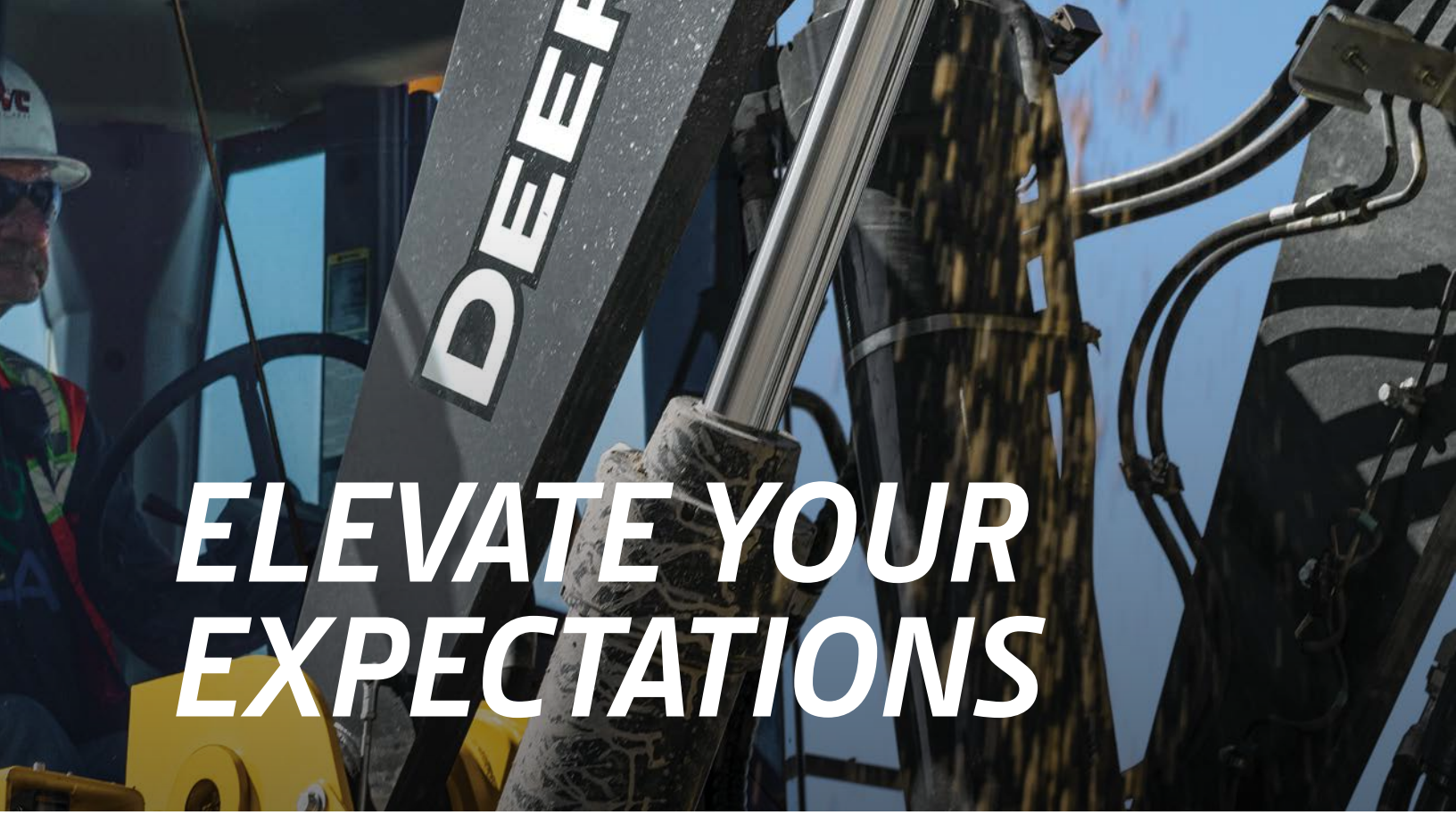
Save Coastline's JDLink™ Support Team Contact Information

624 P

Wheel Loader

JOHN DEERE





ELEVATE YOUR EXPECTATIONS

VISION AND DETECTION SYSTEM OFFERINGS

Active jobsites present many operational challenges, including multiple machines, crew members, and bystanders. John Deere precision construction solutions such as Advanced Vision System (AVS), Advanced Object Detection (AOD), and SmartDetect™ can help enhance operator awareness to confidently navigate busy work areas:



AVS ON THE G5 DISPLAY

- Optional **AVS** includes two additional digital cameras mounted on the left and right rearview mirror platforms that integrate with the digital rearview (backup) camera to project images on a single dedicated in-cab display.
- Paired with a high-resolution camera and a dedicated display, optional **AOD** system utilizes radar to provide in-cab operator-audible alerts when objects are detected behind the machine. AOD also adds dynamic path lines that articulate based on the loader's travel motion to the dedicated display to help operators visualize the machine's reverse path.
- Available as a factory install and also as an easily installed field kit for new and existing loaders, optional **SmartDetect** helps the operator distinguish between objects and people in the machine's reverse travel path. Combined with unique operator-audible alerts, the system issues visual cues highlighting detected objects on the dedicated display. An added external alarm alerts detected individuals in the loader's travel path. SmartDetect requires AVS, AOD, and a dedicated in-cab G5 display as well as software activation.
- Building on SmartDetect capabilities, optional **SmartDetect™ Digital** utilizes on-machine technologies to create an off-board solution for equipment owners, fleet managers, and safety professionals. Easily accessed through the user-friendly John Deere Operations Center™ mobile app, the system notifies supervisors of near-miss events with corresponding video. Weekly reports of digital usage and jobsite events within a heat-map summary are also available.

ABOVE AND BEYOND

MEET THE P-TIER WHEEL LOADERS

SMARTWEIGH™ PAYLOAD-WEIGHING SOLUTION IS DEERE DESIGNED & SUPPORTED

When your material-handling application needs a heavy-duty lift, add a P-Tier Wheel Loader to your lineup. Combining convenient front-end features with near-parallel lift, spacious operator stations including customizable ergonomic electrohydraulic (EH) controls, streamlined electrical and hydraulic routing, and innovative options, these versatile and productive mid-size models are designed to help you take your operation to the next level.

Prepare for productivity

Integrated with the John Deere Operations Center mobile app and desktop interface, in-cab displays of auto daily fluid checks, fluid loss sensing, battery monitoring, and auto active warmup give operators the fleet health info needed to get the machine and themselves ready for a productive workday.

Keep your cool

The next evolution of Quad-Cool™ enables the cooling system to be conveniently accessed and cleaned from ground level. All daily service points including fuel refill are conveniently grouped at ground level on the left side of the machine for easy access. Routing of electrical wire harnesses and hydraulic hoses has been streamlined.

At the forefront

Featuring bucket and linkage designs that improve load leveling, material retention, and visibility, P-Tier Loaders yield more productivity and performance than previous models. Enhanced-performance buckets with integrated spill guards, curved side cutters, and impressive rollback deliver elevated bucket-fill performance and material retention compared to earlier offerings.Optional John Deere high-strength steel buckets with extended lip are made to move up to 5% more material than previous designs.

Material matters

SmartWeigh option features dynamic weighing technology that allows operators to weigh without interrupting workflow and removes the need to lower and reraise the boom after tipoff. Shared through the onboard monitor, SmartWeigh is easy to calibrate and effortlessly integrates with the John Deere Operations Center so you can track and visualize payload data from almost anywhere. SmartWeigh is available as a factory-installed or field-kit option and also for a 250-machine-hour trial at a lower cost.

LED beacon option

Four optional LED beacons can be added to the cab of the loader to help make bystanders more aware of the machine.



624 P

WHEEL LOADER



VERSATILE BUCKET + LINKAGE DESIGNS



OVERACHIEVERS

ASPIRE TO GO HIGHER.

With handy front-end features and plenty of productivity-boosting enhancements over previous models, our 624 P-Tier Wheel Loader redefines expectations about the heights a utility loader can reach.

Take control

Operators can easily control up to six functions without letting go of the ergonomically designed joystick. Four industry-exclusive multifunction buttons can each be programmed to handle any of up to 12 functions selected through the monitor, including bucket vibrate and EH Precision mode.

Have a seat

Spacious and comfortable cab features extra legroom, an improved HVAC system, additional storage, and a more adjustable seat than earlier models.

Get carried away

Tool Carrier configuration enables a clear view of the coupler and forks, making it easier to quickly move pipes, logs, and pallets.

Pretty big plus

High-Lift Plus configuration provides an additional 24 inches of hinge-pin height over standard lift height and 12 inches over the High-Lift model. All three lift heights feature near-parallel lift.

Connected machines

John Deere construction equipment comes with in-base connectivity — free from subscriptions or annual renewals. Analyze critical machine data, track utilization, review diagnostic alerts, and more from **the John Deere Operations Center.** The Operations Center also enables John Deere Connected Support™ that proactively addresses machine issues before they arise. With your approval, your dealer or preferred service provider can also remotely monitor machine health, diagnose problems, and even update machine software without a trip to the jobsite.*

*Availability varies by region and product. Options not available in every country.

624

624 P-TIER WHEEL LOADER SPECIFICATIONS

P

Images and descriptions are for general information only. Some illustrations may depict product options or accessories NOT AVAILABLE in all regions or may require modifications to meet local regulations. Images of equipment models may be digitally or AI generated, are for illustration purposes only, and may not reflect actual products, features, options, or attachments. Equipment availability may be limited. Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and designs are subject to change without notice and, where applicable with the exception of bucket capacity, are in accordance with ISO standards. Unless otherwise noted, specifications are based on a unit with applicable linkage and standard equipment, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. For complete details, contact your John Deere dealer.

Engine	**624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS / TOOL CARRIER**		
Manufacturer and Model	John Deere PowerTech™ PVS 6068	Net Torque Rise	58% standard
Non-Road Emission Standard	EPA Final Tier 4/EU Stage V	Rated Speed	2,200 rpm
Cylinders	6	Fuel System (electronically controlled)	High-pressure common rail
Valves Per Cylinder	4	Lubrication	Full-flow spin-on filter and integral cooler
Displacement	6.8 L (414 cu. in.)		
Net Peak Power (ISO 9249)	143 kW (192 hp) at 1,600 rpm	Aspiration	Turbocharged, charge air cooled
Gross Peak Power (ISO 9249)	152 kW (203 hp) at 1,600 rpm	Air Cleaner	Under-hood, dual-element dry type, restriction indicator in cab monitor for service
Net Peak Torque (ISO 9249)	874 Nm (644 ft.-lb.) at 1,300 rpm		
Gross Peak Torque (ISO 9249)	923 Nm (681 ft.-lb.) at 1,500 rpm		

Cooling	
Fan Drive	Hydraulically driven, proportionally controlled, fan aft of coolers

Electrical	
Electrical System	24 volt with 145-amp alternator
Batteries (2 – 12 volt)	950 CCA (each)

Transmission System				
Type	Countershaft-type PowerShift™			
Torque Converter	Single stage, single phase			
Shift Control	Electronically modulated, adaptive, load and speed dependent			
Operator Interface	Steering-column or joystick-mounted F-N-R and gear-select lever; Quick-Shift button on hydraulic lever			
Shift Modes	Manual/auto (1st–D or 2nd–D); Quick-Shift button with 2 selectable modes: kick-down or kick-up/down; and 4 clutch cutoff settings			
Maximum Travel Speeds (with 20.5 R 25 tires)	*Standard 5-Speed Without Lockup Torque Converter*		*Optional 5-Speed With Lockup Torque Converter*	
	Forward	*Reverse*	*Forward*	*Reverse*
Range 1	6.3 km/h (3.9 mph)	6.7 km/h (4.1 mph)	7.0 km/h (4.3 mph)	6.6 km/h (4.1 mph)
Range 2	11.4 km/h (7.0 mph)	12.0 km/h (7.4 mph)	12.1 km/h (7.5 mph)	12.8 km/h (7.9 mph)
Range 3	17.5 km/h (10.8 mph)	28.7 km/h (17.8 mph)	18.7 km/h (11.6 mph)	30.7 km/h (19.0 mph)
Range 4	27.2 km/h (16.9 mph)	N/A	29.1 km/h (18.1 mph)	N/A
Range 5	40.0 km/h (24.8 mph)	N/A	40.0 km/h (24.8 mph)	N/A

Axles/Brakes	
Final Drives	Heavy-duty inboard-mounted planetary
Differentials	Hydraulic locking front with conventional rear — standard; dual locking front and rear — optional
Rear Axle Oscillation, Stop to Stop (with 20.5 R 25 tires)	24 deg. (12 deg. each direction)
Brakes (conform to ISO 3450)	
Service	Hydraulically actuated, spring-retracted, self-adjusting, inboard sun-shaft mounted, oil cooled, single disc
Parking	Automatic spring applied, hydraulically released, driveline mounted, oil-cooled, multi disc

Tires/Wheels *(see page 10 for complete tire adjustments)*		
	Tread Width	*Width Over Tires*
Bridgestone VJT 20.5R25 L3 1-Star	2053 mm (80.8 in.)	2580 mm (101.6 in.)

Serviceability			
Refill Capacities		**Refill Capacities** *(continued)*	
Fuel Tank (with lockable cap)	227 L (60 gal.)	Axle Oil (each)	
Cooling System	32.6 L (34.4 qt.)	Front	22 L (23 qt.)
Diesel Exhaust Fluid (DEF)	15.6 L (16.5 qt.)	Rear	17 L (18 qt.)
Engine Oil With Vertical Spin-On Filter	19.5 L (20.6 qt.)	Hydraulic Reservoir and Filter	90.5 L (23.9 gal.)
Transmission Reservoir With Vertical Filter	27 L (28.5 qt.)	Park Brake Oil (wet disc)	0.3 L (10 oz.)

Hydraulic System/Steering		
	Z-Bar / High-Lift / High-Lift Plus	*Tool Carrier*
Pump (loader and steering)	Variable-displacement, axial-piston pump; closed-center, pressure-compensating system	
Maximum Rated Flow at 6895 kPa (1,000 psi) and 2,200 rpm	208 L/m (55 gpm)	208 L/m (55 gpm)
System Relief Pressure (loader and steering)	27 370 kPa (3,970 psi)	24 994 kPa (3,625 psi)
Loader Controls	2-function valve, joystick control or fingertip controls, hydraulic-function enable/disable, optional 3rd- and 4th-function valve from factory, 5th and 6th functions available by field kit	
Steering (conforms to ISO 5010)	Steering-column-mounted, twist-grip shift lever; Quick-Shift button on hydraulic lever	
Type	Power, fully hydraulic	
Articulation Angle	80-deg. arc (40 deg. each direction)	
Turning Radius (measured to centerline of outside tire)	5.27 m (17 ft. 4 in.)	

624 P-TIER WHEEL LOADER SPECIFICATIONS

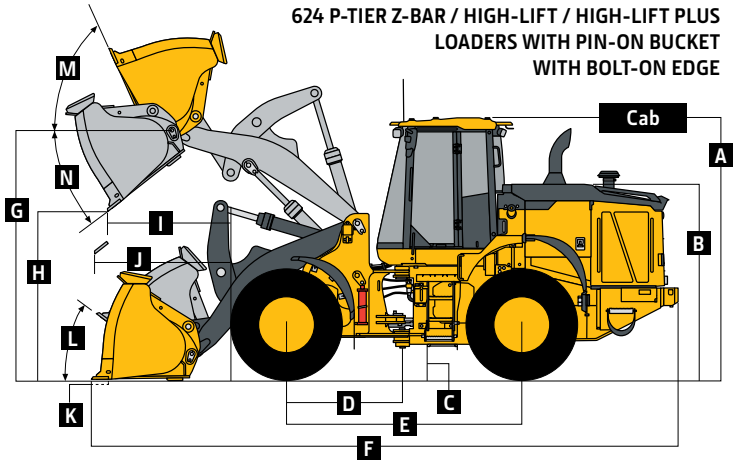
624

P

Images and descriptions are for general information only. Some illustrations may depict product options or accessories NOT AVAILABLE in all regions or may require modifications to meet local regulations. Images of equipment models may be digitally or AI generated, are for illustration purposes only, and may not reflect actual products, features, options, or attachments. Equipment availability may be limited. Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and designs are subject to change without notice and, where applicable with the exception of bucket capacity, are in accordance with ISO standards. Unless otherwise noted, specifications are based on a unit with applicable linkage and standard equipment, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. For complete details, contact your John Deere dealer.

Hydraulic System/Steering *(continued)*	**624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS / TOOL CARRIER**	
Hydraulic Cycle Times	*Z-Bar / High-Lift / High-Lift Plus*	*Tool Carrier*
Raise	5.7 sec.	5.6 sec.
Dump	2.2 sec.	2.5 sec.
Lower (power down)	4.1 sec.	4.1 sec.
Total	12.0 sec.	12.2 sec.
Bucket Capacity Range		
Bucket Type		
Pin-On	2.7–2.9 m^3 (3.5–3.75 cu. yd.)	
Coupler	1.9–4.0 m^3 (2.5–5.25 cu. yd.)	

624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS LOADERS WITH PIN-ON BUCKET WITH BOLT-ON EDGE



	Z-Bar	*Z-Bar*	*High-Lift*	*High-Lift*	*High-Lift Plus*	*High-Lift Plus*
Dimensions With Bucket With Bolt-On Edge *(illustration above right)*	*2.7-m^3 (3.5 cu. yd.) enhanced performance*	*2.9-m^3 (3.75 cu. yd.) enhanced performance*	*2.7-m^3 (3.5 cu. yd.) enhanced performance*	*2.9-m^3 (3.75 cu. yd.) enhanced performance*	*2.7-m^3 (3.5 cu. yd.) enhanced performance*	*2.9-m^3 (3.75 cu. yd.) enhanced performance*
A Height to Top of Cab	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)
B Hood Height	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)
C Ground Clearance	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)
D Length From Centerline to Front Axle	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)
E Wheelbase	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)
F Overall Length, Bucket on Ground	7.82 m (25 ft. 8 in.)	7.88 m (25 ft. 10 in.)	8.28 m (27 ft. 2 in.)	8.35 m (27 ft. 5 in.)	8.58 m (28 ft. 2 in.)	8.64 m (28 ft. 4 in.)
G Height to Hinge Pin, Fully Raised	3.96 m (13 ft. 0 in.)	3.96 m (13 ft. 0 in.)	4.32 m (14 ft. 2 in.)	4.32 m (14 ft. 2 in.)	4.57 m (15 ft. 0 in.)	4.57 m (15 ft. 0 in.)
H Dump Clearance, 45 deg., Full Height	2.81 m (9 ft. 2 in.)	2.76 m (9 ft. 1 in.)	3.17 m (10 ft. 5 in.)	3.13 m (10 ft. 3 in.)	3.42 m (11 ft. 3 in.)	3.38 m (11 ft. 1 in.)
I Reach, 45-deg. Dump, Full Height	1.12 m (3 ft. 8 in.)	1.16 m (3 ft. 10 in.)	1.26 m (4 ft. 1 in.)	1.30 m (4 ft. 3 in.)	1.27 m (4 ft. 2 in.)	1.31 m (4 ft. 4 in.)
J Reach, 45-deg. Dump, 2.13-m (7 ft. 0 in.) Clearance	1.62 m (5 ft. 4 in.)	1.63 m (5 ft. 4 in.)	2.01 m (6 ft. 7 in.)	2.03 m (6 ft. 8 in.)	2.23 m (7 ft. 4 in.)	2.25 m (7 ft. 5 in.)
K Maximum Digging Depth	0.10 m (4 in.)	0.11 m (4 in.)	0.20 m (8 in.)	0.21 m (8 in.)	0.20 m (8 in.)	0.20 m (8 in.)
L Maximum Rollback at Ground Level	44 deg.	44 deg.	48 deg.	48 deg.	49 deg.	49 deg.
M Maximum Rollback, Boom Fully Raised	60 deg.	60 deg.	60 deg.	60 deg.	60 deg.	60 deg.
N Maximum Bucket Dump Angle, Fully Raised	48 deg.	48 deg.	46 deg.	46 deg.	45 deg.	45 deg.
Loader Clearance Circle, Bucket Carry Position	12.05 m (39 ft. 6 in.)	12.07 m (39 ft. 7 in.)	12.34 m (40 ft. 6 in.)	12.36 m (41 ft. 7 in.)	12.74 m (41 ft. 10 in.)	12.78 m (41 ft. 11 in.)
Specifications With Bucket With Bolt-On Edge						
Capacity, Heaped	2.7 m^3 (3.5 cu. yd.)	2.9 m^3 (3.75 cu. yd.)	2.7 m^3 (3.5 cu. yd.)	2.9 m^3 (3.75 cu. yd.)	2.7 m^3 (3.5 cu. yd.)	2.9 m^3 (3.75 cu. yd.)
Capacity, Struck	2.2 m^3 (2.9 cu. yd.)	2.4 m^3 (3.1 cu. yd.)	2.2 m^3 (2.9 cu. yd.)	2.4 m^3 (3.1 cu. yd.)	2.2 m^3 (2.9 cu. yd.)	2.4 m^3 (3.1 cu. yd.)
Bucket Weight With Bolt-On Cutting Edge	1086 kg (2,394 lb.)	1119 kg (2,467 lb.)	1086 kg (2,394 lb.)	1119 kg (2,467 lb.)	1086 kg (2,394 lb.)	1119 kg (2,467 lb.)
Bucket Width	2.69 m (8 ft. 10 in.)	2.69 m (8 ft. 10 in.)	2.69 m (8 ft. 10 in.)	2.69 m (8 ft. 10 in.)	2.69 m (8 ft. 10 in.)	2.69 m (8 ft. 10 in.)
Breakout Force	14 373 kg (31,687 lb.)	13 707 kg (30,219 lb.)	14 207 kg (31,321 lb.)	13 548 kg (29,868 lb.)	14 278 kg (31,478 lb.)	13 616 kg (30,018 lb.)
Tipping Load, Straight, No Tire Deflection	13 143 kg (28,975 lb.)	13 031 kg (28,728 lb.)	11 131 kg (24,540 lb.)	11 041 kg (24,341 lb.)	10 318 kg (22,747 lb.)	10 236 kg (22,566 lb.)
Tipping Load, Straight, With Tire Deflection	12 390 kg (27,315 lb.)	12 279 kg (27,071 lb.)	10 572 kg (23,307 lb.)	10 482 kg (23,109 lb.)	9825 kg (21,660 lb.)	9738 kg (21,469 lb.)
Tipping Load, 40-deg. Full Turn, No Tire Deflection	11 392 kg (25,115 lb.)	11 290 kg (24,890 lb.)	9603 kg (21,171 lb.)	9520 kg (20,988 lb.)	8867 kg (19,548 lb.)	8791 kg (19,381 lb.)
Tipping Load, 40-deg. Full Turn, With Tire Deflection	10 398 kg (22,924 lb.)	10 296 kg (22,699 lb.)	8847 kg (19,504 lb.)	8763 kg (19,319 lb.)	8190 kg (18,056 lb.)	8115 kg (17,890 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, No Tire Deflection (conforms to ISO 14397-1)*	5696 kg (12,558 lb.)	5645 kg (12,445 lb.)	4802 kg (10,587 lb.)	4760 kg (10,494 lb.)	4434 kg (9,775 lb.)	4396 kg (9,692 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, With Tire Deflection (conforms to ISO 14397-1)*	5199 kg (11,462 lb.)	5148 kg (11,349 lb.)	4424 kg (9,753 lb.)	4382 kg (9,661 lb.)	4095 kg (9,028 lb.)	4058 kg (8,946 lb.)
Operating Weight	15 530 kg (34,238 lb.)	15 564 kg (34,313 lb.)	15 757 kg (34,738 lb.)	15 791 kg (34,813 lb.)	16 018 kg (35,314 lb.)	16 052 kg (35,389 lb.)

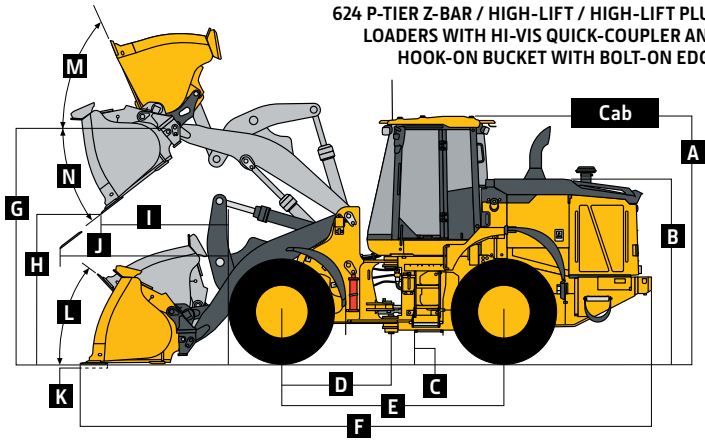
*Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PVS 6068 (EPA Final Tier 4/EU Stage V) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments, and assumes no tire deflection per the standard ISO 14397-1 section 5. / *Rated operating capacity based on Deere attachments only.*

624 P-TIER

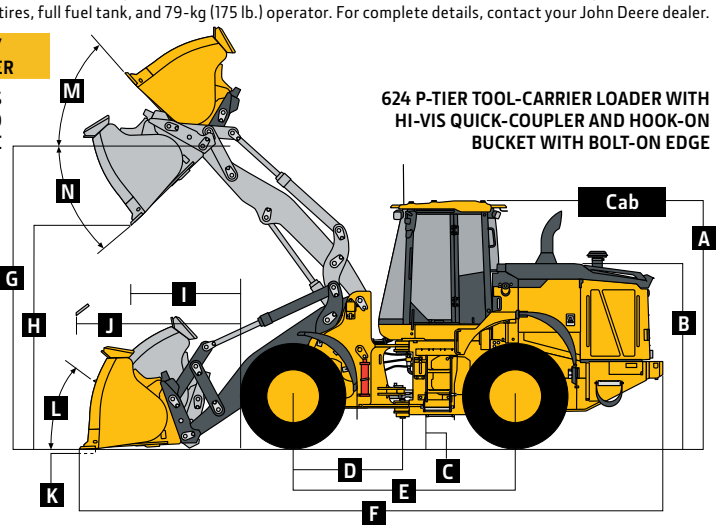
Images and descriptions are for general information only. Some illustrations may depict product options or accessories NOT AVAILABLE in all regions or may require modifications to meet local regulations. Images of equipment models may be digitally or AI generated, are for illustration purposes only, and may not reflect actual products, features, options, or attachments. Equipment availability may be limited. Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and designs are subject to change without notice and, where applicable with the exception of bucket capacity, are in accordance with ISO standards. Unless otherwise noted, specifications are based on a unit with applicable linkage and standard equipment, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. For complete details, contact your John Deere dealer.

Dimensions and Specifications With Hi-Vis Coupler and Hook-On Bucket With Bolt-On Edge — **624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS / TOOL CARRIER**

624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS LOADERS WITH HI-VIS QUICK-COUPLER AND HOOK-ON BUCKET WITH BOLT-ON EDGE



624 P-TIER TOOL-CARRIER LOADER WITH HI-VIS QUICK-COUPLER AND HOOK-ON BUCKET WITH BOLT-ON EDGE



Dimensions With Bucket With Bolt-On Edge *(illustrations above)*	*Z-Bar 2.7-m³ (3.5 cu. yd.) enhanced performance*	*Z-Bar 4.0-m³ (5.25 cu. yd.) light material*	*High-Lift 2.5-m³ (3.25 cu. yd.) enhanced performance*	*High-Lift 3.4-m³ (4.5 cu. yd.) light material*	*High-Lift Plus 2.3-m³ (3.0 cu. yd.) enhanced performance*	*High-Lift Plus 3.1-m³ (4.0 cu. yd.) light material*	*Tool Carrier 2.7-m³ (3.5 cu. yd.) enhanced performance*	*Tool Carrier 3.4-m³ (4.5 cu. yd.) light material*
A Height to Top of Cab	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)
B Hood Height	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)
C Ground Clearance	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)
D Length From Centerline to Front Axle	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)
E Wheelbase	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)
F Overall Length, Bucket on Ground	7.95 m (26 ft. 1 in.)	8.04 m (26 ft. 4 in.)	8.38 m (27 ft. 6 in.)	8.50 m (27 ft. 11 in.)	8.59 m (28 ft. 2 in.)	8.65 m (28 ft. 5 in.)	7.99 m (26 ft. 2 in.)	8.13 m (26 ft. 8 in.)
G Height to Hinge Pin, Fully Raised	3.96 m (13 ft. 0 in.)	3.96 m (13 ft. 0 in.)	4.32 m (14 ft. 2 in.)	4.32 m (14 ft. 2 in.)	4.57 m (15 ft. 0 in.)	4.57 m (15 ft. 0 in.)	4.00 m (13 ft. 1 in.)	4.00 m (13 ft. 1 in.)
H Dump Clearance, 45 deg., Full Height	2.72 m (8 ft. 11 in.)	2.67 m (8 ft. 9 in.)	3.11 m (10 ft. 2 in.)	3.03 m (9 ft. 11 in.)	3.45 m (11 ft. 4 in.)	3.37 m (11 ft. 1 in.)	2.74 m (9 ft. 0 in.)	2.64 m (8 ft. 8 in.)
I Reach, 45-deg. Dump, Full Height	1.22 m (4 ft. 0 in.)	1.28 m (4 ft. 2 in.)	1.33 m (4 ft. 4 in.)	1.42 m (4 ft. 8 in.)	1.24 m (4 ft. 1 in.)	1.34 m (4 ft. 5 in.)	1.39 m (4 ft. 7 in.)	1.51 m (4 ft. 11 in.)
J Reach, 45-deg. Dump, 2.13-m (7 ft. 0 in.) Clearance	1.66 m (5 ft. 5 in.)	1.70 m (5 ft. 7 in.)	2.05 m (6 ft. 9 in.)	2.10 m (6 ft. 11 in.)	2.24 m (7 ft. 4 in.)	2.28 m (7 ft. 6 in.)	1.83 m (6 ft. 0 in.)	1.89 m (6 ft. 2 in.)
K Maximum Digging Depth	0.10 m (4 in.)	0.11 m (4 in.)	0.20 m (8 in.)	0.21 m (8 in.)	0.19 m (7 in.)	0.19 m (7 in.)	0.13 m (5 in.)	0.13 m (5 in.)
L Maximum Rollback at Ground Level	44 deg.	44 deg.	48 deg.	48 deg.	49 deg.	49 deg.	52 deg.	52 deg.
M Maximum Rollback, Boom Fully Raised	60 deg.	60 deg.	60 deg.	60 deg.	60 deg.	60 deg.	57 deg.	57 deg.
N Maximum Bucket Dump Angle, Fully Raised	48 deg.	48 deg.	46 deg.	45 deg.	45 deg.	45 deg.	50 deg.	50 deg.
Loader Clearance Circle, Bucket Carry Position	12.09 m (39 ft. 8 in.)	12.44 m (40 ft. 10 in.)	12.53 m (41 ft. 1 in.)	12.76 m (41 ft. 10 in.)	12.77 m (41 ft. 11 in.)	12.98 m (42 ft. 7 in.)	12.24 m (40 ft. 2 in.)	12.5 m (41 ft. 0 in.)
Specifications With Bucket With Bolt-On Edge								
Capacity, Heaped	2.7 m³ (3.5 cu. yd.)	4.0 m³ (5.25 cu. yd.)	2.5 m³ (3.25 cu. yd.)	3.4 m³ (4.5 cu. yd.)	2.3 m³ (3.0 cu. yd.)	3.1 m³ (4.0 cu. yd.)	2.7 m³ (3.5 cu. yd.)	3.4 m³ (4.5 cu. yd.)
Capacity, Struck	2.17 m³ (2.8 cu. yd.)	3.46 m³ (4.53 cu. yd.)	2.1 m³ (2.7 cu. yd.)	2.9 m³ (3.8 cu. yd.)	1.9 m³ (2.4 cu. yd.)	2.6 m³ (3.4 cu. yd.)	1.9 m³ (2.4 cu. yd.)	2.9 m³ (3.8 cu. yd.)
Bucket Weight With Bolt-On Cutting Edge	999 kg (2,202 lb.)	1376 kg (3,034 lb.)	983 kg (2,167 lb.)	1294 kg (2,853 lb.)	945 kg (2,083 lb.)	1234 kg (2,721 lb.)	999 kg (2,202 lb.)	1294 kg (2,853 lb.)
Bucket Width	2.68 m (8 ft. 10 in.)	3.05 m (10 ft. 0 in.)	2.69 m (8 ft. 10 in.)	2.89 m (9 ft. 6 in.)	2.69 m (8 ft. 10 in.)	2.89 m (9 ft. 6 in.)	2.68 m (8 ft. 10 in.)	2.89 m (9 ft. 6 in.)
Breakout Force	12 956 kg (28,563 lb.)	11 982 kg (26,416 lb.)	13 158 kg (29,008 lb.)	11 882 kg (26,195 lb.)	14 054 kg (30,984 lb.)	13 176 kg (29,048 lb.)	11 032 kg (24,321 lb.)	10 289 kg (22,683 lb.)
Tipping Load, Straight, No Tire Deflection	12 318 kg (27,157 lb.)	11 930 kg (26,301 lb.)	10 480 kg (23,104 lb.)	10 080 kg (22,223 lb.)	9800 kg (21,605 lb.)	9482 kg (20,904 lb.)	11 751 kg (25,906 lb.)	11 454 kg (25,252 lb.)
Tipping Load, Straight, With Tire Deflection	11 595 kg (25,563 lb.)	11 166 kg (24,617 lb.)	9939 kg (21,912 lb.)	9516 kg (20,979 lb.)	9321 kg (20,549 lb.)	8979 kg (19,795 lb.)	11 046 kg (24,352 lb.)	10 767 kg (23,737 lb.)
Tipping Load, 40-deg. Full Turn, No Tire Deflection	10 626 kg (23,426 lb.)	10 232 kg (22,558 lb.)	8992 kg (19,824 lb.)	8590 kg (18,938 lb.)	8377 kg (18,468 lb.)	8052 kg (17,752 lb.)	10 981 kg (24,209 lb.)	9820 kg (21,649 lb.)
Tipping Load, 40-deg. Full Turn, With Tire Deflection	9666 kg (21,310 lb.)	9222 kg (20,331 lb.)	8256 kg (18,201 lb.)	7830 kg (17,262 lb.)	7722 kg (17,024 lb.)	7368 kg (16,244 lb.)	9228 kg (20,344 lb.)	8937 kg (19,703 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, No Tire Deflection (conforms to ISO 14397-1)*	5313 kg (11,713 lb.)	5116 kg (11,279 lb.)	4496 kg (9,912 lb.)	4295 kg (9,469 lb.)	4188 kg (9,233 lb.)	4026 kg (8,876 lb.)	5491 kg (12,106 lb.)	4910 kg (10,825 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, With Tire Deflection (conforms to ISO 14397-1)*	4833 kg (10,655 lb.)	4611 kg (10,166 lb.)	4128 kg (9,101 lb.)	3915 kg (8,631 lb.)	3861 kg (8,512 lb.)	3684 kg (8,122 lb.)	4614 kg (10,172 lb.)	4469 kg (9,852 lb.)
Operating Weight	15 968 kg (35,203 lb.)	16 397 kg (36,149 lb.)	16 162 kg (35,631 lb.)	16 563 kg (36,515 lb.)	16 386 kg (36,125 lb.)	16 743 kg (36,912 lb.)	15 785 kg (34,800 lb.)	16 074 kg (35,437 lb.)

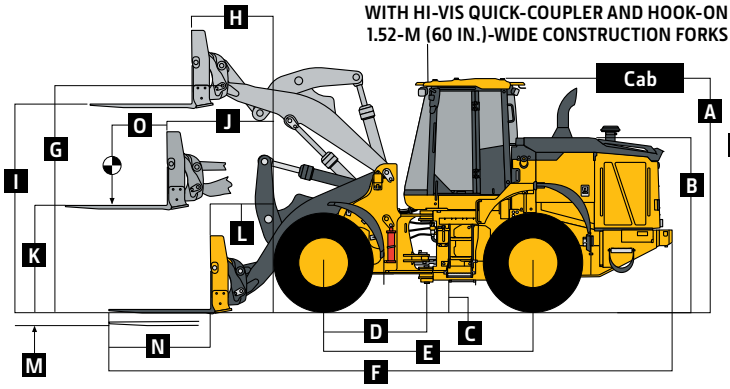
*Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PVS 6068 (EPA Final Tier 4/EU Stage V) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments, and assumes no tire deflection per the standard ISO 14397-1 section 5. / *Rated operating capacity based on Deere attachments only.*

Images and descriptions are for general information only. Some illustrations may depict product options or accessories NOT AVAILABLE in all regions or may require modifications to meet local regulations. Images of equipment models may be digitally or AI generated, are for illustration purposes only, and may not reflect actual products, features, options, or attachments. Equipment availability may be limited. Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and designs are subject to change without notice and, where applicable with the exception of bucket capacity, are in accordance with ISO standards. Unless otherwise noted, specifications are based on a unit with applicable linkage and standard equipment, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. For complete details, contact your John Deere dealer.

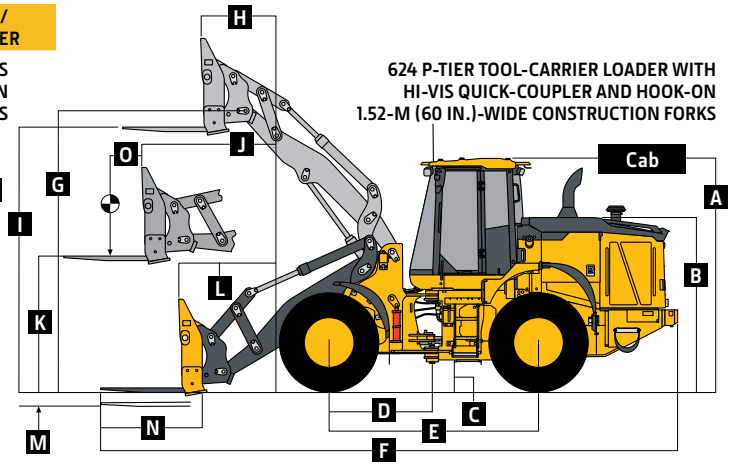
624 P-TIER

Dimensions and Specifications With Hi-Vis Coupler and Hook-On Construction Forks — **624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS / TOOL CARRIER**

624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS LOADERS WITH HI-VIS QUICK-COUPLER AND HOOK-ON 1.52-M (60 IN.)-WIDE CONSTRUCTION FORKS



624 P-TIER TOOL-CARRIER LOADER WITH HI-VIS QUICK-COUPLER AND HOOK-ON 1.52-M (60 IN.)-WIDE CONSTRUCTION FORKS



Dimensions With Forks *(illustrations above)*	*Z-Bar 1.52-m (60 in.) tine length*	*Z-Bar 1.83-m (72 in.) tine length*	*High-Lift 1.52-m (60 in.) tine length*	*High-Lift 1.83-m (72 in.) tine length*	*High-Lift Plus 1.52-m (60 in.) tine length*	*High-Lift Plus 1.83-m (72 in.) tine length*	*Tool Carrier 1.52-m (60 in.) tine length*	*Tool Carrier 1.83-m (72 in.) tine length*
A Height to Top of Cab	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)	3.39 m (11 ft. 1 in.)
B Hood Height	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)	2.52 m (8 ft. 3 in.)
C Ground Clearance	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)	437 mm (17.2 in.)
D Length From Centerline to Front Axle	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)	1.52 m (5 ft. 0 in.)
E Wheelbase	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)	3.09 m (10 ft. 1 in.)
F Overall Length, Forks on Ground	8.48 m (27 ft. 10 in.)	8.78 m (28 ft. 10 in.)	8.94 m (29 ft. 4 in.)	9.25 m (30 ft. 4 in.)	9.24 m (30 ft. 4 in.)	9.54 m (31 ft. 4 in.)	8.63 m (28 ft. 4 in.)	8.94 m (29 ft. 4 in.)
G Height to Hinge Pin, Fully Raised	3.96 m (13 ft. 0 in.)	3.96 m (13 ft. 0 in.)	4.32 m (14 ft. 2 in.)	4.32 m (14 ft. 2 in.)	4.57 m (15 ft. 0 in.)	4.57 m (15 ft. 0 in.)	4.00 m (13 ft. 1 in.)	4.00 m (13 ft. 1 in.)
H Reach, Fully Raised	0.81 m (32 in.)	0.81 m (32 in.)	0.95 m (3 ft. 1 in.)	0.95 m (3 ft. 1 in.)	0.96 m (3 ft. 2 in.)	0.96 m (3 ft. 2 in.)	1.05 m (3 ft. 5 in.)	1.05 m (3 ft. 5 in.)
I Fork Height, Fully Raised	3.64 m (11 ft. 11 in.)	3.64 m (11 ft. 11 in.)	4.00 m (13 ft. 2 in.)	4.00 m (13 ft. 2 in.)	4.25 m (13 ft. 11 in.)	4.25 m (13 ft. 11 in.)	3.72 m (12 ft. 2 in.)	3.72 m (12 ft. 2 in.)
J Maximum Reach, Fork Level	1.62 m (5 ft. 4 in.)	1.62 m (5 ft. 4 in.)	1.98 m (6 ft. 6 in.)	1.98 m (6 ft. 6 in.)	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)	1.80 m (5 ft. 11 in.)	1.80 m (5 ft. 11 in.)
K Fork Height, Maximum Reach	1.69 m (5 ft. 7 in.)	1.69 m (5 ft. 7 in.)	1.69 m (5 ft. 7 in.)	1.69 m (5 ft. 7 in.)	1.69 m (5 ft. 7 in.)	1.69 m (5 ft. 7 in.)	1.80 m (5 ft. 11 in.)	1.80 m (5 ft. 11 in.)
L Reach, Ground Level	1.06 m (3 ft. 6 in.)	1.06 m (3 ft. 6 in.)	1.49 m (4 ft. 11 in.)	1.49 m (4 ft. 11 in.)	1.73 m (5 ft. 8 in.)	1.73 m (5 ft. 8 in.)	1.21 m (4 ft. 0 in.)	1.21 m (4 ft. 0 in.)
M Depth Below Ground	77 mm (3 in.)	77 mm (3 in.)	181 mm (7 in.)	181 mm (7 in.)	173 mm (7 in.)	173 mm (7 in.)	170 mm (7 in.)	170 mm (7 in.)
N Tine Length	1.52 m (60 in.)	1.83 m (72 in.)	1.52 m (60 in.)	1.83 m (72 in.)	1.52 m (60 in.)	1.83 m (72 in.)	1.52 m (60 in.)	1.83 m (72 in.)
O Load Position, 50% Tine Length	0.76 m (30 in.)	0.91 m (3 ft. 0 in.)	0.76 m (30 in.)	0.91 m (3 ft. 0 in.)	0.76 m (30 in.)	0.91 m (3 ft. 0 in.)	0.76 m (30 in.)	0.91 m (3 ft. 0 in.)
Specifications With Forks								
Tipping Load, Straight, No Tire Deflection	8759 kg (19,310 lb.)	8282 kg (18,259 lb.)	7704 kg (16,984 lb.)	7312 kg (16,120 lb.)	7272 kg (16,032 lb.)	6914 kg (15,243 lb.)	8735 kg (19,257 lb.)	8279 kg (18,252 lb.)
Tipping Load, Straight, With Tire Deflection	8511 kg (18,764 lb.)	8055 kg (17,758 lb.)	7491 kg (16,515 lb.)	7113 kg (15,681 lb.)	7083 kg (15,615 lb.)	6738 kg (14,855 lb.)	8211 kg (18,102 lb.)	7782 kg (17,156 lb.)
Tipping Load, 40-deg. Full Turn, No Tire Deflection	7553 kg (16,651 lb.)	7132 kg (15,723 lb.)	6605 kg (14,562 lb.)	6259 kg (13,799 lb.)	6206 kg (13,682 lb.)	5891 kg (12,987 lb.)	7655 kg (16,876 lb.)	7249 kg (15,981 lb.)
Tipping Load, 40-deg. Full Turn, With Tire Deflection	7209 kg (15,893 lb.)	6813 kg (15,020 lb.)	6312 kg (13,916 lb.)	5982 kg (13,188 lb.)	5931 kg (13,076 lb.)	5631 kg (12,414 lb.)	6966 kg (15,357 lb.)	6597 kg (14,544 lb.)
Rated Operating Load, 50% Full-Turn Tipping Load, With Tire Deflection (conforms to ISO 14397-1 and SAE J1197)*	3605 kg (7,948 lb.)	3407 kg (7,511 lb.)	3156 kg (6,958 lb.)	2991 kg (6,594 lb.)	2966 kg (6,539 lb.)	2816 kg (6,208 lb.)	3483 kg (7,679 lb.)	3299 kg (7,273 lb.)
Rated Operating Load, Rough Terrain, 60% Full-Turn Tipping Load, With Tire Deflection (conforms to EN474-3)*	4325 kg (9,535 lb.)	4088 kg (9,012 lb.)	3787 kg (8,349 lb.)	3589 kg (7,912 lb.)	3559 kg (7,846 lb.)	3379 kg (7,449 lb.)	4180 kg (9,215 lb.)	3958 kg (8,726 lb.)
Rated Operating Load, Firm and Level Ground, 80% Full-Turn Tipping Load, With Tire Deflection (conforms to EN474-3)*	5767 kg (12,714 lb.)	5450 kg (12,015 lb.)	5050 kg (11,133 lb.)	4786 kg (10,551 lb.)	4745 kg (10,461 lb.)	4505 kg (9,932 lb.)	5573 kg (12,286 lb.)	5278 kg (11,636 lb.)
Operating Weight	15 880 kg (35,009 lb.)	15 940 kg (35,142 lb.)	16 107 kg (35,510 lb.)	16 167 kg (35,642 lb.)	16 368 kg (36,085 lb.)	16 429 kg (36,220 lb.)	15 667 kg (34,540 lb.)	15 753 kg (34,729 lb.)

Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PVS 6068 (EPA Final Tier 4/EU Stage V) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments, and assumes no tire deflection per the standard ISO 14397-1 section 5.

**Rated operating capacity based on Deere attachments only.*

624 P-TIER

Images and descriptions are for general information only. Some illustrations may depict product options or accessories NOT AVAILABLE in all regions or may require modifications to meet local regulations. Images of equipment models may be digitally or AI generated, are for illustration purposes only, and may not reflect actual products, features, options, or attachments. Equipment availability may be limited. Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and designs are subject to change without notice and, where applicable with the exception of bucket capacity, are in accordance with ISO standards. Unless otherwise noted, specifications are based on a unit with applicable linkage and standard equipment, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. For complete details, contact your John Deere dealer.

Adjustments to Operating Weights and Tipping Loads With Buckets — 624 P-TIER Z-BAR / HIGH-LIFT / HIGH-LIFT PLUS / TOOL CARRIER

Adjustments to operating weights, tipping loads, and tires are based on Z-Bar machine with pin-on 2.7-m³ (3.5 cu. yd.) enhanced-performance bucket with bolt-on cutting edge, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator*

Add (+) or deduct (–) kg (lb.) as indicated for loaders with 3-piece rims	*Operating Weight*	*Tipping Load, Straight*	*Tipping Load, 40-deg. Full Turn*	*Tread Width*	*Width Over Tires*	*Vertical Height*
Bridgestone 20.5 R 25, 1-Star L-3 VJT	0 kg (0 lb.)	0 kg (0 lb.)	0 kg (0 lb.)	0 mm (0 in.)	0 mm (0 in.)	0 mm (0 in.)
Firestone 20.5-25, 16 PR L-2 SGG	–277 kg (–611 lb.)	–199 kg (–439 lb.)	–175 kg (–386 lb.)	+0 mm (+0 in.)	+7 mm (+0.3 in.)	–64 mm (–2.5 in.)
Continental 20.5 R 25, 1-Star L-3 EM-Master	+131 kg (+289 lb.)	+94 kg (+207 lb.)	+82 kg (+181 lb.)	+0 mm (+0 in.)	+2 mm (+0.1 in.)	–19 mm (–0.7 in.)
$CaCl_2$ in 20.5-25, L-3 Rear Tires, 75% Fill	+825 kg (+1,820 lb.)	+1193 kg (+2,631 lb.)	+1051 kg (+2,318 lb.)	N/A	N/A	N/A

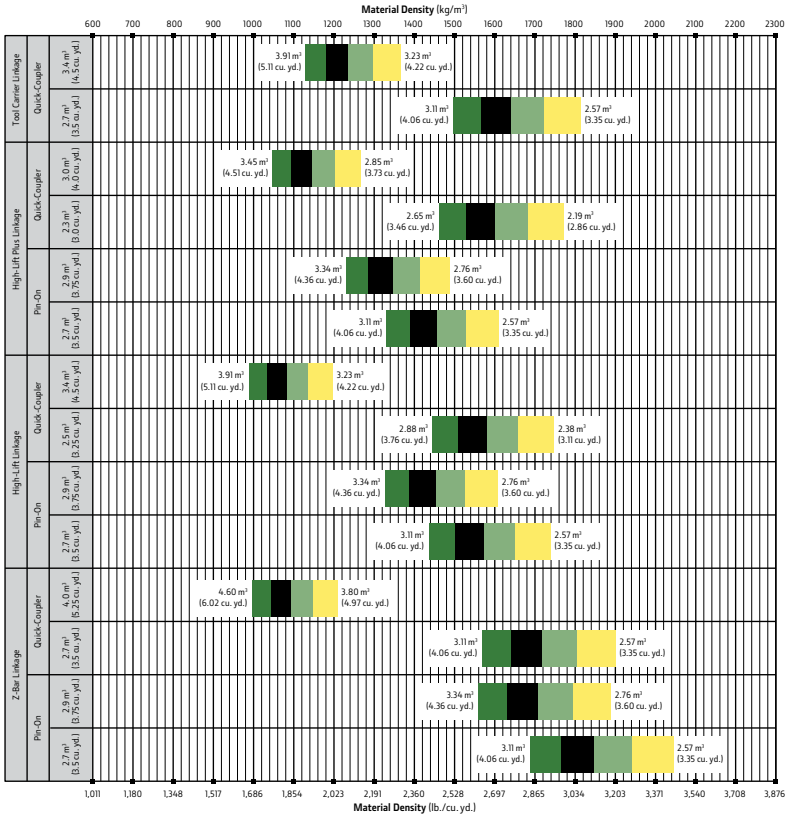
**May change based on vehicle configuration, weight, or tire-pressure adjustments.*

Bucket Selection Guides

LOOSE MATERIALS	kg/m³	lb./cu. yd.	LOOSE MATERIALS	kg/m³	lb./cu. yd.
Chips, pulpwood	288	486	Limestone, coarse, sized	1570	2,646
Cinders (coal, ashes, clinkers)	673	1,134	Limestone, mixed sizes	1682	2,835
Clay and gravel, dry	1602	2,700	Limestone, pulverized or crushed	1362	2,295
Clay, compact, solid	1746	2,943	Sand, damp	2083	3,510
Clay, dry in lump loose	1009	1,701	Sand, dry	1762	2,970
Clay, excavated in water	1282	2,160	Sand, voids, full of water	2083	3,510
Coal, anthracite, broken, loose	865	1,458	Sandstone, quarried	1314	2,214
Coal, bituminous, moderately wet	801	1,350	Shale, broken crushed	1362	2,295
Earth, common loam, dry	1218	2,052	Slag, furnace granulated	1955	3,294
Earth, mud, packed	1843	3,105	Stone or gravel, 37.5 to 87.5-mm (1.5 to 3.5 in.) size	1442	2,430
Granite, broken	1538	2,592	Stone or gravel, 18.75-mm (0.75 in.) size	1602	2,700
Gypsum	2275	3,834			

Bucket Fill Factors

115% 110% 105% 100% 95%



Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

624 P-TIER	Engine
●	Wet-sleeve cylinder liners
●	Programmable auto-idle and auto shutdown
●	Selected idle adjustment from 900–1,250 rpm
●	Starter excessive-cranking protection
●	Automatic engine cool-down timer
●	Automatic derating for exceeded system temperatures
●	Serpentine drive belt for automatic tensioner
●	Electrical fuel-priming pump
●	Dual-stage fuel filter and water separator
●	500-hour vertical spin-on oil filter
▲	Engine-compartment light
▲	Chrome exhaust stack
●	Automatic glow plugs for cold start
▲	Engine-block heater (recommended for cold starts below –23 deg. C [–10 deg. F])
▲	Centrifugal engine air pre-cleaner
▲	Throttle lock

624 P-TIER	Powertrain
●	Clutch cutoff with 4 operator settings: Automatic, level ground, small slope, or steep slope
●	Programmable maximum high gear
●	Clutch calibration engaged from monitor
●	2,000-hour vertical spin-on transmission filter
●	Transmission fill tube and sight gauge
●	Transmission diagnostic ports
●	5-speed transmission without lockup torque converter
▲	5-speed transmission with lockup torque converter
●	Front locking differential
▲	Rear locking differential
●	Brake retractors and adjusters
▲	Automatic differential lock
●	Axle oil temperature sensing
▲	Wheel-spin control

624 P-TIER	Quad-Cool™ Cooling System
●	Heavy-duty, trash-resistant radiator and high-ambient cooling package
●	2-side access to all coolers
●	Isolated from engine compartment
●	Engine radiator
●	Engine oil cooler
●	Hydraulic oil cooler (oil to air)
●	Transmission oil cooler (oil to air)
●	Charge air cooler (air to air)
●	Fuel cooler
●	Coolant recovery tank
●	Antifreeze, –37 deg. C (–34 deg. F)
●	Cool-on-demand, hydraulically driven, swing-out fan
●	Enclosed fan safety guard
▲	Automatic reversing fan drive
●	Axle and service-brake coolers

Additional equipment *(cont.)*

Key: ● Standard ▲ Optional or special
See your John Deere dealer for further information.

624 P-TIER	Hydraulics
●	Electrohydraulic (EH) controls with soft stops and adjustable settings
●	In-cab adjustable automatic return-to-dig bucket positioner
●	In-cab adjustable automatic boom-height kickout/ return to carry
●	Reservoir with sight gauge and fill strainer
●	Hydraulic diagnostic ports
●	4,000-hour in-tank filter
●	2 function — joystick with F-N-R
▲	2 function — 2-lever fingertip controls and steering column F-N-R
▲	3 function — joystick with F-N-R and integrated 3rd-function roller
▲	3 function — 3-lever fingertip controls and steering column F-N-R
▲	4 function — joystick with F-N-R and integrated 3rd/4th-function rollers
●	Programmable multifunction buttons (2)
●	Adjustable and continuous hydraulic-flow settings
●	Programmable attachment settings
▲	Ride control, automatic with monitor-adjustable speed settings
▲	Hydraulic control system for quick-coupler locking pins
▲	Hydrau™ XR cold-temperature hydraulic fluid recommended below –25 deg. C (–13 deg. F)
	Steering Systems
●	Conventional steering wheel with spinner knob
▲	Secondary steering
	Electrical
●	Solid-state electrical power-distribution system
●	Lockable master electrical-disconnect switch
●	Battery-terminal safety covers
●	By-pass start safety cover at starter
●	Remote jump-start access in battery box
●	Pre-wired for beacon/strobe light
●	Lights: Halogen driving lights with guards (2) / Front (4), rear cab (2), and rear grille (2) work lights / LED front turn signals and flashers / LED stop- and taillights
▲	Premium LED light package (all exterior lights are heavy-duty LED)
●	Programmable courtesy lights
●	Horn, electric
●	Reverse warning alarm
●	Multifunction/multi-language 178-mm (7 in.) LCD color monitor includes: Digital instruments — Analog display (hydraulic oil temperature, engine coolant temperature, transmission oil temperature, and engine oil pressure) / Digital display (engine rpm, transmission gear/direction indicator, hour meter, fuel level, diesel exhaust fluid (DEF) level, speed-ometer, odometer, and average fuel consumption)
▲	Multifunction/multi-language 127-mm (5 in.) LCD color monitor includes: Digital instruments — Analog display (hydraulic oil temperature, engine coolant temperature, transmission oil temperature, and engine oil pressure) / Digital display (engine rpm, transmission gear/direction indicator, hour meter, fuel level, DEF level, speedometer, odometer, and average fuel consumption)

624 P-TIER	Electrical *(continued)*
▲	Integrated cycle counter with 5 categories
●	Indicator lights: Standard and selected options / Amber caution and red stop
●	Operator-warning messages
●	Built-in diagnostics: Diagnostic-code details / Sensor values / Calibrations / Individual circuit tester
▲	Electrical corrosion-prevention package
●	Standard AM/FM/Weather-Band (WB) radio with remote auxiliary port
▲	Premium AM/FM/WB radio with Bluetooth®, remote auxiliary port, and remote USB port (premium cab only)
●	24- to 12-volt, 8-amp converter and cab power ports (3)
▲	24- to 12-volt, 15- or 30-amp converter and cab power ports (3)
	Operator's Station
●	Standard cab with air conditioning/heater (ROPS/ FOPS Level 1, isolation mounted)
▲	Premium cab with air conditioning/heater (ROPS/ FOPS Level 1, isolation mounted)
▲	Automatic temperature control (premium cab only)
●	Rear window defrost vent
●	Keyless start with multiple security modes
●	Sealed-switch module with function indicators
●	Seat with backrest extension, deep foam, fabric cover, and adjustable air suspension
▲	Premium seat with high-wide back- and headrest extension, heated and ventilated, leather/fabric cover, and adjustable heavy-duty air suspension
●	Hydraulic controls integrated to seat
●	High-visibility, bright-orange seat belt, 76 mm (3 in.), with retractor
▲	4-point seat-belt harness
▲	Seat-belt indicator beacon light
●	Cup holder and cup/Thermos® holder with retaining strap
●	Lunch-box/cooler holder with tie-down brackets
●	Coat hook
●	LED dome and reading light
●	Rubber floor mat
●	Dual-tilt steering column
●	Operator's manual storage compartment
●	Outside (2) and inside (1) rearview mirrors
▲	Heated outside mirrors with convex lens
▲	In-cab adjustable heated outside mirrors with convex lens (premium cab only)
●	Left-side operator-station access
●	Fall-arrest system anchor points tested to 2268 kg (5,000 lb.) on front of cab
●	Slip-resistant steps and ergonomic handholds
●	Pull-down front sun visor
●	Front and rear intermittent windshield wipers and washers
▲	Powered cab air pre-cleaner
▲	Beacon bracket only
▲	Beacon bracket with strobe beacon
●	Rearview camera
▲	Rearview camera with radar object-detection system

624 P-TIER	Operator's Station *(continued)*
▲	Dedicated 178-mm (7 in.) rear camera display
▲	Advanced Object Detection
▲	Advanced Vision System
●	Payload scale ready
▲	SmartWeigh™ ready + trial
▲	SmartWeigh
▲	SmartDetect™
▲	SmartDetect™ Digital
▲	Fire extinguisher
	Loader Linkage
●	Z-Bar loader linkage (parallel lift)
▲	High-Lift Z-Bar loader linkage (parallel lift)
▲	High-Lift Plus Z-Bar loader linkage (parallel lift)
▲	Tool Carrier linkage for visibility (parallel lift)
	Buckets and Attachments
▲	Full line of Deere pin-on buckets, coupler buckets, and forks
▲	John Deere hydraulic coupler that accepts JRB-pattern attachments
▲	Hi-Vis hydraulic coupler that accepts Euro-pattern attachments (ISO)
	Overall Vehicle
●	JDLink™ wireless communication system (available in specific countries; see your dealer for details)
●	NeverGrease™ rear-axle oscillation
●	Front and rear tie-downs
●	Rear cast bumper/counterweight with rear hitch and locking pin
●	Articulation locking bar
●	Loader boom service locking bar
●	40-deg. steering articulation to each side with rubber-cushion stops on frame
●	Vandal protection with lockable engine enclo-sures, right counterweight storage, and filler access for radiator/fuel/DEF/hydraulic trans-mission
●	Left-side service steps and handholds
▲	Right-side service steps and handrails
▲	Left-side close-mounted steps
●	Storage compartment
●	Fuel-tank fill strainer
●	Heavy-duty fuel-tank guard
●	Ground-level fuel and DEF fill
●	Same-side ground-level daily servicing
●	20.5R25 tires on 3-piece rims
▲	Ag material-handling package
▲	Waste handler (Z-Bar and High-Lift)
▲	Environmental drains and sample ports for engine, transmission, hydraulic oils, and engine coolant
●	Fenders, front narrow
▲	Fenders, front full width
▲	Fenders, front and rear full width
▲	Fenders, front and rear full width with mud flaps
▲	Less wheels and tires with axle stops
▲	Rims less tires
▲	Transmission side-frame and bottom guards
▲	Special guarding for waste applications
▲	Lift eyes
▲	License-plate bracket and light

Images and descriptions are for general information only. Some illustrations may depict product options or accessories NOT AVAILABLE in all regions or may require modifications to meet local regulations. Images of equipment models may be digitally or AI generated, are for illustration purposes only, and may not reflect actual products, features, options, or attachments. Equipment availability may be limited. Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and designs are subject to change without notice and, where applicable with the exception of bucket capacity, are in accordance with ISO standards. Unless otherwise noted, specifications are based on a unit with applicable linkage and standard equipment, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. For complete details, contact your John Deere dealer.



MW624PBU (26-09)

JOHN DEERE

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-682

Federal Advocacy Update from The Ferguson Group

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

Receive a presentation and update from Jeremiah Van Auken of The Ferguson Group regarding federal legislative and regulatory issues relevant to Inyo County, including the County's Fiscal Year 2027 Congressional Directed Spending (earmark) requests, federal advocacy efforts undertaken on behalf of the County, and anticipated federal priorities and opportunities for the upcoming year.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County contracts with The Ferguson Group (TFG), a nationally recognized federal advocacy firm. Through this partnership, the County receives assistance identifying funding opportunities, advancing legislative priorities, and engaging with federal decision-makers on matters affecting the County and its residents.

Jeremiah Van Auken of The Ferguson Group will provide the Board with an update on legislative and regulatory issues relevant to Inyo County. The presentation will include a review of the County's Fiscal Year 2027 Congressional Directed Spending (earmark) requests and other federal funding opportunities currently being pursued on behalf of the County.

The update will also summarize advocacy activities undertaken during the past year by County staff and The Ferguson Group in support of Inyo County's priorities, including engagement with Congressional offices, federal agencies, and partner organizations. These efforts help position the County to compete for federal resources and ensure that local concerns are represented in federal policymaking discussions.

Additionally, Mr. Van Auken will provide an overview of anticipated federal legislative and political developments for the coming year, including changes in Congressional priorities, budget and appropriations considerations, potential impacts of federal policy decisions on local governments, and emerging funding opportunities. The presentation will also serve as an opportunity to discuss updates to the County's federal legislative platform and advocacy priorities for the upcoming year.

FISCAL IMPACT:

There are no fiscal impacts associated with this update.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to receive the update. This alternative is not recommended, as The Ferguson Group serves as Inyo County's contracted federal advocacy consultant and provides valuable information regarding federal funding opportunities, legislative developments, regulatory issues, and advocacy strategies that may affect County operations and priorities.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I High-Quality County Government Services
High-Quality Services I Improved Access to Government

APPROVALS:

Meaghan McCamman	Created/Initiated - 11/09/2026
Darcy Israel	Approved - 11/09/2026
Meaghan McCamman	Approved - 11/10/2026
Amy Shepherd	Approved - 11/10/2026
Keri Oney	Approved - 11/10/2026
John Vallejo	Approved - 11/10/2026
Denelle Carrington	Final Approval - 11/10/2026

ATTACHMENTS:

1. 2026 Federal Advocacy Update, Inyo County

THE FERGUSON GROUP

2026 Federal Advocacy Update

Inyo County, California

Inyo County Board of Supervisors · November 17, 2026

Jeremiah Van Auken, The Ferguson Group



TFG's Role for the County

ADVOCACY

Congress and the federal agencies

Federal advocacy before Congress and federal agencies on the County's behalf.

2026 WORK

Main areas

- Appropriations
- Federal lands and PILT
- Rural health
- Wildfire and water
- Transportation

SUPPORT

Working with County staff

Regular check-ins with County staff, plus alerts and memos on federal actions affecting the County.

2026 at a Glance

$700K

House FY2027 earmark for the Lone Pine Water System, sponsored by Congressman Kiley.

$2.49M

FY2027 County requests submitted by Senators Padilla and Schiff.

FEMA

New equipment reimbursement rates based on California's actual costs, an issue Supervisors raised in Washington in February.

2 trips

Washington advocacy in February and April, with 16 congressional and agency meetings.

Washington Advocacy

FEBRUARY 19 TO 24

NACo Legislative Conference

Five Supervisors met with:

- Interior and the Bureau of Land Management
- The Forest Service and USDA
- Senate Energy and Natural Resources
- The homeland security committees
- The County's delegation

APRIL 23

With CSAC

Supervisor Griffiths met with Congressmen Kiley and McClintock and the offices of Senators Schiff and Padilla.

The focus:

- H.R. 1 compliance
- Southern Inyo Hospital
- Rio Tinto

Appropriations

FY2027 project	Amount	Status
Lone Pine Water System	$700,000 in the House bill; $1 million requested by Senator Padilla	Pairs with the USDA Rural Development loan and grant the County executed in September
Lone Pine Stormwater Management	$938,000	Pending in the Senate
Ingress-Egress Evacuation Route Assessment	$550,000	Not included in the Senate's FY 2027 Agriculture-Rural Development Bill.

WHERE IT STANDS

The government is funded by a continuing resolution through December 11. Awaiting release of 10 Senate bills.

FY2028 · BOARD ACTION

Requests are expected in early 2027. We ask the Board to confirm its project list in January.

Payments in Lieu of Taxes (PILT)

THE PROPOSAL	An Acreage Per Person bonus, developed with Supervisor Roeser: a graduated supplement for the counties with the highest federal acreage per resident. No county would receive less than it does today.
STATUS	Briefed staff of Senator Schiff and Senator Padilla, Congressman Kiley, Congressman McClintock, Western Caucus, and Senate Energy and Natural Resources staff. The calculator now reflects FY2026 allocations.
NEXT STEP	Resume the NACo commission effort in January and build support among other public land counties.

Rural Health

Southern Inyo Hospital is the only birthing center within a four-hour drive.

H.R. 1 adds Medicaid compliance work that the County lacks the staff and systems to absorb.

WHAT THE COUNTY HAS DONE

The County's H.R. 1 impact brief was carried to its delegation in April and shared with CSAC.

THE COUNTY'S ASKS

- Compliance relief
- A fairer and larger Rural Health Transformation Program that can cover operating costs

Wildfire, Water, and Emergency Management

FEMA RATES

Adopted July 10

FEMA adopted California-based equipment reimbursement rates.

FIRE SMART ACT

In the Senate WRDA bill

Would make fire suppression storage and lines eligible for drinking water funding. Supervisor Orrill supported it publicly at introduction. Its provisions are now in the Senate WRDA bill, under negotiation with the House.

EVACUATION PLANNING

Ingress-Egress request

Draws on lessons from Tropical Storm Hilary and the Silver Fire.

2026 Election Results and the 120th Congress

What changes for the County	Result
House representation for Inyo County	Congressman Tom McClintock
House control	Democratic Majority
Senate control	Democratic Majority

WHAT CHANGES FOR THE COUNTY

Seniority changes for Senators Padilla and Schiff

Control of each chamber

Potential committee placement for Appropriations, Environment and Public Works, Ways and Means, and Transportation and Infrastructure

Lame Duck and 2027 Outlook

BY DECEMBER 11

Lame-duck session

- FY2027 appropriations
- The final WRDA bill, including the FIRE SMART provisions

EARLY 2027

County priorities

- FY2028 earmark requests
- The Rio Tinto parcel list and legislation
- The PILT commission effort
- Adoption of the County's federal platform

120TH CONGRESS

Surface transportation

The bill likely carries into the new Congress. TFG will keep pressing for the MORE DOT Grants provisions and for consideration of counties with large amounts of public land.

Questions

Thank you for the opportunity to report to the Board.

CONTACT

Jeremiah Van Auken

Principal, The Ferguson Group

jvanauken@tfgnet.com

(202) 331-8500

The Ferguson Group, LLC
1901 Pennsylvania Avenue, N.W., Suite 700
Washington, D.C. 20006

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-679

Bonanza Peak Solar Project - Ordinances Approving Renewable Energy Development Agreement (REDA) 2026-01/Bonanza Peak Solar, LLC and REDA 2026-02/Bonanza Peak Solar II, LLC

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Cathreen Richards, Planning Director	Cathreen Richards, Planning Director

RECOMMENDED ACTION:

A) Receive a presentation from staff;
B) Conduct a public hearing on proposed ordinances titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Renewable Energy Development Agreement 2026-01 with Bonanza Peak Solar, LLC, the Mary Lee Wiley Living Trust, Section 20, LLC, and Mary Jane Christensen and Making Related Findings Under the California Environmental Quality Act," and "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Renewable Energy Development Agreement 2026-02 with Bonanza Peak Solar II, LLC, the Mary Lee Wiley Living Trust, Section 20, LLC, and Mary Jane Christensen and Making Related Findings Under the California Environmental Quality Act;"
C) Make findings as set forth in the ordinances that an addendum is the appropriate level of review for the project under the California Environmental Quality Act and certify the addendum;
D) Find that the project also meets the criteria set forth in CEQA Guidelines section 15183 and no additional review is required; and
E) Waive further reading of and enact said ordinances.

BACKGROUND / SUMMARY / JUSTIFICATION:

PROJECT OVERVIEW

Project Description

The proposed Ordinances (Attachments 1 and 2) are for two Renewable Energy Development Agreements (REDAs), each covering separate, but contiguous geographic regions of the Project property, to construct a 500 MW photovoltaic solar energy facility (the “Project”) (Attachments 3 and 4). The Project would be located on approximately 2,400 acres comprising 144 parcels of land which are privately owned by the Mary Lee Wiley Living Trust, Section 20, LLC, and Mary Jane Christensen, individually, within the Charleston View Solar Energy Development Area, or SEDA, in the community of Charleston View, Inyo County. The Project would be subject to two separate power purchase agreements (each a PPA) and therefore, two separate REDAs, one for each region/PPA area, are proposed. Environmental review pursuant to CEQA assesses the whole of the Project and includes the impacts of both of the two geographic Project regions. The Project (as further described in the Plan of

Development or POD) (attached as Exhibit C to the REDAs) includes the following primary components in Inyo County:

- Main solar energy generation area, which includes 734,000 solar panels (number of panels subject to change with further design but will remain within the footprint of the developed area described in the Plan of Development (Attachment 5) and analyzed as part of the environmental review of the Project) (Site Plan Attachment 6).
- Power conversion systems including inverters and medium voltage transformers
- Medium voltage underground electrical collection system from the Power Conversion Stations (PCS) to the input of the main power transformers that will be located at the substation facility
- High voltage substation
- Gen-tie line*
- An Operation and maintenance (O&M) facility
- Power plant control and monitoring system and communications network
- Site security and fencing
- Access and interior access roads
- Stormwater/sediment retention areas**

*An approximately 9-mile long 230 kilovolt (kV) generation tie-in line (gen-tie) will be constructed, of which approximately 0.4 miles would be located on private land adjacent to the Project in Inyo County, with the remaining 8.5-miles located on land managed by the Bureau of Land Management (BLM) in Nye and Clark Counties, Nevada. The gen-tie line would connect to the existing GridLiance West-owned 230/500kV Trout Canyon substation.

**Stormwater runoff and sediment generated within the solar development area will flow and be captured along the western edge of the development area through 21 stormwater/sediment retention basins collectively covering approximately 20 acres of land. This will contain sediment and allow for water percolation into the ground as required by the Stormwater Pollution Prevention Plan (SWPPP). Graded areas would be allowed to revegetate following the construction phase.

The Project site is located on land designated by the County's General Plan as a Solar Energy Development Area, or SEDA, more specifically, the Eastern Solar Energy Group – Charleston View SEDA. (Eight different SEDAs were designated as potential areas for solar energy development in the County's 2015 Renewable Energy General Plan Amendment (REGPA), which underwent extensive public review and comment as well as environmental review pursuant to the REGPA Program Environmental Impact Report (PEIR). The REGPA can be found at:
https://www.inyocounty.us/sites/default/files/2020-04/FinalREGPA33015.pdf

The PEIR can be found at:
https://www.inyocounty.us/services/planning-department/environmental-reviews)

In or around 2012, the County Board of Supervisors requested that planning staff prepare for renewable energy projects in the county. This was in response to an intensive push by the Federal Government and the State of California to develop renewable energy facilities. Also, during this time, the California Energy Commission had a permit application for a concentrating solar power (a.k.a. power tower) project in Charleston View (the application was ultimately withdrawn). The Board had the foresight to direct Inyo County staff to prepare for interest in renewable energy development in the county (given its prime solar energy development potential) - instead of just waiting for that development to happen with no parameters in place. The REGPA was prepared, analyzed and adopted over the next three years in order to limit both the amount and type of renewable energy development that may occur in the county and to reasonably regulate those projects which may be developed. This has prevented and will continue to prevent Inyo County from experiencing massive amounts of solar energy development like some neighboring counties - Bonanza Peak Solar is the first utility scale project in Inyo County.

The Charleston View SEDA can be characterized as undeveloped, vacant, open space with some disturbance from roads, abandoned vehicles, and miscellaneous junk piles. The northeast side of the SEDA borders the State of Nevada and most of the surrounding Charleston View area is undeveloped land with scattered residential development, with ad hoc RV living areas and miscellaneous storage/junk sites throughout.

The Project would have a 50-year Project lifetime commencing when building and grading permits are granted by the County, or six months following approval of the REDAs, whichever occurs first. Upon Project decommissioning, the Project site would be reclaimed in accordance with an approved decommissioning and reclamation plan.

Proposed Renewable Energy Development Agreements
The California Constitution, Government Code sections 65864 through 65869.5 and Title 20 of the Inyo County Code authorize the Board of Supervisors to enter into agreements with property owners/developers governing the use and development of property (development agreements or DAs). In general, DAs function as development approvals, often taking the place of a use permit or other type of land use approval. By utilizing a DA, the local jurisdiction may obtain public benefits that would not be available under traditional permitting systems, while exercising flexibility in accomplishing the goals set forth in the County General Plan. In exchange, DAs provide certainty to project applicants regarding the rules that will apply to their project by freezing (or "vesting") the development regulations that are in place at the time the project is approved. Accordingly, existing rules apply to the project (with exceptions for health and safety, taxes and similar matters) and there are no changes or surprises.

Section 21.08.100 of the Inyo County Code addresses the use of DAs in the context of renewable energy projects (called renewable energy development agreements or REDAs) and provides that REDAs are to be processed in the same manner as a development agreement under Title 20, except that the Board of Supervisors is the approval authority and county agency under CEQA, while the Planning Commission's role is limited to holding a public hearing at which input may be provided. The Planning Commission held a public hearing on the REDAs on September 23, 2026, and all public comments received at that hearing are included as an attachment to this staff report (Attachment 7).

As mentioned, two REDAs are proposed for Board approval, which are attached to this staff report (Attachments 3 and 4). The first REDA covers what is referred to as "Region I" of the Project, which encompasses approximately 80% of the land area utilized for the Project. The second REDA covers the remaining 20% of the land area to be developed with solar panels ("Region II"). The substation and O&M facilities are located within the Project footprint and will be shared amongst the two REDAs. Each proposed REDA includes various contractual terms (such as process and grounds for termination, amendment, indemnification, etc.) and five Exhibits. Exhibits A and B to each REDA describe and depict the geographic area covered, Exhibit C is the Plan of Development for the Project, Exhibit D sets forth the terms and conditions of approval, and Exhibit E lists the current development standards applicable to the Project.

The REDAs also include a provision that if they should be terminated or portions struck down by a court (other than Exhibits C and D), then Exhibits C and D would remain in effect and serve as a Renewable Energy Permit for the Project, provided that the applicant meets certain requirements, including continued implementation of the community contributions and benefits discussed below.

Community Contributions and Benefits
The following public and community benefits have been agreed upon by the applicant and would be required by the REDAs if approved by the Board:

A. Firehouse Construction and Equipment. Prior to approval of building or grading permits for Region I of the Project, the applicant would provide Inyo County with $2,000,000 to be used by the Southern Inyo Fire Protection District to construct a firehouse and purchase firefighting equipment. These funds would be held by Inyo County until such time as the Fire District is prepared to approve and move forward with firehouse development, and the County and the District enter into an agreement governing the disbursement of funds.

B. Charleston View Community Plan and Road Signage. Prior to approval of building or grading permits for Region II of the Project, the applicant would provide $500,000 to the County to fund a CEQA compliant Environmental Impact Report to finalize the Charleston View Community Plan and to provide local road signs. Any funds left over would be held by the County for the future maintenance costs of the

firehouse and fire equipment.

C. Payment of Property Taxes (or an in Lieu Fee). Existing State law provides a property tax exclusion for solar facilities. This exclusion sunsets on January 1, 2027. Accordingly, the Project's solar facilities would be subject to property taxes -- given its 2029 estimated completion date. However, should a similar exclusion from property taxes be enacted in the future, the applicant agrees to pay a fee in lieu of property taxes equal to the amount of property tax excluded.

D. Maximization of Sales and Use Tax. The applicant agrees to take steps to ensure that sales and use taxes associated with the Project are allocated to Inyo County to the maximum extent allowed by law.

Mitigation Parcels
The applicant will offset impacts to biological resources by permanently conserving two adjacent off-site mitigation areas known as Kingston View and Campito Peak totaling at least 2,400 acres and consistent with the mitigation requirements established by the PEIR and California Department of Fish and Wildlife and U.S. Fish and Wildlife Service during Project Permitting (Attachment 8 Kingston View and Campito Map). - The Bonanza Peak Energy Project Mitigation Summary can be found as Appendix V of the CEQA Addendum at: https://www.inyocounty.us/sites/default/files/2026-11/App%20V_Mitigation%20Summary.pdf. The required mitigation acreage was determined using agency-approved mitigation methodologies that considered habitat type, habitat quality, and species occurrence, resulting in a mitigation package sufficient to compensate for the approximately 2,400-acres of Project impacts and their preservation through deed restriction as a condition of project approval.

The Kingston View mitigation parcels (Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47) total approximately 1,859-acres. Kingston View contains high quality desert tortoise habitat and supports desert tortoise densities higher than the Project area, as well as documented live burrowing owls with abundant suitable burrows and prey. The site also contains waters of the State similar to those affected by the Project, habitat for LeConte's thrasher, native plant communities that support the special-status plant species present in the Project area, and connectivity to a large network of protected desert lands.

Because Kingston View only comprises 1,859-acres and the solar development area comprises approximately 2,400-acres, the applicant has identified an approximately 2,000-acre property immediately south of Kingston View called Campito Peak. The applicant plans to secure 600-acres at the Campito Peak property under an Option to Purchase Agreement. Biological surveys are underway to identify the approximately 600-acres of Campito Peak that would provide the greatest ecological value for the special-status species and aquatic resources being mitigated in conformance with the PEIR's biological mitigation measures and with USFWS and CDFW requirements. Habitat quality, contiguity, and regional connectivity are among the selection factors. Together with Kingston View, the selected acreage will form a contiguous block of conserved high-quality habitat that will mitigate for Project impacts consistent with the biological mitigation measures established by the PEIR prepared in conjunction with the County's REGPA.

Potential Alternative Uses on the Project Site and Mitigation Land
The approximately 2,400-acre solar development area is comprised of 144 parcels of land, and the Kingston View and Campito Peak mitigation areas will be comprised of approximately 2,400 acres (the "Mitigation Land"). All are zoned Open Space. Based on current County Zoning and State Housing Law, each of the 144 Project area parcels could have one single-family home and one accessory dwelling unit, for a total of two housing units on each parcel (i.e., 288 housing units). In addition, the Mitigation Land could be subdivided into up to 60 lots consistent with the 40-acre minimum parcel size in the Open Space Zone, which could support up to 120 additional housing units. As described below, such residential development would require significantly more water, result in greater ground disturbance and cause additional impacts beyond those resulting from the Project. By eliminating this development, the Project will preserve the water table (in perpetuity for the Mitigation Land and for 50 years on the Project site) and eliminate future water consumption in excess of the amount needed for Project construction, operations and decommissioning, which is significantly less than would be utilized for the potential

alternative uses of the property. This is discussed in more detail below.

Tribal Consultation
Tribal consultation pursuant to AB52 is not required for an Addendum. County staff did, however, send Tribal consultation invitations to the Tribes on its AB52 contact list and the Pahrump Valley Paiute Tribe in Pahrump Nevada. These Tribes included: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, Cabazon Band of Mission Indians, Torres Martinez Desert Cahuilla Indians, and Kern Valley Indian Community.

One Tribe, the Twenty-Nine Palms Band of Mission Indians, requested consultation. Staff made four attempts to schedule consultation with the Tribe, on January 21, February 7, March 31, and April 9, 2025; however, the Tribe did not respond to these follow-up efforts and consultation did not occur. No other Tribes responded to the County's outreach.

STAFF ANALYSIS
Findings
1. General Plan Consistency
In March of 2015 the County Board of Supervisors approved the REGPA that established General Plan Policies and land use designations for several types of onsite use or commercial sales and export use types, of renewable energy solar photovoltaic facilities. These include:

- Utility Scale Renewable Energy Solar Facility (more than 20 megawatts)

A renewable energy solar facility that produces more than 20 megawatts (MW) of electricity for off-site use, consumption and/or sale, including all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.

- Commercial Scale Renewable Energy Solar Facility (20 megawatts or less)

A renewable energy solar facility that produces 20 MW or less of electricity for off-site use, consumption and/or sale.

- Community Scale Renewable Energy Solar Facility (36 acres or less)

A renewable energy solar facility that uses renewable solar resources to generate energy for specific community's use and located near the community it serves.

- Small Scale Renewable Energy Solar Facility

A facility that uses renewable solar resources to generate energy for onsite use such as rooftop or ground mounted PV panels.

Policy LU-1.17 Utility Scale
The Bonanza Peak Solar Project proposal falls into the Utility Scale Renewable Energy Solar Facility category. It will generate 500 MW of electricity on approximately 2,400 acres. Potential social, economic, visual and environmental impacts from the project have been avoided, minimized, and mitigated to an acceptable level consistent with CEQA as described in the Addendum to the PEIR prepared for the County's REGPA, supporting documents to the Addendum, this staff report, and additional materials in the County's file, and as such is compliant with the County General Plan, which requires that all impacts be avoided, minimized, and mitigated to an acceptable level. A matrix showing the application of each of these mitigation measures to the Project is attached.

Other General Plan policies were developed for renewable solar energy projects in the REGPA and the Project is also consistent with these General Plan policies as follows:

• Policy GOV-2.3: Public Involvement: The County shall provide the opportunity for the public to engage in the planning process at the onset of any renewable energy solar facility project and for all other large or potentially controversial projects applied for in the County.
The County provided an opportunity for early public involvement by holding presentations regarding the proposed project on October 9, 2024, at St. Therese Mission Catholic Church in Charleston View.

Subsequent public meetings and presentations were held on December 3, 2024, November 4, 2025, and July 1, 2026. The presentations provided information about the proposed project and gave the public an opportunity to ask questions, provide comments, and discuss the project with County representatives.

• Policy GOV-2.4: The County shall require that renewable energy solar facility developers notify local residents and/or landowners by direct mailings or other appropriate means announcing projects at the time an application is submitted.
The applicant, Bonanza Peak Solar, conducted public outreach beginning in April 2024, when outreach letters introducing the proposed project were mailed directly to local residents and property owners. The applicant continued its outreach efforts throughout the project review process by participating in multiple public meetings and community outreach events. Additional outreach included presentations and discussions before the Inyo County Board of Supervisors on October 9, 2024, and December 3, 2024. Outreach continued in 2025, including a November 4 Board of Supervisors meeting in Tecopa and a November 4 community meeting in Charleston View held in coordination with the Southern Inyo Fire Protection District (SIFPD). In July 2026, Bonanza Peak Solar conducted an additional community outreach Open House in Charleston View to provide project information, answer questions, receive community input, and discuss issues of concern to local residents. A hearing to obtain additional public comment was held before the Inyo County Planning Commission on September 23, 2026, in Independence, CA. These outreach efforts provided the public, residents and property owners with multiple opportunities throughout the planning process to receive information regarding the proposed project, ask questions, and provide comments and documentation of these efforts can be found at: https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project.

Based on the outreach efforts by the County and the applicant, several changes to the project have been made. The applicant began with a proposal to include a Battery Energy Storage System (BESS) with the project. This would allow for excess energy produced during the day to be stored on site for discharge during peak demand and night times. During several of the first public outreach meetings, community members and the Southern Inyo Fire Protection District (SIFPD) had serious concerns and many comments about the dangers of having battery storage at the project site, because the batteries include concentrations of lithium. If they were to catch on fire, they would burn very hot and could not be put out. Based on these concerns and comments, the applicant eliminated the BESS from the project.

At later public outreach meetings, concerns about groundwater depletion in the area were discussed. Community members are very concerned about the initial amount of water that will be used during construction and its potential to impact their groundwater wells. During the approximately 18-months of construction, it is estimated that up to 1,094 acre-feet (AF) will be used, and up to 729 AF of water will be required for decommissioning at the end of the Project's 50-year life, as discussed further below. Once building is completed, about 0.014 AF of water will be used annually, resulting in a total of 0.68 AF of water use for the rest of the life of the project, approximately 48.5 years. In response to this concern, the applicant will provide a voluntary groundwater monitoring program (VGMP) during construction. This will allow the residents of the Charleston View community within a half-mile radius of a project well to have their wells monitored during project construction. Provisions for remedy if groundwater levels drop below pre-construction levels will also be included. The completion of this plan in detail is included as a condition of approval. The plan is not mitigation as required by CEQA but rather is provided as a service by the applicant, since the significance standard under CEQA is tied to sustainable management of the groundwater basin, as opposed to localized effects on neighboring wells. See the discussion below accompanying WR-3.7 for information related to sustainable management of the groundwater basin (Attachment 9, Hydrographic Basin Summary and Groundwater Management Plan).

• Policy LU-1.20: The County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group.

Transmission for the Bonanza Peak project will only convey the 500MW of electricity that will be generated by the project, consistent with the 500MW cap for the Eastern Solar Energy Group.

• Policy LU-1.21: The County does not support renewable energy solar development projects other than those that use PV technologies.
The Bonanza Peak project is a solar photovoltaic ("PV") electric generation facility.

• Policy ED-4.4: Offset the Cost to the County for Service Provision. Renewable energy solar facility development shall be required to provide the means to offset the costs to the County, including but not limited to, the cost of infrastructure improvements and County services, and lost economic development potential. Economic impacts from renewable energy solar facility development identified by the County shall be mitigated or offset.
Memos were sent out to the departments of: Agriculture, Road, Building and Safety, Environmental Health, Water, Health and Human Services, Information Services, Solid Waste, Public Works, Southern Inyo Fire Protection District (SIFPD) and Inyo County Sheriff requesting information regarding possible additional costs for county services resulting from the project. The Sheriff stated her office has limited resources in the Charleston View area and suggested that the applicant include a security plan as part of the Project, which is included as a condition of approval. In addition, the Auditor and Assessor noted the need to secure sales and use and property taxes from the Project to the maximum extent allowed by law. Provisions to ensure this were included in the REDAs as described above. No other additional costs were identified.

• Policy ED-4.5: Employ and Train Local Labor. The County shall encourage renewable energy solar facility developers to employ the local labor force during development and for long-term facility maintenance and provide educational and training opportunities, as practicable.
The applicant will ensure that the contractors they hire to construct the project announce job opportunities to the local community.

• Policy ED-4.6: Compensation to Local Communities. The County shall encourage renewable solar energy developers to provide compensation in the form of reduced rates for communities impacted by development.
Utility-Scale Solar electricity is generated by independent developers who sell it directly to major utilities through long-term power purchase agreements. This wholesale power is then transmitted across the grid to serve residential and commercial customers and cannot be sold directly or given directly to consumers. The applicant is satisfying this policy by providing $2,500,000 to the County to be used to construct a firehouse and purchase firefighting equipment, fund a CEQA compliant Environmental Impact Report to finalize the Charleston View Community Plan and pay for local road signs. Any funds left over will go into an account held by the County for maintenance of the firehouse and firefighting equipment. Additionally, generation of renewable solar power offsets conventional generation during the daylight hours to enable extension of super off peak and off peak rates into the higher demand periods of the day. By providing this level of compensation to the community of Charleston View the project is in substantial conformance with ED-4.6.

• Policy ED-4.7: Provide Transient Housing. The County shall encourage renewable solar energy developers to help provide transient housing during the construction of solar energy facilities to minimize impacts to tourist accommodations.
Most of the workforce for the Project will come from Pahrump and Las Vegas Nevada as well as from the local area. No transient worker housing will be required for the project as most of the workers will be from nearby and will commute into the project site from their homes or in housing provided by the construction contractor outside of Charleston View. The Project is conditioned upon no transient housing or camping being developed in the Project area without prior discretionary approval since the Project's housing needs are covered without it and due to lack of infrastructure in Charleston View to cover transient housing or camping options.

• Policy AG-1.3: Conversion of Agricultural Land. Discourage conversions of productive agricultural lands for urban development and encourage avoidance of the use of productive agricultural lands for renewable energy solar facility development.
No productive agricultural land will be affected by the Bonanza Peak project as there is currently no active agricultural use in the Project area.

• Policy CUL-1.6: Protect Cultural Resources. The County shall require renewable energy solar facility developers recognize the Old Spanish Trail (OST) as a cultural resource and ensure that it and its immediate surroundings in the Charleston View SEDA are preserved and protected.
The Bonanza Peak project will not affect the Old Spanish National Historic Trail (OSNHT) cultural resource. As specifically analyzed in the Addendum (Appendices C and H of the Addendum found at: https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project) to the PEIR prepared for the REGPA, the OSNHT is not located within or within approximately 1.5 miles of the closest point of the proposed Project footprint, nor will the Project affect the area's viewshed surrounding it. The Project's cultural resources investigation provides a Project-specific analysis of the Bonanza Peak Project site. The initial December 2025 Cultural Resources Assessment and the revised September 3, 2026 assessment document Project-specific background research, California Historical Resources Information System records searches, review of prior studies and historical sources, intensive pedestrian surveys, resource recordation and evaluation, and subsequent Extended Phase I archaeological testing. The revised assessment also analyzed the OSNHT using current National Park Service alignment information. That information places the documented OSNHT alignment outside the Project's Developed Area and South of the Old Spanish Trail, approximately 1.5 miles from the planned solar photovoltaic facility (all of which is located north of the Old Spanish Trail, while the OSNHT passes to the south). The Project-specific investigations did not identify a listed or formally designated OSNHT segment within the Project Study Area. Based on the documented alignment, the distance and intervening development, the absence of anticipated direct disturbance to that alignment, and the results of the cultural and visual analyses, the Project is not expected to result in an impact to the OSNHT.

• Goal MER-2: Avoid, Minimize, Mitigate. Ensure that renewable energy solar facility development is conducted appropriately to avoid, minimize, or mitigate the impacts from such development on the social, economic, visual, and environmental resources of the County.
The Project was initially proposed at the Kingston View mitigation site. Upon discovering the high quality biological resources in the area, it was relocated to the current Project area. Additional bio resource data for the general vicinity of the Project was obtained and showed a greater abundance of tortoises to the northeast. The Project was then shifted to the southwest to avoid this area. Further, initially, an approximately 1.4-mile access road was proposed, but through project design this area was relocated and reduced to just ~0.25 miles to reduce dust generation (and water use). Dust suppressants will be used, as feasible, to further reduce water need for dust suppression. The Project has been prepared pursuant to the PEIR certified for the REGPA and an Addendum to that PEIR which reviewed and analyzed potential Project-specific impacts to social, economic, visual, and environmental resources. This analysis found that the Project would have less than significant impacts.

• Policy MER-2.1: Encourage Small Scale Solar. The County shall continue to encourage small-scale renewable energy solar facilities, such as rooftop and ground-mounted solar; commercial scale; and community scale renewable energy solar facilities that serve specific communities.
County Planning and Building and Safety staff continue to encourage small-scale solar development by expediting the non-discretionary permitting process as much as possible.

• Policy MER-2.2: Solar Energy Development Areas (SEDA). The County shall maintain a Land Use Diagram of areas where utility scale and commercial scale solar facilities may be appropriate.
The REGPA and SEDA maps can be found at: https://www.inyocounty.us/sites/default/files/2026-09/FinalREGPA33015.pdf.

• Policy MER-2.3: SEDA Land Inventory. As illustrated on Table 3-1, of the REGPA the total acreage that may be developed for utility and commercial scale renewable energy solar facilities within each SEDA is capped; and, the amount of megawatts that may be generated within each Solar Energy Group is

capped (small scale and community scale solar energy facilities are excluded from the caps).
T*he Charleston View SEDA as part of the Eastern Solar Energy Group is capped at 500MW and allows utilization of not more than 2,400 acres for the Project . The project REDA applications have been prepared and submitted to meet the maximum allowances for the Charleston View SEDA and Solar Energy Group. This project effectively concentrates all of the allowed amounts of megawatts and acreage in the SEDA in one area and will prevent the possibility of any additional solar energy development in Charleston View as well as Sandy Valley (also located in the Eastern Solar Energy Group), in addition to preserving the Kingston View and Campito Peak parcels.*

• Policy MER-2.6: Avoid, Minimize, or Mitigate Impacts. The County shall work with renewable energy solar developers and other agencies to avoid, minimize, or mitigate impacts to the social, economic, visual, and environmental resources of the County from renewable energy solar facility development.
The Project has been prepared pursuant to the PEIR created for the REGPA and an Addendum thereto which reviewed and analyzed potential impacts to social, economic, visual, and environmental resources. All were found to have less than significant impacts with or (with respect to some impacts, without) mitigation.

• Policy MER-2.7: Dust Control. The County shall work with renewable energy solar developers to ensure that dust creation during the construction and operations of a renewable energy solar facility are avoided to the extent practicable.
The applicant will follow all construction best practices, including watering to control dust during construction and by minimizing access routes and grading through careful project design with this in mind as provided in the Conditions of Approval. See further response included in the discussion of Policy MER-2.

• Policy MER-2.8: Reclamation Planning. The County shall work with renewable energy solar facility developers to provide and implement a reclamation plan to return the site of each project to pre-project conditions or another appropriate state (i.e., native, reuse, etc.). The reclamation plan shall include financial assurances, such as bonding, for the cost of decommissioning, reclaiming and re-vegetating (if required) each renewable energy solar facility including removal of all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.
The applicant has submitted a reclamation plan which is attached (Attachment 10) and will submit, prior to the issuance of building/grading permits, financial assurances to be carried out at the end of the life of the Project that meet the requirements of MER-2.8 including: a detailed strategy for removing all solar panels and appurtenant structures and to bring the project area back into the open space character as found prior to the project; financial assurance mechanism corresponding to the reclamation plan that covers all implementation costs at current prices; annual inspections of the project site; updates to the decommissioning plan that are found necessary based on the annual inspections, with corresponding updates to financial assurances based on the current Consumer Price Index; and that annual project site inspection costs related to staff time and travel will be paid annually at the time of inspection. This is included as a condition of approval.

• Policy MER-2.9: Renewable Energy Solar Facility Development along the Los Angeles Aqueduct. The County shall encourage the use of land over and along the Los Angeles Aqueduct for renewable energy solar facility development. These areas may not be included in the SEDA but are subject to the Western Solar Energy Group cap on the total megawatts that may be produced with the Western Solar Energy Group.
N/A. The Project is not located along the Los Angeles Aqueduct.

• Policy MER-2.10: Protect Vegetation. The County shall require that renewable energy solar facility developers use mowing and/or other methods that do not include ground scraping during the construction and/or operation of solar facility developments (access roads and infrastructure are excluded from this requirement).
The Project does not include grading beyond that required for buildings; interior project roads (access

and service roads); temporary construction facilities (lay down, staging, storage and drainage retention areas); and gen-tie transmission structures (light grading). All the area dedicated to the solar arrays will be mowed, and post holes will be augured for the construction of the solar panel posts. No vegetation scraping or grading is included. This is included as a condition of approval for the Project. Additionally, the applicant has prepared a Project-specific Habitat Restoration, Revegetation, and Weed Management Plan that has been approved by the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service.

• Policy WR-3.5: Sustainable Renewable Energy Solar Development. The County shall require renewable energy solar facility development to incorporate measures to minimize water consumption and use of potable water and encourage the use of re-claimed water and/or practices that do not require water during construction, the life of the facility, and during reclamation.

A hydrology and water quality assessment and water supply assessment were prepared for the project Addendum. It found no significant impacts from the project (Appendix M can be found at https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project) (an update was also prepared and can be found as Attachment 9). The applicant will complete a groundwater monitoring and contingency plan to address the possibility of localized impacts to nearby wells during construction. This is included as a condition of approval for the project. Additionally, the applicant has agreed to not undertake panel washing during normal project operation so as to reduce operational water demand. For construction, the applicant has designed the project to reduce the length of access routes to ensure grading and off-road travel and thereby necessary dust suppression requirements are minimized. The applicant will also utilize best management practices to minimize construction water demand.

• Policy WR-3.6: Sustainable Water Practices.
Renewable energy solar facility development proposed in the Laws and Sandy Valley SEDAs shall be required to show that the proposed project will be water sustainable.
N/A, the Project is not within the Laws or Sandy Valley SEDAs.

• Policy WR-3.7: Charleston View. Projects proposed in Charleston View shall be water sustainable and shall require project applicants to purchase and retire water rights along the same flow path for the water that will be used for the project (construction and maintenance) at a minimum of a 1 to 1 ratio.
The Addendum (including Appendices M and N) found that the hydrology impacts of the Project on the groundwater basin would be less than significant based on its analysis of the Project's water demand, current basin recharge rates, and historical information on the changes to the basin. The analysis concluded that local water supplies would be able to meet Project demand without negative impacts on the basin or significant down-watershed impacts. The Project will eliminate future development in the mitigation areas and postpone any residential development at the project site during its entire operational life. Therefore, the Project is water sustainable as required by the Policy.

The owner/developer will prepare and execute deed restrictions on the Kingston View mitigation parcels, which includes Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47, which totals 1,859 acres. The owner/developer will do the same with respect to an additional 600 acres of mitigation land in the Campito Peak mitigation area. Both properties overlie the same basin from which the Project will produce groundwater for construction, operation and decommissioning, and are in the same flow path as the Project site (generally east to west from the Nevada Border towards the Nopah Range).

Generally, property overlying a groundwater basin has an "overlying right" to produce water from the basin for use on the property. The only limit on the production is that which can be put to reasonable and beneficial use. The deed restrictions on the mitigation parcels shall be recorded, shall run with the land, shall disallow the use or export of groundwater from these parcels in perpetuity, and will limit groundwater production to water required for environmental mitigation. Because these restrictions are permanent while the Project's water demand is limited to its 50-year life, the water retired continues to accrue after the Project is decommissioned. As explained below, severely restricting exercise of the

mitigation parcels' overlying water rights will retire water rights along the same flow path, well in excess of a 1:1 ratio compared to the Project's water demand.

The Project proposes the use of 1,094 AF for the 18-months of construction and 0.68 AF total for the remaining 48.5-years the project is in use (0.014 AFY). While decommissioning will not take place until the end of the life of the project, and thereby any estimate of decommissioning water is speculative, for purposes of this analysis, the County assumes that decommissioning will require the same daily water demand as construction, which is approximately 729 AFY (based on the 12 month decommissioning time frame). This is a grand total of approximately 1,824 AF over the 50-year life of the Project. These are inherently conservative estimates as the construction and decommissioning water demands assume 24 hours per day, 7 days per week production from the Project's groundwater wells. Generally, that is not anticipated as the water demand is only generated by construction activities, which are limited by the Conditions of Approval to daylight hours Monday through Saturday.

The Project site itself is already subdivided into numerous small lots. The approximately 2,400-acre Project area encompasses 144 parcels, all zoned Open Space. Based on current County zoning and State housing law, each of these parcels could be developed with one single-family home and one accessory dwelling unit, for a total of 288 housing units. According to UC Agriculture and Natural Resources, the average California household uses between 0.5 and 1 AF per year. At the lower end (0.5 AFY), build-out of the Project area would use approximately 144 AFY, or 7,200 AF over 50 years; at 1 AFY, it would use approximately 288 AFY, or 14,400 AF over 50 years, and that demand would continue thereafter. Notably, these residential estimates account only for ongoing household use and do not include the additional water that would be required to construct the homes, roads and associated infrastructure. By comparison, the Project's total life-of-project demand of approximately 1,824 AF is a small fraction (roughly one-fourth to one-eighth) of the water that residential development of the Project site would require.

Similarly, the Kingston View and Campito Peak mitigation areas will total 2,400 acres. Based on the current zoning and General Plan designations, that land could be subdivided into 60, 40-acre residential lots. The full potential of 60 residential lots, with one single-family home and one accessory dwelling unit each, would result in 120 housing units. At the lower end (0.5 AFY), this would result in 60 AFY, or 3,000 AF over the 50-year life of the Project and continuing thereafter, which is more than one and a half times the Project's total life-of-project demand of approximately 1,824 AF (i.e., more than a 1 to 1 ratio). Assuming 1 AFY for each dwelling unit, the annual use would be 120 AFY, or 6,000 AF over the 50-year life of the Project and continuing thereafter, more than three times the Project's demand. As with the Project site, these figures do not account for water needed to construct such residential development.

If the mitigation land was used for agriculture based on what is in the general area, it would likely be alfalfa farms. Based on a report from UC Davis, water use for alfalfa is from 2.5 - 6.5 AFY depending on the climate. The Charleston View area would likely be at the higher end due to its dry climate. Even at the low end of 2.5 AF per year, however, this would be about 6,000 AF per year, for a total of 300,000 AF over the 50-year life of the Project.

In these examples, residential use of the mitigation property would exceed the Project's demand by approximately 1,176 to 4,176 AF (with residential build-out of the Project site exceeding the Project's water demand by approximately 5,376 to 12,576 AF), and agriculture/alfalfa farming would exceed it at approximately a 164 to 1 ratio. The purchase and restriction of groundwater use on the Project site and on the mitigation parcels, except for environmental mitigation, has the effect of retiring a much greater amount of water than would be used by the Project (i.e., significantly more than a 1 to 1 ratio). It is therefore consistent with WR-3.7. This is included as a condition of approval for the project.

Furthermore, although not required by the Policy WR-3.7, the applicant is implementing a groundwater monitoring plan to monitor the aquifer and nearby private wells for any effects of any project water use to ensure there are no impacts on available water supply. This is included as a condition of approval for the project.

• Policy VIS-1.8: Renewable Energy Solar Development, Light and Glare, Night Skies. The County shall encourage siting, orientation and screening to avoid, minimize or mitigate significant changes to the visual environment from renewable energy solar facility development during construction and operations, including avoiding or minimizing light and glare, and impacts inconsistent with Death Valley National Park's International Night Skies designation.
The Project's proposed solar panels are designed to have anti-glare properties. All lighting included on the Project site will be subject to the County's outdoor light ordinance. This is included as a condition of approval for the Project. Additionally, the applicant is preparing an Avian and Bat Protection Plan,[A3] which includes a measure requiring facility lighting to be designed, installed, and maintained to direct light downward onto the Project site and minimize light spillover into adjacent wildlife habitat. The Avian and Bat Protection Plan has been submitted to the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service; both agencies have provided comments, and the applicant is currently addressing their comments for final approval. No comments on the proposed lighting measure were received.

• Policy VIS-1.9: Economic Impacts from lost Visual Resources. The County shall balance renewable energy solar facility development opportunities with the potential loss of tourist-based economic opportunities from impacts to visual resources.

The community of Charleston View currently has very little in the way of tourist-based commercial activities. There is one unpermitted off-road vehicle rental business and many unpermitted short-term rentals in Charleston View. Most travelers in Charleston View are traveling through to get to Las Vegas, Death Valley National Park and the Dumont Dunes off-road vehicle area. Visual resources affecting such travelers would be to the surrounding mountains. As part of the CEQA review of the Project visual simulations (which can be found in Appendix C of the Addendum available at: https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project) were prepared to evaluate the views from various locations along the Old Spanish Trail Highway (the route through Charleston View) and found that the Project would not degrade the existing character or quality of public views of the site or surroundings. No loss of potential tourist-based economic opportunity is expected.

• Policy VIS-1.10: Old Spanish Trail (OST). Provide for setbacks, siting, orientation, screening and buffers, on a project-by-project basis, to avoid impacts to views of the Old Spanish Trail located in the Charleston View SEDA.
The project will not affect the views of or to the Old Spanish National Historic Trail (OSNHT or OST) based on visual simulations (found in Appendix C of the Addendum), and no view sheds to the OSNHT will be blocked by the project. The Cultural Resources Report also reviewed historical information related to the OSNHT in Charleston View and more specifically in the SEDA and found there were no formally designated OSNHT segments within the Project area, and that the trail's alignment runs 1.5 miles from the planned development area (see additional discussion above under CUL-1.6).

2. Consistency with Inyo County Code/Applicable Zoning
The Project is consistent with Inyo County Code Title 21 "Renewable Energy Development", including Section 21.16 "General Provisions for Renewable Energy Development", which aims to "support and encourage the responsible development of its solar and wind resources to generate and transmit clean, renewable electric energy while protecting the health, safety and welfare of its citizens and its environment, including its public trust resources" (21.04.030). A reclamation plan that meets the requirements of 21.20.030 has been submitted and conditions of approval require that financial assurances meeting the requirements of 21.20.040 will be provided prior to the issuance of building/grading permits. Additionally, there is substantial evidence in the record demonstrating that, through the imposition of mitigation measures, the approval of a reclamation plan, the receipt of adequate financial assurances, and by other conditions agreed upon by the applicant or incorporated into the determination or imposed upon the Project, the health, safety and welfare of the county's citizens, the County's environment, including its public trust resources, and the County's financial well-being, have been adequately safeguarded (21.20.070).

The Project is also consistent with Title 18 “Zoning”.
Specifically, section 18.12.050 establishes a 50-foot default setback within the OS zone, which may be modified for conditional uses. The Project area includes 144 parcels. Accordingly, if the 50-foot default setback were applied to the interior of the Project, the result would be the creation of 100-foot-wide strips of undevelopable land between each interior lot, making the Project less efficient while utilizing essentially the same overall footprint and area of disturbance. Accordingly, a modification of that requirement for interior setbacks is justified for the Project, which is a conditional use as defined in section 18.06.185, and has been authorized in the approval documents. During Project review, staff additionally noted that section 21.20.020 also allows the Board or the Planning Commission to apply development standards or procedures to renewable energy projects that deviate from those set forth in Title 18 where appropriate.

3. Reclamation Plan Summary and Financial Assurance Estimates

Inyo County Code Title 21 requires a reclamation plan and financial assurance for the facilities in the County. The applicant has provided a Decommissioning and Reclamation Plan prepared by Stantec Consulting Services Inc., which is attached. Decommissioning will be triggered either at the end of the power purchase agreement, if the site is no longer producing energy, or expiration of the regulatory permits. It would begin within 12 months after the Project stops operating and is expected to be finished within 6 to 12 months of the decommissioning start date. The work includes removing the solar modules, trackers, steel piles, inverter/transformer stations, aboveground cabling, perimeter fencing, gravel roads, and stormwater basins, as well as destroying the groundwater wells under County permit requirements (i.e. decommissioning or capping as agreed by the landowner and County). Below ground collection lines would be left in place. Materials would be resold or recycled to the extent practicable, and remaining materials would go to licensed facilities for disposal in accordance with state and federal law. Disturbed areas would then be decompacted to 18 inches, re-graded to preconstruction contours, and hand-broadcast or hydroseeded with a native, non-irrigated seed mix. A qualified biologist or botanist would monitor the site for at least five years, with the goal of restoring vegetative cover to at least 50 percent of pre-Project levels. If that goal is not met, a contingency plan of creosote bush transplanting would be carried out.

The Applicant will provide a financial guarantee covering the approved net decommissioning cost, currently estimated at $3,294,932 including a 20 percent contingency and a watering contingency. The form and amount must be acceptable to the Board of Supervisors, County Counsel, and the Land Use Services Director, and the guarantee will be reviewed as often as annually and adjusted to keep it sufficient.

4. Environmental Review

The County prepared a PEIR in conjunction with the adoption of the Renewable Energy General Plan Amendment (REGPA) in 2015, which designated the Project site as part of the Charleston View SEDA. The PEIR can be found at https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project. Under CEQA Guidelines Section 15168(c), if the lead agency determines that the circumstances set forth in CEQA Guidelines Section 15162 are not present, the Project is consistent with the County’s zoning and General Plan, and other conditions are satisfied as listed in that section, no subsequent EIR shall be prepared. An Initial Study was prepared in consideration of the PEIR for the REGPA to evaluate the appropriate level of environmental review. It was determined that an Addendum to the PEIR for the REGPA was appropriate. The Addendum documents that none of the circumstances listed in CEQA Guidelines Section 15162 requiring preparation of a subsequent EIR are present. The Addendum, attached, includes specific surveys, analyses and studies as set forth in the Mitigation, Monitoring and Reporting Program (MMRP) established by the PEIR for the REGPA. The MMRP is attached and the specific surveys, analyses and technical studies (Addendum Appendices A-S) are located at https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project. Based on this Project-specific analysis, there are no substantial changes to the project, no substantial changes in the circumstances under which it is undertaken, and no new information of substantial importance that would result in new significant effects or a substantial increase in the severity of previously identified significant effects. The Project therefore does not trigger the need for supplemental or subsequent review under CEQA Guidelines Sections 15162 or 15163, as none of the

conditions set forth in those sections are present, and this determination is supported by substantial evidence in the record (MMRP check list with respect to the Addendum is included as Attachment 11 and a Refinements Justification Memo as Attachment 12).

The Project is also exempt from further environmental review under CEQA Guidelines Section 15183. Under Section 15183, a project that is consistent with the development density established by general plan policies for which an EIR was certified does not require additional environmental review except for project-specific significant effects which are peculiar to the project or its site. The Project falls squarely within the development contemplated by the REGPA: it is located within the designated Charleston View SEDA and does not exceed the 500 MW cap for the Eastern Solar Energy Group or the 2,400-acre development limit for the SEDA. Here, there are no project-specific significant effects, no effects which are peculiar to the Project or its site, and no new or more severe significant effects than what was discussed in the PEIR for the REGPA. Further, pursuant to Section 15183(f), to the extent any effects could be considered peculiar to the Project, they are substantially mitigated by the uniformly applied development policies and standards of the General Plan and Title 21 of the Inyo County Code, including the reclamation, financial assurance, and water-sustainability requirements discussed in this report.

CONDITIONS OF APPROVAL: Exhibit D - REDA 2026-01 and REDA 2026-02

1. Hold Harmless

The owner/developer shall defend with counsel acceptable to Inyo County, indemnify, and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul an approval of the County, its advisory agencies, its appeals board, or legislative body concerning REDA 2026-02/Bonanza Peak Solar II, LLC, including all associated environmental review. The County shall promptly notify the owner/developer of any such claim, action, or proceeding and shall cooperate fully in the defense. The County reserves the right to prepare its own defense with counsel of its choosing, at the County's sole cost and expense.

2. Project Term

Renewable Energy Development Agreement 2026/02 allows for a 50-year project lifetime commencing with issuance of building permits from Inyo County or six months after project approval, whichever occurs first.

3. Compliance with Applicable Law

The owner/developer shall conform to all applicable provisions of the Inyo County General Plan, County Code and State law and regulations, including the California Building and Health and Safety Codes and CUPA (Certified Unified Program Agency). Failure to comply may result in the termination of REDA 2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of REDA 2026-02.

4. Compliance with other Affected Agencies

Prior to issuance of grading or building permits, the owner/developer shall obtain all required permits and approvals from applicable agencies, which may include but not be limited to Great Basin Unified Air Pollution Control District, Lahontan Regional Water Quality Control Board, the Bureau of Land Management; US Fish and Wildlife; and the California Department of Fish and Wildlife.

5. Decommissioning Plan and Financial Assurance

As per section 21.20.030 and 21.20.040 of the Inyo County Code, the owner/developer has submitted a staff approved decommissioning plan.

- A financial assurance mechanism that covers all current costs to implement reclamation under the decommissioning plan shall be prepared and submitted to the County prior to the issuance of building or grading permits.

- Upon reasonable notice from the County, the owner/developer shall submit to an annual inspection of the project site and any updates to the decommissioning plan with corresponding updates to financial assurance based on the Consumer Price Index shall also be included.
- Reasonable, actual, and documented annual project site inspection costs related to staff time and travel will be paid annually when presented to the owner/developer.

Failure to comply with the financial assurance requirements may result in the termination of REDA 2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of that agreement.

6. Compliance with PEIR, Addendum and all PEIR MMRP Requirements.
The project shall comply with all applicable mitigation measures identified in the Addendum and PEIR in compliance with the PEIR MMRP requirements. Failure to comply may result in the suspension or termination of REDA 2026-02.

7. Sales and Use Taxes
The developer shall undertake specified actions in contracting for construction of the project so as to allocate sales and use taxes paid in connection with project construction to the County to the maximum extent provided by law. For all contracts meeting the qualifying threshold for California Department of Tax and Fee Administration ("CDTFA") jobsite registration, the developer shall include language in its construction contracts, and require all contractors to include language in their subcontracts, identifying the jobsite within unincorporated Inyo County as a place of business of the contractor or subcontractor and place of sale of fixtures furnished and installed by the contractor or subcontractor and requiring its construction contractor and subcontractors to allocate sales and use taxes to the County, to the maximum extent provided by law, in its CDTFA filings and permits.

Prior to a contractor's or subcontractor's commencement of work on the project, the developer shall deliver to the County a list identifying each contractor and subcontractor holding a contract meeting the threshold for CDTFA jobsite registration, including: (a) business name and contact information for the individual most knowledgeable about sales/use tax reporting for the Project; (b) scope of work and confirmation that the contract value meets the threshold stated above; and (c) CDTFA account number and, when issued, a copy of any sub-permit issued specific to the Project jobsite. Developer shall update this list within 30 days of any change, including the addition of any such contractor or subcontractor.

The developer shall deliver to the County copies of all sales and use tax returns filed with CDTFA by developer, its contractors, and subcontractors that relate to the Project, within 30 days of filing. Returns may be redacted to protect proprietary or competitively sensitive information, provided that redacted returns are accompanied by sufficient supplemental evidence for the County to confirm compliance with this condition.

8. Property Tax Cooperation
Developer shall promptly comply with all applicable property tax reporting requirements and with written requests for assessment information issued by the County Assessor pursuant to applicable law, including information reasonably necessary for the Assessor to determine Excluded Value under Section 10(a)(iii) of the Renewable Energy Development Agreement (REDA).

Without limiting the foregoing, upon written request of the Assessor made pursuant to Revenue and Taxation Code Section 441(d), Developer shall furnish to the Assessor, within thirty (30) days after receipt of such request, (a) a copy of Developer's most recent annual financial statements (audited, if audited financial statements are prepared for Developer), and (b) a copy of each power purchase agreement then in effect for the Project, including any amendments, which the Assessor may request not more than once in any calendar year. Developer shall not refuse or delay compliance with a request for such information under Section 441(d) on the ground that all or any portion of the Project is, or is asserted by Developer to be, eligible for exclusion from assessment or taxation; provided that nothing in this sentence limits the dispute-resolution or reservation-of-rights provisions of this Condition. All information furnished under this Condition shall be provided directly to the Assessor, shall be deemed furnished pursuant to Revenue and Taxation Code Section 441, and shall be held confidential and used

solely for assessment purposes in accordance with Revenue and Taxation Code Sections 408 and 451.

Developer's compliance with this Condition shall be determined exclusively under applicable property tax law, and any dispute regarding the scope or timing of a request, the classification or valuation of property, or the applicability of an exclusion, exemption, or other assessment rule shall be resolved through the procedures provided by property tax law, except that any dispute regarding the Excluded Value shall be resolved as provided in Section 10(a)(iii) of the Agreement.

No failure or alleged failure to comply with this Condition shall constitute a default of or under the Agreement (including under Section 19(a)(ii)), a basis for termination of the Agreement or of the REP, or grounds for withholding, suspending, conditioning, or revoking any project land use entitlement. Except as expressly provided in Section 10(a)(iii) of the Agreement, nothing in this Condition constitutes an admission regarding the value, classification, ownership, situs, or taxable status of any property, binds or directs the Assessor in the performance of any statutory duty, or waives any assessment appeal, refund claim, or other remedy available to Developer.

9. Mitigation Land

The owner/developer shall prepare and record deed restrictions on the Kingston View mitigation parcels with Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47 and on that 600 (or more) acres of the 2000-acre Campito Peak Property located immediately south of Kingston View which is selected by owner/developer and CDFW as mitigation land. The deed restrictions shall disallow or have the effect of disallowing, the use of groundwater on these parcels in perpetuity, except for water used for projects related to the mitigation being conducted. The foregoing is to meet the requirements of General Plan Policy WR-3.7.

10. Groundwater Monitoring and Contingency Plan

The owner/developer shall provide a voluntary groundwater monitoring plan (VGMP) that adequately monitors any participating residential well within a half-mile radius of the project production wells during the construction phase. The VGMP shall be prepared by a CA-licensed hydrogeologist. Participation will be voluntary and is not a requirement by the County. Participating wells must have installed and working flow meters. Any well owner participating in the program will be provided with the water level data for their well in real time (if present) and on a monthly, time-weighted average basis, as prescribed in the VGMP, and shall agree to hold the County harmless. The VGMP shall include the following at a minimum:

- Description of measurement equipment to be employed
- Routine monitoring (Daily for the first week, then weekly for week 2-4, then monthly or as determined to be necessary after that for the duration of construction) to capture well data
- Participants will be provided with copies of the weekly and monthly reporting documentation that will also be provided to the County
- A contingency plan with adequate recovery means and methods if water levels in participant wells drop below a threshold as a result of construction water extraction, based on pre-construction trends.

The hydrologist shall provide monitoring reports upon the request of the county during the construction phase. At the conclusion of the VGMP, the owner/developer shall submit a complete monitoring log with data and hydrographs in a summarized conclusion of the results.

Prior to the issuance of building permits, the VGMP shall be provided to the County for review and approval. The VGMP shall be effective during the construction phase in which groundwater is in high usage. Water shall not be used for washing or rinsing panels once the Project is in operation.

11. Transient Housing

No employee housing shall be permitted on the project site. No employee camping shall be permitted on or off the project site.

12. Construction Activities

Construction activities associated with the Project shall be limited to Monday through Friday between the

hours of 6:00 a.m. and 7:00 p.m., and Saturday between the hours of 8:00 a.m. and 5:00 p.m. No construction activities shall occur on Sundays or legal holidays.

13. Security

The owner/developer shall provide on-site security during construction and operation, as necessary to prevent trespass, vandalism, and unauthorized access.

14. Traffic Control and Dust Management

The owner/developer shall provide and implement or cause its contractor to provide and implement an approved traffic control plan and dust suppression measures during construction, including implementation of construction best practices for dust control and posted speed limits within the project site and along approved haul routes, prior to the issuance of building permits. Maintenance of Zircon Road from the northern boundary of Tecopa Springs Rd. (aka Old Spanish Trail Highway) to the boundary of developer's project shall be the responsibility of the owner/developer during the life of the project.

15. Old Spanish Trail Highway

Any damage caused by the Bonanza Peak Solar project to Old Spanish Trail Highway during construction and/or the life of the project shall be fixed in accordance with the policies and procedures of the Inyo County Road Department.

16. Lighting

The Project shall be subject to the County's Outdoor Lighting Ordinance Section 18.74 of the ICC and the Avian and Bat Protection Plan approved by the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service during construction and for the life of the project.

17. Waste Management Plan

Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit a Construction Waste Management Plan for review and approval by the County Building and Safety Department.

18. Emergency Response Plan

Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit an Emergency Response Plan for review by the County and applicable emergency service providers including, but not necessarily limited to, the Southern Inyo Fire Protection District.

19. Employ and Train Local Labor

Owner/developer shall make good faith efforts to recruit and hire qualified workers from within Inyo County and surrounding communities. Such efforts shall include local job postings, coordination with local workforce development agencies, and outreach to local residents regarding employment opportunities associated with the Project, in compliance with General Plan Policy ED-4.5.

20. Notification of local Native American Tribes

Per ICC, Section 9.52, Disturbance of Archaeological, Paleontological and Historical Features, the owner/developer shall notify a representative from local Native American tribes in the event human remains are uncovered and shall comply with all local, state and federal laws in the event that native artifacts or human remains are found.

21. Project Regions

Building and grading permits shall be applied for and issued for the entirety of the Region under REDA 2026-02 and not for a portion of the Region. If this Agreement terminates and Exhibits C and D survive as a Renewable Energy Permit under Section 5(b), and the use provided by REDA 2026-02 is not commenced within two (2) years of the date of such termination, the Renewable Energy Permit will become void unless the developer timely applies for and obtains an extension. Commencement shall be considered to include the submission of applications for required permits and approvals.

22. Compliance with Plan of Development and Project Description
The development shall conform to the Plan of Development and Project Description relied upon for review under CEQA. This includes, but is not limited to, maintaining total groundwater extraction on/from the Property at or below the quantity described in the Plan of Development and analyzed in the Addendum. The owner/developer shall monitor all groundwater extraction, and report amounts to the County upon request. Notwithstanding the foregoing, a modification of the boundary between Region I and Region II may be approved by the Planning Department or other County decision maker as authorized by Section 5(d) of REDA 2026-01. Any other modification to the Project as described in the Plan of Development shall be reviewed in accordance with Sections 5(c), 6 and 11 of REDA 2026-01 and subject to environmental review as required by law. Any modification so reviewed and approved shall be deemed authorized and approved pursuant to this condition.

In the event of termination or invalidation of REDA 2026-02 and survival of Exhibits C and D as an REP, the Planning Director shall determine, consistent with Inyo County Code Section 18.81.130(A)(1), whether a proposed modification is in substantial conformance with the Plan of Development. A modification shall be determined to be in substantial conformance, and may be approved by the Planning Director without public notice or hearing, if the Planning Director finds that the modification (i) is minor when considered in light of the Project as a whole; (ii) does not conflict with any mitigation measure or condition of approval applicable to the Project; and (iii) does not constitute an increase in the electric generating or transmission capacity of the facility by ten percent or more per Inyo County Code Section 21.08.050 or any successor provision, provided that total capacity does not exceed the limits set forth in the Inyo County General Plan. Substantially conforming modifications include, without limitation, changes in equipment type, manufacturer or technology, and adjustments to the layout, location or dimensions of arrays, internal roads, fencing, the substation, the operations and maintenance facilities or the generation-tie line within the Project site. The Planning Director shall act on a request for a substantial conformance determination within forty-five (45) days after receipt of a complete request and shall provide the owner/developer with written confirmation of the determination. Any modification that the Planning Director determines is not in substantial conformance with the Plan of Development and Project Description shall be subject to review and action pursuant to the Inyo County Code then in effect, provided that the scope of such review shall be limited to the modification requested and shall not reopen any provisions of the Project's approvals not affected by the modification.

Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Project shall be those shown in the Plan of Development, which are hereby established as the development standards for the Project in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. This condition shall survive the termination or invalidation of REDA 2026-02 and shall continue to apply to the Project for so long as Exhibits C and D remain in effect as an REP.

COMMENTS
Throughout the Bonanza Peak Solar Project, the applicant and staff have provided the opportunity for and taken public comments. Several recurring comments have been expressed and are addressed here:

1. The County should have prepared a new EIR for the project instead of an Addendum to the PEIR prepared for the REGPA.
The County prepared a PEIR in conjunction with the adoption of the Renewable Energy General Plan Amendment (REGPA), which designated the Project property for solar development. Under CEQA Guidelines Section 15168(c), if the lead agency determines that the circumstances set forth in CEQA Guidelines Section 15162 are not present, the Project is consistent with the County's zoning and General Plan, and other conditions are satisfied as listed in that section, no subsequent EIR shall be prepared. The Addendum demonstrates that none of the circumstances listed in CEQA Guidelines Section 15162 requiring preparation of a subsequent EIR are present. The Addendum includes specific surveys, analyses and studies as required by the Mitigation, Monitoring and Reporting Program (MMRP) established by the PEIR for the REGPA. Based on this Project-specific analysis, there are no substantial changes to the Project, no substantial changes in the circumstances under which the Project is undertaken, and no new information of substantial importance that would result in new significant effects

or a substantial increase in the severity of previously identified significant effects. The Project therefore does not trigger the need for supplemental or subsequent review under CEQA Guidelines Sections 15162 or 15163, as none of the conditions set forth in those sections are present. This determination is supported by substantial evidence in the record and there is no legal basis to be found in CEQA to require a whole new EIR under these circumstances.

2. The Old Spanish Historic Trail (OSHT) is impacted by the project and should be treated as a corridor. Commentors during the preparation of the PEIR for the REGPA and again during the preparation for the Addendum commented that there is a trail that branches off the main line of the OSHT to a spring located to the north. This belief is memorialized in a study prepared by The Old Spanish Trail Association in April 2012. The commentor also believes that the OSHT should be evaluated as a corridor and not a linear feature (this did not include a proposed width or other geographic parameters).

The Bonanza Peak Solar project is completely located on private property that has many modern dirt tracks created by people recreating in the project area with four-wheel drive vehicles, motorcycles, etc. The cultural resources report prepared for the Addendum which includes: records searches, reviews of documents prepared for past project proposals and current foot surveys, found that the OSHT is located approximately 1.5-miles south of the project area as depicted on the “official” OSHT map from the National Park Service. The records, studies and surveys (past and present) prepared for the Addendum evaluating the OSHT were unable to substantiate that there is an additional branch of OSHT that runs to the north, creating an additional trail section or cause a corridor effect (Addendum, Appendix H – Non Confidential Cultural Resources Assessment). They also found that the project would not affect the enjoyment of the trail by spoiling views to it from the Old Spanish Trail Highway (a county road), or for people walking on the OSHT as they would not be able to see the project from the trail (Addendum, Appendix C – Visual Simulations). Because a different path or area for the OSHT was not substantiated, staff has relied on the information and mapping prepared by the National Park Service as the baseline for the OSHT.

3. Cumulative Effects regarding groundwater have not been addressed.
The project area (Charleston View SEDA) was adequately evaluated for Cumulative Effects by the PEIR prepared for the 2015 REGPA. However, since the project is in a shared groundwater basin (Pahrump Valley) that extends into the State of Nevada, Nevada development becomes part of the extensive historic and current groundwater evaluations that have been prepared for the project (Addendum Appendices, M and N Hydrology and Water Quality Study and Water Supply Assessment). These show that there is adequate water for the project with de minimis impact to the groundwater basin. As stated in the Hydrographic Basin Summary and Groundwater Management Plan, Attachment 9, in Section 2.3:

“The October 19, 2026, Water Supply Assessment performed by ERM (Appendix N to the Addendum) concluded that the groundwater basin contains sufficient water to sustain the Project, and the Project will have minimal impact on the long-term groundwater basin supply or groundwater-dependent surface water features. Specifically, the ERM study found that proposed Project withdrawals during the 18-month construction phase of the Project (a maximum of 729 AFY or 1094 AF total) represented approximately 8.2% of the lowest data point of estimated local recharge and inflow of 8,872 AFY. No information obtained since the date of that report, including the analysis in this technical memorandum, undermine this previously performed analysis”. Following the 18-month construction phase, annual water usage is limited to .014 AFY.

ATTACHMENTS
1. Ordinance REDA 2026-01 Bonanza Peak Solar Region I
2. Ordinance REDA 2026-02 Bonanza Peak Solar Region II
3. REDA 2026-01 Bonanza Peak Solar Region I
4. REDA 2026-02 Bonanza Peak Solar Region II
5. Plan of Development
6. Site Plan
7. Comments received for Planning Commission hearing September 23, 2026

8. Kingston View and Campito Map
9. Hydrographic Basin Summary and Groundwater Management Plan_2026
10. Reclamation Plan
11. Mitigation Monitoring and Reporting Plan Check List
12. Mitigation Monitoring and Reporting Plan Refinements and Justifications
13. Final Special-Status Plant Mitigation and Monitoring Plan

*All other referenced materials are located on the Planning Department webpage under the Bonanza Peak Renewable Energy Project heading as referenced within this staff report.

FISCAL IMPACT:

Funding Source	Non-General Fund, project is being paid by applicant fees.	**Budget Unit**	023800
Budgeted?	Yes	**Object Code**	
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
The applicant would provide $2 million towards the construction and equipping of a fire station in Charleston View. The County would pass these funds through to the Southern Inyo Fire Protection District pursuant to a disbursement agreement. The applicant would also provide $500,000 towards the cost of environmental review for the Charleston View Community Plan and road signage. Any remaining funds would be used for firefighting supplies and equipment maintenance. Payment must be made prior to the issuance of building or grading permits for the project, which could occur in the current fiscal year or during a future fiscal year.
Future Fiscal Year Impacts
The project will result in an increase in sales and use tax, primarily during the construction phase, and an increase in property tax revenue once operational.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to adopt the ordinances, thereby not approving the REDAs.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Highest and Best Use of Property

APPROVALS:

Cathreen Richards	Created/Initiated - 10/12/2026
Darcy Israel	Approved - 10/12/2026
Stacey Simon	Approved - 11/10/2026
Amy Shepherd	Approved - 11/10/2026

John Vallejo	Approved - 11/12/2026
Denelle Carrington	Final Approval - 11/12/2026

ATTACHMENTS:

1. Attachment 1: Ordinance Approving REDA 2026-01 Region 1
2. Attachment 2: Ordinance Approving REDA 2026-02 Region 2
3. Attachment 3: REDA (Region I)
4. Attachment 4: REDA (Region II)
5. Attachment 5: Plan of Development
6. Attachment 6: Site Plan Final
7. Attachment 7: 09.23.26 Planning Commission Minutes
8. Attachment 8: Mitigation Parcels Map
9. Attachment 9: Hydrographic Basin Summary and Groundwater Management Plan
10. Attachment 10: Reclamation/Decommissioning Plan
11. Attachment 11 Bonanza Peak - Proposed MMRP Checklist_20261111FINAL
12. Attachment 12 - Bonanza Peak - MMRP Refinements Justification Memo_20261111FINAL
13. Attachment 13 - Bonanza Peak SS Plant Mit and Mon Plan_Final_11062026 (003)

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
APPROVING RENEWABLE ENERGY
DEVELOPMENT AGREEMENT 2026-01 WITH BONANZA PEAK SOLAR, LLC,
THE MARY LEE WILEY LIVING TRUST,
SECTION 20, LLC, AND MARY JANE CHRISTENSEN AND MAKING
RELATED FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Inyo County (hereinafter "County") is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. of the Government Code; and

WHEREAS, County has adopted procedures and requirements for the consideration of development agreements, including renewable energy development agreements, (hereinafter "Procedures and Requirements") pursuant to Section 65865 of the Government Code and Title 20 and Section 21.08.100 of the Inyo County Code; and

WHEREAS, Bonanza Peak Solar, LLC (hereinafter "Developer") currently holds the leasehold interest in the real property described in the Renewable Energy Development Agreement ("REDA") 2026-01 and will enter into that REDA, and the Mary Lee Wiley Living Trust, Section 20, LLC and Mary Jane Christensen (hereinafter "Owners") have requested that County enter into REDA 2026-01, for the geographic region comprising the development of a 400 megawatt ("MW") solar energy facility on 1,898 acres of private land described in the REDA (hereinafter the "Property") within the Charleston View Solar Energy Development Area (hereinafter the "Project"), and proceedings have been taken in accordance with the Procedures and Requirements of the County regarding this request; and

WHEREAS, by electing to enter into REDA 2026-01, County shall bind future Boards of Supervisors of County by the obligations specified therein and limit the future exercise of certain governmental and proprietary powers of County; and

WHEREAS, the terms and conditions of REDA 2026-01 have undergone extensive review by County and the Board of Supervisors and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of Inyo County and the public health, safety and welfare will be served by entering into REDA 2026-01; and

WHEREAS, the Board certified the Programmatic Environmental Impact Report (the "PEIR") for the Inyo County Renewable Energy General Plan Amendment (the "REGPA") on March 24, 2015, an Addendum was prepared for the Project, including REDA 2026-01, pursuant to California Environmental Quality Act ("CEQA") Guidelines section 15164, the Project is consistent with the REGPA for which the PEIR was certified and qualifies for streamlined environmental review pursuant to CEQA Guidelines section 15183, and the Board considered the PEIR, the Addendum and CEQA Guidelines section 15183 before acting on REDA 2026-01; and

WHEREAS, REDA 2026-01 and the Project are consistent with the Inyo County General Plan based on substantial evidence in the record, including the staff report, and the Property lies within the Charleston View Solar Energy Development Area designated by the REGPA; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on September 23, 2026, and the Board held a duly noticed public hearing on October 27, 2026, with notice given in accordance with Government Code sections 65090 and 65091; and

WHEREAS, all actions taken and approvals given by County have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, REDA 2026-01 will confer substantial private benefits on the Owners and the Developer by granting vested rights to develop the Property in accordance with the provisions of REDA 2026-01; and

WHEREAS, development of the Property in accordance with REDA 2026-01 will provide substantial benefits to County and will further important policies and goals of County on behalf of the community of Charleston View and the residents of Inyo County; and

WHEREAS, REDA 2026-01 will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and

WHEREAS, the Owners and/or Developer have incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with REDA 2026-01; and

WHEREAS, the Owners and/or Developer have incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with REDA 2026-01.

Now, therefore, in light of the foregoing Recitals, which are hereby adopted as findings of the Board, and all evidence and testimony presented, the Board of Supervisors of the County of Inyo finds and ordains as follows:

Section 1. The Board hereby finds, pursuant to Government Code section 65867.5, that the provisions of REDA 2026-01, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, are consistent with the Inyo County General Plan based on substantial evidence in the record, including the staff report. The Board further finds that the Property lies within the Charleston View Solar Energy Development Area designated by the REGPA and that there is no specific plan applicable to the Property.

Section 2. The Board finds pursuant to CEQA Guidelines sections 15168(c) and 15183 that the Project and REDA 2026-01 are within the scope of the program analyzed in the PEIR and that all applicable feasible mitigation measures identified in the PEIR are incorporated into the Project and the mitigation monitoring and reporting program (MMRP) and will be undertaken. The Board further finds,

pursuant to CEQA Guidelines section 15183, that the Project is consistent with the REGPA, a general plan amendment for which the PEIR was certified, and that the environmental effects of the Project that are not peculiar to the Project or its site have been addressed in the PEIR, and that any effects peculiar to the Project or its site have been examined in the Addendum and additional staff analysis. The Board has considered the PEIR prepared for the REGPA, the Addendum to the PEIR, and the additional staff analysis presented to the Board, and relies on the PEIR, the Addendum and the CEQA Guidelines section 15183 technical memorandum in approving REDA 2026-01. The Board finds, based on the whole record, that none of the conditions requiring preparation of a subsequent Environmental Impact Report ("EIR") under CEQA Guidelines section 15162, or a supplemental EIR under section 15163 or Public Resources Code section 21166, have occurred, and no subsequent or supplemental EIR is required for approval of the Project and REDA 2026-01. The Board hereby approves the Addendum. County staff is directed to file a Notice of Determination within five (5) working days after adoption of this ordinance.

Section 3. Pursuant to Government Code Section 65867.5, REDA 2026-01 among the County, Developer, and the Owners is hereby approved by ordinance as a development agreement for its respective geographic region of the Project. REDA 2026-01 shall not become operative unless and until (a) this ordinance has become effective under Section 4 and (b) REDA 2026-01 has been executed by the County and all other parties required to execute that REDA. Once operative, REDA 2026-01 shall be binding on the parties thereto and their successors in interest according to its terms, notwithstanding subsequent changes in County rules, to the extent provided in Government Code section 65865.4. The Chair of the Board of Supervisors is authorized to execute REDA 2026-01 after condition (a) has been satisfied and after all other required parties have executed the REDA.

Section 4. This ordinance need not be codified and shall take effect thirty (30) days after its adoption. Within fifteen (15) days from the adoption hereof, this ordinance shall be published at least once in a newspaper of general circulation printed and published in the County of Inyo, State of California, in accordance with Government Code section 25124. The Clerk of the Board is hereby instructed and ordered to publish this ordinance together with the names of the Board members voting for and against it.

Section 5. The Clerk of the Board shall cause REDA 2026-01 to be recorded with the Inyo County Recorder no later than ten (10) days after it has been executed by all parties, pursuant to Government Code section 65868.5.

Section 6. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

Section 7. The Clerk of the Board is designated as the custodian of the documents and other materials constituting the record of proceedings for this ordinance and the approval of REDA 2026-01. The record is located at Inyo County Planning Department, 168 North Edwards Street, Independence, California 93526.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote:

AYES:

NOES:
ABSTAIN:
ABSENT:

BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA

By:_____
Trina Orrill, Chair

_____, 2026

ATTEST:

CLERK OF THE BOARD:

By:_____

APPROVED AS TO FORM

By: _____
JOHN-CARL VALLEJO
County Counsel

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
APPROVING RENEWABLE ENERGY
DEVELOPMENT AGREEMENT 2026-02 WITH BONANZA PEAK SOLAR II, LLC,
THE MARY LEE WILEY LIVING TRUST,
SECTION 20, LLC, AND MARY JANE CHRISTENSEN AND MAKING
RELATED FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Inyo County (hereinafter "County") is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. of the Government Code; and

WHEREAS, County has adopted procedures and requirements for the consideration of development agreements, including renewable energy development agreements, (hereinafter "Procedures and Requirements") pursuant to Section 65865 of the Government Code and Title 20 and Section 21.08.100 of the Inyo County Code; and

WHEREAS, Bonanza Peak Solar II, LLC (hereinafter "Developer") will acquire the leasehold interest in the real property described in Renewable Energy Development Agreement ("REDA") 2026-02 and will enter into that REDA, and the Mary Lee Wiley Living Trust, Section 20, LLC and Mary Jane Christensen (hereinafter "Owners") have requested that County enter into REDA 2026-02, for the geographic region comprising the development of a 100 megawatt ("MW") solar energy facility on 502 acres of private land described in the REDA (hereinafter the "Property") within the Charleston View Solar Energy Development Area (hereinafter the "Project"), and proceedings have been taken in accordance with the Procedures and Requirements of the County regarding this request; and

WHEREAS, by electing to enter into REDA 2026-02, County shall bind future Boards of Supervisors of County by the obligations specified therein and limit the future exercise of certain governmental and proprietary powers of County; and

WHEREAS, the terms and conditions of REDA 2026-02 have undergone extensive review by County and the Board of Supervisors and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of Inyo County and the public health, safety and welfare will be served by entering into REDA 2026-02; and

WHEREAS, the Board certified the Programmatic Environmental Impact Report (the "PEIR") for the Inyo County Renewable Energy General Plan Amendment (the "REGPA") on March 24, 2015, an Addendum was prepared for the Project, including REDA 2026-02, pursuant to California Environmental Quality Act ("CEQA") Guidelines section 15164, the Project is consistent with the REGPA for which the PEIR was certified and qualifies for streamlined environmental review pursuant to CEQA Guidelines section 15183, and the Board considered the PEIR, the Addendum and CEQA Guidelines section 15183 before acting on REDA 2026-02; and

WHEREAS, REDA 2026-02 and the Project are consistent with the Inyo County General Plan based on substantial evidence in the record, including the staff report, and the Property lies within the Charleston View Solar Energy Development Area designated by the REGPA; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on September 23, 2026, and the Board held a duly noticed public hearing on October 27, 2026, with notice given in accordance with Government Code sections 65090 and 65091; and

WHEREAS, all actions taken and approvals given by County have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, REDA 2026-02 will confer substantial private benefits on the Owners and the Developer by granting vested rights to develop the Property in accordance with the provisions of REDA 2026-02; and

WHEREAS, development of the Property in accordance with REDA 2026-02 will provide substantial benefits to County and will further important policies and goals of County on behalf of the community of Charleston View and the residents of Inyo County; and

WHEREAS, REDA 2026-02 will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and

WHEREAS, the Owners and/or Developer have incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with REDA 2026-02; and

WHEREAS, the Owners and/or Developer have incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with REDA 2026-02.

Now, therefore, in light of the foregoing Recitals, which are hereby adopted as findings of the Board, and all evidence and testimony presented, the Board of Supervisors of the County of Inyo finds and ordains as follows:

Section 1. The Board hereby finds, pursuant to Government Code section 65867.5, that the provisions of REDA 2026-02, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, are consistent with the Inyo County General Plan based on substantial evidence in the record, including the staff report. The Board further finds that the Property lies within the Charleston View Solar Energy Development Area designated by the REGPA and that there is no specific plan applicable to the Property.

Section 2. The Board finds pursuant to CEQA Guidelines sections 15168(c) and 15183 that the Project and REDA 2026-02 are within the scope of the program analyzed in the PEIR and that all applicable feasible mitigation measures identified in the PEIR are incorporated into the Project and the

mitigation monitoring and reporting program (MMRP) and will be undertaken. The Board further finds, pursuant to CEQA Guidelines section 15183, that the Project is consistent with the REGPA, a general plan amendment for which the PEIR was certified, and that the environmental effects of the Project that are not peculiar to the Project or its site have been addressed in the PEIR, and that any effects peculiar to the Project or its site have been examined in the Addendum and additional staff analysis. The Board has considered the PEIR prepared for the REGPA, the Addendum to the PEIR, and the additional staff analysis presented to the Board, and relies on the PEIR, the Addendum and the CEQA Guidelines section 15183 technical memorandum in approving REDA 2026-02. The Board finds, based on the whole record, that none of the conditions requiring preparation of a subsequent Environmental Impact Report ("EIR") under CEQA Guidelines section 15162, or a supplemental EIR under section 15163 or Public Resources Code section 21166, have occurred, and no subsequent or supplemental EIR is required for approval of the Project and REDA 2026-02. The Board hereby approves the Addendum. County staff is directed to file a Notice of Determination within five (5) working days after adoption of this ordinance.

Section 3. Pursuant to Government Code Section 65867.5, REDA 2026-02 among the County, Developer, and the Owners is hereby approved by ordinance as a development agreement for its respective geographic region of the Project. REDA 2026-02 shall not become operative unless and until (a) this ordinance has become effective under Section 4 and (b) REDA 2026-02 has been executed by the County and all other parties required to execute that REDA. Once operative, REDA 2026-02 shall be binding on the parties thereto and their successors in interest according to its terms, notwithstanding subsequent changes in County rules, to the extent provided in Government Code section 65865.4. The Chair of the Board of Supervisors is authorized to execute REDA 2026-02 after condition (a) has been satisfied and after all other required parties have executed the REDA.

Section 4. This ordinance need not be codified and shall take effect thirty (30) days after its adoption. Within fifteen (15) days from the adoption hereof, this ordinance shall be published at least once in a newspaper of general circulation printed and published in the County of Inyo, State of California, in accordance with Government Code section 25124. The Clerk of the Board is hereby instructed and ordered to publish this ordinance together with the names of the Board members voting for and against it.

Section 5. The Clerk of the Board shall cause REDA 2026-02 to be recorded with the Inyo County Recorder no later than ten (10) days after it has been executed by all parties, pursuant to Government Code section 65868.5.

Section 6. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

Section 7. The Clerk of the Board is designated as the custodian of the documents and other materials constituting the record of proceedings for this ordinance and the approval of REDA 2026-02. The record is located at Inyo County Planning Department, 168 North Edwards Street, Independence, California 93526.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA

By:_____
Trina Orrill, Chair

_____, 2026

ATTEST:

CLERK OF THE BOARD:

By:_____

APPROVED AS TO FORM

By: _____
JOHN-CARL VALLEJO
County Counsel

RENEWABLE ENERGY DEVELOPMENT AGREEMENT AMONG THE COUNTY OF INYO, BONANZA PEAK SOLAR, LLC, THE MARY LEE WILEY LIVING TRUST, SECTION 20, LLC, AND MARY JANE CHRISTENSEN FOR REGION I OF THE BONANZA PEAK 500 MEGAWATT PHOTOVOLTAIC ELECTRICITY GENERATING FACILITY PROJECT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this *[date of agreement]*, by and among the County of Inyo, a political subdivision of the State of California (the "County"), *Bonanza Peak Solar, LLC* a Delaware limited liability company (the "Developer") the Mary Lee Wiley Living Trust, Section 20, LLC, a Nevada limited liability company and Mary Jane Christensen, an individual (individually an "Owner" and collectively "Owners"). The County, the Developer and the Owners shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. California Government Code, §§ 65864 *et seq*. provides that the legislative body of a city or county may enter into a development agreement for the development of real property in order to vest certain rights in the developer and to meet certain public purposes of the local government. Pursuant to Gov. Code, § 65865, the County has adopted Ordinance #946 establishing procedures and requirements for the approval of development agreements, and Ordinance #1158 applicable to renewable energy development agreements specifically (see Inyo County Code Titles 20 "Development Agreements" and 21 "Renewable Energy Development"). Developer has applied to the County pursuant to Gov. Code, §§ 65864 to 65869.5 and pursuant to the Inyo County Code for approval of this Agreement.

B. The Parties desire to enter into this Agreement in order to facilitate the development of certain property known as the Wiley Property, owned in fee simple by the Owner (the "Property") in which Developer holds a leasehold interest, which Property and Development are more fully described in Exhibit A and shown on the map set forth in Exhibit B, both attached to this Agreement. The offsite transmission line (gen-tie) alignment and stormwater retention basins, which are located outside of the solar development area, are described in the Plan of Development which is attached as Exhibit C. The proposed development of the Property consists of two geographic areas, a 400 megawatt (MW) Region I (the "Region I Development") and a 100 MW Region (the "Region II Development"), collectively resulting in the construction of a 500 MW photovoltaic (PV) electricity generating system and associated facilities including an onsite substation, operations and maintenance center, and generation-tie line interconnecting to the Trout Canyon Substation (the "Development").

C. The County has conducted duly noticed public hearings on this proposed Agreement pursuant to Gov. Code, § 65867 and Ordinance #946 and has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs

specified in the County's General Plan as amended by the General Plan Amendments referenced below ("General Plan"). Prior to or concurrently with its approval of this Agreement, the Board of Supervisors of the County ("Board of Supervisors") has also approved: (a) the Programmatic Environmental Impact Report ("PEIR"), *Renewable Energy General Plan Amendment*, State Clearinghouse No. 2014061039, dated March 2015 and approved pursuant to County Resolution No. 2015-26; and (b) an Addendum to the PEIR, _____ approved pursuant to County Resolution No. _____. This Agreement and any subsequent discretionary approvals that may be required by the County for the Region I Development as contemplated in Section 6 shall be referred to herein as the "Region I Development Approvals."

D. The Region I Development of the Property, which is located within the *Eastern Solar Energy Group* and designated by the County's General Plan as the "*Charleston View Solar Energy Development Area*" ("SEDA"), has been found by the County to provide substantial public benefits and help attain certain public objectives, including without limitation: (a) the further development of a fire station in the community of Charleston View within the County, which will provide fire protection and emergency services to the community of Charleston View and outlying areas; and (b) providing the County and public with additional revenue from economic activity associated with the Development as specified in this Agreement.

E. Certain development risks and uncertainties associated with the long-term nature of the Region I Development could discourage and deter Developer or any subsequent owner or lessee of the Property from making the long-term commitments necessary to fully develop the Property. Therefore, the parties desire to enter into this Agreement in order to reduce or eliminate uncertainties to such Region I Development over which the County has control.

F. The Region I Development and the use that Developer proposes in connection with the Property have been extensively reviewed and considered by the County and its officers, agencies and departments, and such proposed Development and use have been found to accommodate the County's recommendations and suggestions in order to protect the public's interest and to enhance the desirability, from the public's perspective, of such proposed Development and use.

G. As permitted by law, the County and the Developer desire to establish design and development standards for the entire build-out period of the Region I Development, including with respect to the permitted uses for the Region I Development, and to identify the scope of public infrastructure improvements and/or contributions to be required for, and as a result of, the Region I Development.

H. The County recognizes that Developer may sustain substantial losses if the County were to default in its obligations or commitments herein undertaken, including without limitation the substantial investment made by Developer to plan and obtain entitlements for the Region I Development.

I. The County, by electing to enter into contractual agreements such as this Agreement,

acknowledges that the obligations of the County shall survive beyond the term or terms of the present Board of Supervisors members, that such action will serve to bind the County and future Boards of Supervisors to the obligations thereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of the County. By approving this Agreement, the Board of Supervisors has elected to exercise certain governmental powers at the time of entering into this Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have been found to be fair, just and reasonable, and the County has concluded that this Agreement will serve the best interests of its citizens and the public health, safety and welfare will be best served by entering into this obligation. The County acknowledges that Developer might not consider or engage in the Region I Development without the assurances of development entitlements that this Agreement is designed to provide.

J. This Agreement will facilitate the development of the Property in accordance with the Region I Development Approvals by providing the Developer and its creditors with a greater degree of certainty of the Developer's ability to expeditiously and economically complete the Region I Development, and the parties agree that the consideration to be received by the County pursuant to this Agreement and the rights secured to the Developer hereunder constitute sufficient consideration to support the covenants and agreements of the County and the Developer. By entering into this Agreement, the County desires to allow the Region I Development pursuant to this Agreement, the land-use ordinances, rules, regulations and policies applicable on the "Effective Date," as defined in Section 4 as amended, if at all, by this Agreement and, pursuant to this Agreement, to vest in Developer, to the fullest extent possible under the law, all possible development entitlements in order to complete the Region I Development.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. *Binding Effect of Development Agreement.* This Agreement pertains to the Property as described in Exhibits A, B and C. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the parties to this Agreement and constitute covenants that run with the Property. In order to provide continued notice thereof, this Agreement will be recorded by the Parties. Upon the acquisition or lease by Developer of a legal or equitable interest in any additional property necessary for the Development (the "Additional Property"), the Additional Property may become part of the Property as defined in this Agreement upon approval by the Board of Supervisors of Inyo County (the "Board") following any required environmental review. In such event, the County and the Developer shall amend the legal description and depiction of the Property attached hereto as Exhibits A and B and the Plan of Development attached as Exhibit C to add the Additional Property.

2. *Relationship of the Parties.* It is hereby specifically understood and acknowledged that the Development is a private project and that the County, the Owner and the Developer will not be

deemed to be the agent of the other for any purposes whatsoever.

3. *Reservations and Dedications.* It is hereby further understood and agreed that no reservations or dedications of land will be required by the County during the Term of this Agreement (as herein defined) except as may be otherwise agreed to in a separate writing signed by the County and Developer.

4. *Term.* (a) The "Effective Date" of this Agreement shall be the date on which the County adopts its ordinance approving same, with the understanding that Developer shall execute this Agreement prior to its submittal to the Board of Supervisors for approval.

(b) The term ("Term") of this Development Agreement is 50 (fifty) years from the Effective Date, plus the number of months, not to exceed six (6) months without the express written approval of the County Board of Supervisors, from the Effective Date required to accomplish building permit approval to begin construction of Region I of the Development, and subject to earlier termination as hereinafter provided. Unless otherwise specified, the obligations herein and the rights herein shall remain in full force and effect throughout the Term.

(c) The County may terminate this Agreement prior to expiration of the Term pursuant to Section 20 of this Agreement.

(d) The Developer may terminate this Agreement prior to expiration of the Term pursuant to Section 16(c) or Section 20 of this Agreement.

5. *Development Approval.* The following elements of the Region I Development are hereby approved:

(a) *Permitted Uses of the Property.* The Parties agree that the Region I Development as set forth and conditioned in the Region I Development Approvals, including this Development Agreement, is a permitted use of the Property. The County agrees to allow those uses on the Property, subject as described in Exhibit C (Plan of Development) and subject to the terms and conditions of Exhibit D (Conditions of Approval) of this Agreement.

(b) Upon termination of this Agreement due to default under Section 20, or due to invalidation by final judgment of a court under Subsection 21 wherein the terms of Exhibits C and D are severable from the invalidated portions, Exhibits C and D shall survive as a Renewable Energy Permit ("REP") that runs with the Property provided that: (i) Developer has made or thereafter makes all Contributions specified in Section 10(a)(i), does not request a refund or credit thereof; (ii) Developer complies with such other discretionary approvals as County determines are required under then-existing regulations to develop the Region I Development without the benefit of the remainder of this Agreement; and (iii) subject to the right of the County to take appropriate action

to abate any public nuisance and to enforce all laws and conditions of approval applicable to the Development. If Exhibits C and D survive as a REP under this Section 5(b), Developer's obligation to make the In-Lieu Payment under Section 10(a)(iii) shall likewise survive the termination or invalidation of this Agreement and shall continue, as to Region I, for so long as the REP remains in effect and a Solar Exclusion is applied to the Region I Development, on the same terms as if this Agreement had remained in effect; provided, however, that payment of the In-Lieu Payment shall not be a condition to the survival or continued effectiveness of the REP, and failure to pay the In-Lieu Payment shall not be a basis for the termination, revocation or suspension of the REP, but shall be enforceable solely by an action to recover the amount due as provided in Section 10(a)(iii). Nothing in this Agreement shall be construed to prohibit uses other than the Region I Development on the Property, provided such other uses conform to the ordinances, regulations, and standards of the County as they may from time to time be amended. The vested rights granted to Developer under this Agreement apply only to the Region I Development as described in the Region I Development Approvals. This Agreement shall run with the land.

(c) *Development Standards.* The County agrees to allow development of the Region I Development in accordance with the Region I Development Approvals and Existing Development Regulations (as defined in Section 9 of this Agreement); provided that the combined Region I Development and Region II Development shall not exceed the MW limit set forth in the Inyo County General Plan or 2,400-acres of land and that the Region I Development conforms to the designs set forth in the Region I Development Approvals except for minor modifications determined to be necessary during the course of building permit application plan check and construction which are mutually acceptable to the County and the Developer.

(d) Adjustment of Region Boundary. The Parties acknowledge that the boundary between the Region I Development and the Region II Development shown in Exhibit B is approximate and may require adjustment during final design. Upon the written request of Developer, the Planning Director may approve an adjustment of that boundary as an Administrative Amendment pursuant to Section 11(b), without amendment of this Agreement, provided that: (i) the adjusted Regions I and II Development remain entirely within the Property and within the area analyzed in the PEIR and Addendum, and the adjustment does not result in any new or substantially more severe significant environmental impact requiring subsequent or supplemental environmental review under Pub. Resources Code, § 21166; (ii) the nameplate generating capacity of the Region I Development does not exceed 400 MW, and the combined Region I Development and Region II Development continue to comply with Section 5(c); (iii) the adjustment does not alter the Contribution under Section 10(a)(i) or any other obligation of Developer under this Agreement; and (iv) a conforming adjustment is concurrently approved under the development agreement or other County approval governing the Region I Development. Upon approval, the Parties shall update Exhibits A, B and C to reflect the adjusted boundary. Any adjustment that does not satisfy each of the foregoing conditions shall require an amendment of this Agreement pursuant to Section 14.

(e) Setbacks. Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Region I Development shall be those shown in the Plan of Development (Exhibit

C), which are hereby established as the development standards for the Region I Development in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. The setback standards established by this Section 5(e) are also set forth as a Condition of Approval in Exhibit D and shall survive as part of the REP pursuant to Section 5(b).

6. *Processing of Application and Permits.* The County and its officers, agencies and departments shall not unreasonably delay the processing of any application for the Region I Development Approvals or any permit or approval necessary to commence or complete the Region I Development. The County shall not use its authority in considering any application for any discretionary or ministerial approvals that may be necessary for the Development to change the policy decisions reflected by the Region I Development Approvals or otherwise to prevent or unreasonably delay development of the Region I Development as set forth in the Region I Development Approvals. Instead, any subsequent approvals shall be deemed to be tools to implement those final policy decisions represented by the Region I Development Approvals. The scope of the review of applications for subsequent approval, if any, shall be limited to a review of substantial conformity with the Existing Development Regulations (as defined in Section 9 of this Agreement) and this Agreement, and compliance with the California Environmental Quality Act. If it is determined that any subsequent, discretionary approvals are required from the County to develop the Project, then upon issuance such approvals shall be automatically incorporated into the definition of "Region I Development Approvals" as used in this Agreement.

7. *Building Permits.* It is understood by the Parties that pursuant to the County's Building Code, building permit applications and issued building permits may not remain valid for the term of this Agreement, but only for the term set by the Building Code. Accordingly, the Developer shall have the right to file new building permit applications for the Region I Development or any portion thereof where such previously approved building permit applications or issued building permits have expired. Any such new building permit applications filed for the Region I Development shall be reviewed in accordance with this Agreement and the Existing Development Regulations (as defined in Section 9 of this Agreement).

8. *Development Review.* Nothing set forth herein shall impair or interfere with the right of the County to require the processing of building or grading permits as required by law and to conduct its development review of any specific improvements proposed for the Region I Development pursuant to the applicable provisions of Chapter 14 of the County's Code and the California Building Code (the "Building Regulations") that are in effect as of the Effective Date; provided, however, no such review shall authorize or permit the County to impose any condition and/or withhold approval to any proposed permit the result of which would be inconsistent with any term or provision of this Agreement unless the purpose of such condition is to ensure the Region I Development complies with the Building Regulations, including the California Building Code as same may be amended or updated from time to time by the State of California, and the County's grading regulations.

9. *Vesting of Development Rights.*

(a) *General Statement.* As a material inducement to Developer to continue with diligent efforts to promote the development of the Property, the County desires to cause all development rights which may be required to develop to completion the Property with the Region I Development consistent with the Region I Development Approvals, to be deemed vested in Developer for the benefit of the Property, as of the Effective Date of this Agreement, to the greatest extent permitted by law, and to be free of all discretionary rights of the County or any body or subsequent building moratorium, ordinances, rules, regulations, policies or restrictions on development that are inconsistent with this Agreement. Notwithstanding the foregoing, nothing set forth in this Agreement shall be deemed to require Developer to commence or complete the Region I Development; provided, however, that notwithstanding Section 13, and subject to Sections 17, 19 and 20, Developer shall commence the Region I Development within five years of the Effective Date, which period the Planning Director may extend on a showing that Developer is diligently pursuing the Region I Development.

(b) *Existing Rules to Govern.* In accordance with the terms of Gov. Code, § 65866 and Title 20 of the Inyo County Code, the County and Developer agree that the General Plan provisions, ordinances, rules, regulations and official policies of the County in effect as of the Effective Date governing the design, density, permitted land uses, improvement and construction standards applicable to the Development (collectively, the "Existing Development Regulations") shall govern the Region I Development and the Property utilized in the Region I Development during the Term of this Development Agreement. The County shall not, in subsequent actions applicable to the Region I Development, apply general plan provisions, ordinances, rules, regulations and policies that conflict with or impose additional requirements on the Developer not provided within the Existing Development Regulations, except with the mutual consent in writing of the County's Planning Director and the Developer or as required by law. Except as otherwise provided in this Agreement, no amendment to or revision of, or addition to any of the Existing Development Regulations without the mutual consent in writing of the County Board of Supervisors and the Developer, whether adopted or approved by any office, board, commission or other agency of the County, shall be effective or enforceable by the County with respect to the Region I Development, its design, grading, construction, use or occupancy, schedule or development. Developer reserves the right to challenge in court any such future amendment to or revision of, or addition to any of the Existing Development Regulations that would conflict with this Agreement or reduce the development rights provided by this Agreement.

(c) *Copies of Existing Development Regulations.* Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Development Regulations, one (1) set for County and one (1) set for Developer, as listed in Exhibit E. If it becomes necessary in the future to refer to any of the Existing Development Regulations, the documents listed in Exhibit E and provided to the County and Developer are presumed for all purposes of this Agreement, absent clear clerical error or similar mistake, to constitute the Existing Development Regulations.

(d) *Exclusions from "Existing Development Regulations."* As used in this Agreement, "Existing Development Regulations" shall not include laws and regulations that do not conflict with Developer's vested rights to develop and use the Property in accordance with this Agreement. Developer and its successors and assigns and all persons and entities in occupation of any portion of the Property shall comply with such nonconflicting laws and regulations as may from time to time be enacted or amended hereafter. Specifically, but without limitation on the foregoing, such nonconflicting laws and regulations include the following, and as same may be modified or amended:

(i) Local taxes, assessments, fees and charges of general applicability, including charges for County staff time monitoring or inspecting the Region I Development and County-wide or area-wide property tax changes, but excluding County-imposed taxes, assessments, fees and charges that apply exclusively to the Property, the Region I Development, or the technology comprising the Region I Development, and excluding contributions as provided for in Section 10(a)(i), which are governed by that Section. Nothing in the foregoing or this Agreement shall be read or interpreted as exempting Developer or Owners from changes in property tax laws or rules as set forth in State law, including but not limited to, any change in the new construction exclusion applicable to active solar energy systems under California Revenue and Taxation Code section 73 or any successor thereto;

(ii) Building, electrical, mechanical, fire and similar codes based upon uniform codes adopted by the State of California or by Inyo County;

(iii) Laws, including zoning code provisions, which regulate the manner in which business activities may be conducted or that prohibit any particular type of business activity on a county-wide basis, except as provided for in Section 9(e);

(iv) Procedural rules of general county-wide application; and

(v) State or federal laws or regulations which prevent or preclude compliance with one or more provisions of this Agreement.

(e) *Subsequent "Slow/No Growth" Measures or Moratoria.* Consistent with (a) and (b), above, the County and Developer specifically agree that any subsequently enacted initiatives, referendums, laws, ordinances, regulations, or rules, or amendments to the County's General Plan and/or Zoning Code, that contain "slow/no growth" measures or moratoria, or that by their terms are intended to, or by operation have such effect or that otherwise conflict with the terms of this Agreement, or limit the timing or phasing of the Development shall have no application to the Region I Development, except as may be required by law. The provisions of this Section 9(e) shall not affect County's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations. Notwithstanding any such measures, the mitigation measures required for the Region I Development are limited to those established by the

environmental documents applicable to the Region I Development and the Development Approvals unless otherwise consented to by the Developer.

(f) *Timing of Development;* Pardee *Finding*. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that those infrastructure phasing requirements and/or timelines required by the Region I Development Approvals shall apply, and the County may not impose restrictions on the timing of the Region I Development by ordinance, initiative, resolution, policy, order or otherwise other than those restrictions that are provided for in the Region I Development Approvals and Existing Regulations, except as may be mutually agreed by the parties.

10. *Environmental Compliance, Mitigation Measures and Community Benefit.*

(a) *Obligations and Contributions of the Developer for Mitigation Measures and Community Benefit Contribution.* The PEIR and the Addendum to the PEIR (Addendum) for this specific Development are incorporated herein by reference as though fully set forth at length. The County and the Developer acknowledge that the PEIR and Addendum identify certain mitigation measures applicable to the Region I Development. The County and Developer further acknowledge that Chapter 21 of the Inyo County Code states that various community impacts (e.g., quality of life, economic and social impacts) should be evaluated and addressed. Developer desires and agrees to implement the mitigation measures pursuant to the terms of the PEIR and Addendum, and to implement the community impact measures identified herein, provided that the Developer proceeds with the Region I Development and commences construction. Developer's obligations with regard to the contribution to community benefits are further described in the following paragraphs. As used in this Section 10(a), "Off-Site" means outside of the Property and the public right-of-way bordering on the Property. In no event shall a failure to comply with implementation of a mitigation measure or condition within the Region I Development constitute a failure to comply with implementation of that mitigation measure or condition within the Region II Development, and vice versa.

(i) *Mitigation and Community Impact Contribution.* In addition to the mitigation measures set forth in the Development Approvals and/or the Decommissioning Plan applicable to the Region I/II Development, which are hereby incorporated by this reference, the Developer agrees to provide the following contribution to the County for ultimate distribution to Southern Inyo Fire Protection District to construct, supply and maintain a firehouse in Charleston View (the "Contribution"):

> A Contribution in the amount of **$2,000,000** to be paid to Inyo County prior to issuance of a building or grading permit, whichever occurs first, for the Region I Development to be distributed by the County to the Southern Inyo Fire Protection District (the "District"), as determined by agreement between the County and the District, to support the District's construction and maintenance of a firehouse in the Charleston View area and purchase and

maintenance of firefighting equipment.

(ii) Only the specific Contribution set forth in Section 10(a)(i) shall apply to the Region I Development, except as otherwise explicitly permitted by this Section 10(a)(ii). No increase in Contribution charged to the Region I Development as provided for in this Agreement that is adopted after the Effective Date shall apply to the Region I Development unless consented to by the Developer; provided, however, that if, after the Effective Date, the County decreases the rate of any of the Contributions required under this Agreement, then Developer shall pay the reduced Contributions in effect at the time of payment.

(iii) Payment in Lieu of Excluded Property Taxes. If during the Term the Inyo County Assessor applies to the assessment of the Region I Development a new construction exclusion or exemption under Revenue and Taxation Code section 73 or any successor or similar statute specific to solar or renewable energy generating facilities (a "Solar Exclusion"), so that value of the improvements and fixtures comprising the Region I Development that would otherwise be enrolled is not enrolled (the "Excluded Value"), Developer shall pay the County, for each fiscal year in which the Solar Exclusion is so applied, an in-lieu payment equal to one percent (1%) of the Excluded Value (the "In-Lieu Payment"). For purposes of this Section 10(a)(iii), improvements and fixtures shall be attributed to the Region I Development based on the Region within which they are physically located, as shown on Exhibits A, B and C (as the same may be adjusted pursuant to Section 5(d)). The County shall allocate each In-Lieu Payment it receives among the County general fund and the school districts, special districts and other taxing agencies within the applicable tax rate area in the same proportions in which revenue from the one percent general levy on the Excluded Value would have been apportioned for that fiscal year had no Solar Exclusion applied, or in such other manner as is consistent with applicable law, provided, however, that County shall refund Developer to the extent County's allocation to the school districts, special districts and other taxing agencies by operation of this Agreement is prohibited by law. "Solar Exclusion" does **not** include any of the following, provided they are generally applicable and not specific to solar facilities such as the Development: (a) any change in the classification or valuation methodology of any property adopted by the Assessor, the State Board of Equalization, or by statute or regulation; or (b) any generally applicable exclusion or exemption. A decline-in-value reassessment also does not constitute a Solar Exclusion. The Excluded Value shall be determined by the Assessor, and adjusted from year to year, in the same manner as if the excluded property had been enrolled, including the annual inflation adjustment and any reduction for decline in value, removal or decommissioning. The County shall deliver a written statement of the Excluded Value and calculation to Developer annually; if Developer disputes the statement and the Parties cannot resolve the dispute within sixty (60) days, the disputed value shall be determined by an independent qualified appraiser mutually selected by the Parties, whose determination shall be binding. The In-Lieu Payment shall be paid in installments on the dates property taxes are due for that fiscal year (or sixty (60) days after resolution of a dispute, if later), shall be reduced by any other in-lieu or community benefit

payment made to the County for that year under this Agreement (other than the Contribution), and shall not in any year exceed the revenue from the one percent general levy that would have been payable on the Excluded Value had no Solar Exclusion applied. The obligation ceases as to Region I when the Excluded Value is enrolled, when Region I ceases commercial operation and begins decommissioning, or upon expiration or termination of this Agreement; provided that if Exhibits C and D survive as a REP under Section 5(b), the obligation shall survive as provided in Section 5(b) and shall instead cease when the REP expires or is terminated. The In-Lieu Payment is not a Contribution for purposes of Sections 9(d)(i), 10(a)(i), 10(a)(ii), 10(b), 20(c) or 21 and may be used by the County for any lawful purpose. Failure to pay an undisputed In-Lieu Payment within forty-five (45) days after written notice from the County (with a copy to each Mortgagee under Section 24(a)) is enforceable solely by an action to recover the amount due with interest at the legal rate under Section 20(d), and shall not be a basis for termination of this Agreement or of the REP under Section 5(b). The In-Lieu Payment runs with the Property under Section 1; a transferor is released under Section 12 for payments accruing after transfer, and Mortgagees and Purchasers are liable only as provided in Section 24(c).

(b) *Obligations of the County for Community Impact Contributions.* The County agrees to use the Contribution for the purposes stated above in Subsection (a)(i) of this Section 10 and to do so in a reasonably expeditious manner depending on the availability of sufficient funding and on priorities established jointly by the County, the District and the Charleston View community. County shall not expend, nor irrevocably commit to expend, the contributions for a period of ninety (90) calendar days following approval of the Region I Development Approvals. Except for the payment of the amounts set forth in Subsection (a)(i), and payment to perform those additional mitigation measures set forth in the Region I Development Approvals and Region I Decommissioning Plan, Developer shall have no obligations concerning the implementation or the funding or the construction of any measure required to mitigate any adverse environmental or community impact resulting from the Region I Development, except for the payment of taxes, assessments, and fees established by ordinance of the Board of Supervisors or any government body with jurisdiction, the revenues of which may be used for such purposes; provided, however, in the event of the formation of a special assessment district designed to raise revenue to pay for any of the costs of any improvement resulting in an assessment on the Property, Developer or its successor in interest in the Property shall receive credit for the payment of the assessment on the Property to the extent of the contribution to that improvement paid by Developer. Nothing in this agreement is intended to limit Developer's obligation to comply with reasonable conditions imposed by the County in its approval of the Region I Site Plan regarding traffic circulation and public improvements on the Property and in the public right-of-way bordering the Property.

(c) *Subsequent Environmental Review.* In exercising its legislative discretion to enter into this Agreement and to commit the County to the completion of the Region I Development, the County has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated project, including, without limitation, the potential demands the Region I

Development will make on local and regional streets, highways, parks and recreation areas, water capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. The County has further reviewed and considered from a variety of perspectives, and has analyzed pursuant to a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Region I Development for available capacities and cumulatively add to potential adverse impacts. In so doing, the County has considered, among other things, the possibilities that:

(i) Federal, local, regional and state plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure systems may be delayed, modified or abandoned;

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by the County and other local agencies; and

(iii) Regional and Development-generated demands on infrastructure and utility improvements to be constructed as a part of the Region I Development may exceed in either the short-run or the long-run the allocated capacities for such demands.

After assessing these and other potential adverse environmental impacts associated with the development of the Property, the County has imposed mitigation measures through the PEIR, the Addendum, and this Agreement, to the fullest extent the County considers feasible and necessary to the Region I Development. The County has determined that the public benefits of the Region I Development and in this Agreement will provide the mitigation measures needed to contribute to alleviating short-term and long-term potential adverse impacts of the Region I Development that may arise during the development period; therefore, the County agrees, consistent with Pub. Resources Code, § 21166, that no subsequent or supplemental EIR shall be required by the County for any subsequent discretionary approvals related to the Development except as set forth in that section.

11. *Amendments to Development Approvals.* Notwithstanding any other provision of this Agreement, Developer may seek and County may review and grant amendments or modifications to the Region I Development Approvals subject to the following:

(a) The Region I Development Approvals may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer (at its sole discretion). The permitted uses of the Property, the intensity of use, the maximum height and size of the proposed buildings, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments to the Region I Development Approvals shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. The County shall not request, process or consent to any amendment to the Region I Development Approvals that would affect the Property or the Region I Development without Developer's prior written consent except as required to comply with the Existing Development Regulations or federal or state laws preempting

the Existing Development Regulations.

(b) Upon the request of Developer for an amendment or modification of the Region I Development Approvals or upon County initiation of an amendment or modification with Developer's consent, the County shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Region I Development as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Existing Development Regulations. If the County finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Existing Development Regulations, the amendment or modification shall be determined to be an "Administrative Amendment," and the County may approve the Administrative Amendment, without public notice or a public hearing, if none is required by the Existing Development Regulations or federal or state laws preempting the Existing Development Regulations. Any request of Developer for an amendment or modification to the Region I Development Approvals, or that is initiated by the County with Developer's consent, that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Existing Development Regulations and this Agreement.

12. *Assignment: Release.* This Agreement shall not be severable from Developer's interest in the Property and the Region I Development. Any transfer of a portion of the Property shall automatically operate to transfer the benefits and burdens of this Agreement in respect of such portion. Developer shall have the right to sell, assign, pledge as security or transfer all or any part of its interest in the Property along with all of its right, title and interest in and to all or any part of this Agreement to any person, firm or corporation at any time during the term of this Agreement without the consent of the County. Provided that Developer has provided the County with notice of such transfer, upon the sale, transfer or assignment of Developer's interest in all or any portion of the Property or the Region I Development, Developer shall be released from its obligations under this Agreement arising subsequent to such transfer in respect of the transferred portion. The County agrees to execute any documents reasonably required by an assignee, transferee, lender or other party confirming the rights of such party under this Agreement or providing notices of default and rights to cure for the benefit of such parties.

13. *Periodic Review of Compliance.* In accordance with Gov. Code, § 65865.1, the Planning Director shall review this Agreement at least once each calendar year hereafter. At such periodic reviews, Developer may be asked to demonstrate its good-faith compliance with the terms of this Agreement. In such cases, Developer agrees to furnish such evidence of good-faith compliance as the County, in the reasonable exercise of its discretion and after reasonable notice to Developer, may require. Developer shall be deemed to be in good-faith compliance with this Agreement if the County is not entitled by the terms and provisions of this Agreement to terminate this Agreement. It is understood that Developer is not under any obligation to commence construction of the Region I Development within any time period or at all, and that nonconstruction of the Region I Development is not a basis for the County to determine that Developer is not in good-faith compliance with this Agreement.

14. *Amendment or Cancellation.* Except as otherwise provided for herein, this Agreement may be amended or canceled in whole or in part only by mutual consent of the County or the Developer, or their successors in interest, and in the manner provided in Gov. Code, §§ 65865.1, 65867, and 65867.5.

15. *Enforcement.* Unless amended or canceled as provided in this Agreement, this Agreement shall continue to be enforceable by County or Developer, notwithstanding any change or other regulations adopted by the County that alter or amend the rules, regulations or policies applicable to the Region I Development.

16. *Supersession of Agreement by Changes in State or Federal Law.* In the event that Developer or County determines that state or federal laws, ordinances, rules, policies or regulations or the laws, ordinances, rules, policies, or regulations of any other governmental or quasi-governmental entity are enacted after the Effective Date of this Agreement, or the action or inaction of any other affected governmental jurisdiction prevents or precludes compliance with one or more provisions of this Agreement, or imposes a requirement on the Region I Development materially different than as otherwise contemplated by this Agreement, or requires changes in plans, maps or permits approved by the County or the development standards set forth in this Agreement, they shall:

(a) Provide the other Party (i.e., County or Developer) with written notice of such restriction, together with a copy of the applicable law, rule, regulation or policy and a statement in reasonable detail setting forth the conflict of same with the provisions of this Agreement; and

(b) Promptly meet and confer with the other Party in good faith and make a reasonable attempt to modify or suspend this Agreement if necessary to comply with such law, ordinance, rule, policy or regulation. Thereafter, regardless of whether the County and Developer reach agreement on the effect of such law, ordinance, rule, policy or regulation upon this Agreement, the matter shall be scheduled for a hearing before the Board of Supervisors upon 30 days' notice, for the purposes of determining the exact modification or suspension, if any, that is required by such law, ordinance, rule, policy or regulation. It is the express intent of the Parties to modify the Agreement to allow for the development of the Region I Development in as close conformity to the terms and conditions of this Agreement as reasonably possible. Nothing herein shall preclude Developer from challenging the conflicting law, rule, regulation or policy.

(c) Notwithstanding Sections 16(a) and (b), in the event that state or federal law operates to frustrate irremediably and materially the vesting of development rights to the Region I Development as set forth in this Agreement, Developer may terminate this Agreement. Developer shall provide County with written notice at least sixty (60) calendar days prior to date of proposed termination referencing the state or federal law(s) in question and explaining how such law(s) irremediably and materially frustrate the vesting of development rights under this Agreement. County shall have thirty (30) days from receipt of the notice to assess the law and the facts and to notify the Developer in writing of its determination. If the County and the Developer agree that the state or federal law operates to frustrate the vesting of development rights materially and

irremediably, then this Agreement shall terminate as provided in Developer's notice. If the County does not agree with the determination, then the County and Developer shall submit the matter to an independent third-party expert mutually selected by them (such as a land use attorney or mediator) and abide by that expert's determination

17. *Enforced Delay and Extension of Times of Performance.* In addition to specific provisions of this Agreement, performance by either the County or Developer hereunder shall not be deemed to be in default where delays or defaults are due to:

(a) War, insurrection, civil commotion, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, acts of God, governmental restriction, litigation (including, without limitation, litigation contesting the validity, or seeking the enforcement or clarification of, this Agreement whether instituted by Developer, the County or any other person or entity), acts or failures to act of any governmental agency or entity;

(b) Inability to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor or supplier; or

(c) Inability to obtain and consummate necessary financing, or delays of any lender or third party relating thereto.

An extension of time in writing for any such cause shall be granted for the period of the enforced delay, or longer as mutually agreed upon, which period shall commence to run from the time of commencement of cause.

18. *Notices.* Any notice or instrument required to be given or delivered to any Party to the Agreement may be given or delivered by depositing the same in the United States mail, certified mail, postage prepaid, addressed to:

County:

Inyo County Counsel
P.O. Drawer M
Independence, CA 93526; and

Inyo County Planning Director
P.O. Box L
Independence, CA 93526

Developer:

Bonanza Peak Solar, LLC,
a Delaware limited liability company

5051 Westheimer Blvd., Suite 1400
Houston, TX 77056
Attn: Legal Department
legal@hanwhaenergyusa.com

Owners:

Mary Lee Wiley Living Trust; Section 20, LLC, and Mary Jane Christensen

c/o Steven R. Scow, Esq.
612 S. 7th Street
Las Vegas, NV 89101
Phone: (702) 385-7269
Email: scowlaw@aol.com

Notice of a change of address shall be delivered in the same manner as any other notice provided herein, and shall be effective three days after mailing by the above-described procedure.

19. *Default and Remedies.*

(a) *Developer's Default.* Developer shall be in default under this Agreement upon the happening of one or more of the following events or conditions:

(i) If a material warranty, representation or statement made or furnished by Developer to the County is false or proves to have been false in any material respect when it was made;

(ii) A finding and determination by the Planning Director (or designee) that upon the basis of substantial evidence, Developer has not complied in good faith with a material requirement of this Agreement or the Region I Development Approvals; or

(iii) An express repudiation, refusal or renunciation of this Agreement, if the same is in writing and signed by the Developer, mailed first-class, postage prepaid, to the County Planning Director, with a copy to any Mortgagee under Section 24, except for the case of mutual agreement to terminate this Agreement pursuant Section 14.

(b) *County's Default.* The County shall be in default under this Agreement if it shall:

(i) fail to comply in good faith with the requirements hereof regarding the permitted development standards and uses specified herein; or

(ii) expressly repudiate, refuse or renounce this Agreement in writing.

20. *Procedure Upon Default.*

(a) Notwithstanding any provision of this Agreement to the contrary, except for Developer's default under Section 19(a)(iii), Developer shall not be deemed to be in default under this Agreement, and the County may not terminate Developer's rights under this Agreement, unless the County shall have first delivered a written notice of any alleged default to Developer and to any Mortgagee as required by Section 24(a), which shall specify the nature of such default. Except for Developer's default under Section 19(a)(iii), if such default is not cured by Developer within 45 calendar days of service of such notice of default, or with respect to defaults that cannot be cured within such period, Developer fails to commence to cure the default within 45 days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the County may terminate Developer's rights under this Agreement. Upon the occurrence of a default by the County, as described in Section 19(b)(i), Developer shall give written notice to the County specifying the nature of such default. If the County has not cured such default within forty-five (45) calendar days of such notice, or such additional period as may be agreed upon by the County and Developer or, with respect to defaults that cannot be cured within such period, County fails to commence to cure the default within forty-five (45) days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the Developer may terminate County's rights under this Agreement. The occurrence of a default by the County under Section 19(b)(ii) above shall, at the option of Developer, and upon written notice to the County, immediately constitute an event of default by the County.

(b) In the event a breach of this Agreement occurs by any Party, irreparable harm is likely to occur to the nonbreaching Parties and damages are an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that specific enforcement of this Agreement is the proper and desirable remedy.

(c) In the event this Agreement is terminated by the County or Developer pursuant to Section 20(a), if any Contribution has been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, then County shall give to Developer a refund of the portion of the Contribution remaining (and not irrevocably committed) in any segregated County account into which such Contribution was deposited, along with interest which has accrued, if any. To the extent the Contribution made by or on behalf of Developer was not deposited, or no longer is, in the segregated County account, or has been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution, along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region II Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 20(c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region I Development, but excluding the Region II Development. In the event that grading and/or building

permits for the Region I Development have been issued for all or a portion of Region I at the time of any termination of this Agreement pursuant to Section 20(a), then any such refund or credit shall be limited to the amount paid by Developer that exceeds, on a pro rata basis, the proportion of the Property so permitted for grading and/or building by Developer for the Region I Development to the entire Region I Development. In such event, Developer shall not be obligated to pay any further Contribution not already paid as of the date of termination, except as may be necessary to reach the pro rata amount, unless Developer and County agree to additional terms and approvals pursuant to which Developer may proceed to develop the remainder of the Region I Development.

(d) In no event shall either the County or Developer, or their boards, commissions, officers, agents or employees, be liable in damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to any Party for a breach or violation of this Agreement by another Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

(e) In the event this Agreement is terminated by County or Developer pursuant to Section 20(a), the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met.

21. *Effects of Litigation*.

(a) In the event that litigation is timely instituted, and a final judgment is obtained which invalidates in its entirety this Agreement, and subject to Section 22(b), Developer and County shall have no obligations whatsoever under this Agreement, and Developer shall either (i) unless otherwise addressed through the process specified in Section 5(b), apply for and obtain approval from the County for new entitlements that would authorize the Region I Development, or a modified version of the Region I Development, that does not conflict with the final judgment that invalidated this Agreement in its entirety; or (ii) at Developer's election, or in the event the County rejects Developer's application for new entitlements under the preceding clause, abandon the Region I Development and, to the extent necessary, promptly restore/decommission the Property as set forth in the Decommissioning/Reclamation Plan. If grading and/or building permits for the Region I Development have not yet been issued by County at the time of invalidation, then the provisions of Subsections (b) and (c) of this Section 21 shall apply.

(b) If any Contribution(s) have been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, County shall give to Developer a refund of the portion of the Contribution(s) remaining (and not irrevocably committed) in any segregated County account into which such Contribution(s) were deposited, along with interest which has accrued, if any.

(c) To the extent the Contribution(s) made by or on behalf of Developer were not deposited, or no longer are, in the segregated County account, or have been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution(s), along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region II Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 21 (c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region I Development, but excluding the Region II Development.

(d) In the event of invalidation of this agreement by final judgment of a court, the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met, in accordance with and subject to Section 21(e).

(e) In the event of partial invalidation of this Agreement under Section 21(d) pursuant to which only a portion of the Region I Development may or is determined by the County and Developer to be developed, County shall refund to Developer under Sections 21 (c) and (d) any Contribution made by Developer under Section 10(a)(i) for the Region I Development that exceeds, on a pro rata basis, the proportion of the Property unaffected by the partial invalidation to the entire Region I Development.

22. *Legal Challenge*. The Developer shall defend, indemnify and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding to attack, set aside, void or annul the Development Approvals (including this Agreement) or any individual approval, regardless of whether the Development Approvals (including this Agreement) are invalidated or affirmed by the court.

(a) The County will promptly notify the Developer of the claim, action or proceeding and will cooperate fully in the defense. Notwithstanding the above, the County reserves the right to prepare its own defense. This Section 22 shall survive the termination or expiration of this Agreement

(b) County shall cooperate in good faith with Developer to uphold the validity and enforceability of this Agreement in the case of legal challenge. If this Agreement is adjudicated or determined to be invalid or unenforceable, County and Developer agree, subject to all legal requirements, to consider modifications to this Agreement to make it valid and enforceable to the extent permitted

by applicable law.

(c) The filing of any third-party lawsuit(s) against County or Developer relating to the Development Approvals or other development issues affecting the Property shall not delay or stop the development, processing or construction of the Region I Development unless the third party obtains a court order preventing the activity.

(d) In the event of a court order issued as a result of a successful legal challenge, County shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Region I Development and avoid or minimize to the greatest extent possible (i) any impact to the development of the Region I Development as provided for in, and contemplated by the Development Approvals, or (ii) any conflict with the Development Approvals or frustration of the intent or purpose of the Development Approvals. In complying with this Section 22(d), County shall consider input from Developer, but County shall determine in its sole judgment and discretion how to best comply with the law or court order in question.

23. *Entire Agreement.* This Agreement and the Exhibits herein contain the entire agreement among the Parties and is intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null and void.

24. *Mortgages.* In the event the County receives written notice from any institutional lender or pension trust (a "Mortgagee") that it has obtained a deed of trust or mortgage on all or any portion of the Property (a "Mortgage"), together with a copy thereof, the County agrees as follows:

(a) The County shall mail, first-class, postage prepaid, to each Mortgagee a copy of any notice ("First Notice") given to Developer under Section 20 for defaults occurring under Section 19(a)(i), or 19(a)(ii), concurrently with the giving of such notice to Developer. For defaults occurring under Section 19(a)(iii), the Developer shall mail, first-class, postage prepaid to each Mortgagee a copy of the notice provided to the County ("First and Final Notice") at the same time at it provides written notice to the County under Section 19(a)(iii). If the default specified in the First Notice is one described in either Section 19(a)(i) or Section 19(a)(ii), and if Developer fails to cure such default within the period allowed in Section 19, the County shall give written notice (the "Second Notice") to each Mortgagee of such failure.

(b) The County shall not terminate or cancel this Agreement, irrespective of the provisions of Section 20 unless: (i) the County has given to each Mortgagee the notice or notices required by Section 24(a) for a default specified in Section 19(a)(i) or 19(a)(ii); and either (ii) no Mortgagee has within 45 days following the giving of the First and Final Notice by the Developer if the default specified therein is one described in Section 19(a)(iii) or has, within 45 days following the giving of the Second Notice by the County (if the default specified in the First Notice is one described in

Section 19(a)(i) or Section 19(a)(ii)) cured any default arising solely from the failure to pay amounts due and owing to the County hereunder, and commenced the exercise of remedies available under the Mortgage or obtained a deed-in-lieu thereof, and no Mortgagee, purchaser at a foreclosure sale held under the mortgage, or purchaser from Mortgagee (a "Purchaser") has, within 30 days following the obtaining of title to the Property, or portion thereof originally covered by the Mortgage, but in no event later than 90 days following the giving of the First and Final Notice (if the default specified therein is one described in Section 19(a)(iii)), or within 90 days following the giving of the Second Notice (if the default specified in the First Notice is one described under Section 19(a)(i) or Section 19(a)(ii)) cured all defaults that are, by their nature, curable within such period, and commenced, in good faith, to cure all other defaults that, by their nature are not curable within such period, and diligently proceeded to cure all such defaults within a reasonable time. A default under Section 19(a)(iii) shall be deemed cured by the giving of a written agreement by any such Mortgagee or Purchaser to continue to be bound by the terms of this Agreement.

(c) The County shall accept the performance of any such Mortgagee or Purchaser to cure any default on behalf of the Developer as if such performance were rendered by Developer. Each Mortgagee and each such Purchaser shall have the right, but not the obligation, to remedy any defaults of Developer within the time specified herein. No Mortgagee or Purchaser shall have any liability under this Agreement except for acts or events that occur while such Mortgagee or Purchaser holds title to the Property or portion thereof.

(d) The provisions of this Section 24 are solely for the benefit of Mortgagees and Purchasers and shall not otherwise impair any rights of the County against Developer.

(e) No default or event of default hereunder by Developer shall defeat, impair or render invalid the lien of any deed of trust made in good faith and for value as to the Region I Development or any portion thereof.

(f) The County, by resolution of the Board of Supervisors, may modify or add to the provisions of this Section 24 at the request of any institutional lender or pension trust providing financing so long as such requested modifications or additions pertain only to the rights of a Mortgagee hereunder and are not otherwise inconsistent with the terms of this Agreement.

25. *Severability.* If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenants or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and subject to Section 22(d).

26. *Counterparts.* This Agreement has been executed in one or more counterparts, including by

electronic means such as Docusign or Adobesign, each of which has been deemed an original, but all of which constitute one and the same instrument.

27. *Estoppel Certificate.* Any Party may, at any time, and from time to time, deliver written notice to another Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within 30 (thirty) days following the receipt thereof. The County Counsel of the County shall have the right to execute any certificate requested by Developer hereunder. The County acknowledges that a certificate hereunder may be relied upon by transfers, Mortgagees, Purchasers, or other interested parties.

28. *Existing Offers of Dedication*. The Parties understand and agree that the following offers of dedication were made to the County for certain public rights of way on, over and through the Property at the time of approval of Parcel Map #86, recorded on July 2, 1974, at Book 1, Page 63, of Parcel Maps, in the office of the Inyo County Recorder:

1. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 808.
2. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 811.
3. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 815.
4. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 823.
5. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 834.
6. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 846.
7. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 867.
8. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 875.
9. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 879.
10. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 886.
11. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208,

Page 891.

12. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 898.

(hereinafter, collectively, the "Offers"). It is the Parties' intention to preserve the Offers so that they may be accepted by the County in its sole discretion in whole or in part following the end of the Term, but not prior thereto. Accordingly, the Parties agree that the Offers shall remain open throughout the Term, and that County shall not accept any of the Offers during the Term, so long as this Agreement is in effect. Owner further specifically agrees to re-make the Offers of Dedication, by separate instrument pursuant to California Government Code section 7050 or any successor thereto, within sixty (60) calendar days of a written request therefor by County, which re-made offers the County shall not accept during the Term, so long as this Agreement is in effect. Owner's obligation to re-make the Offers of Dedication shall survive termination of this Agreement unless the County agrees, in writing, to cancel the obligation.

29. *Venue*. This Contract is made in the County of Inyo, State of California. The Parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo for all claims between or among them.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above-written.

ATTEST:

_____
[Name of clerk]
Clerk of Board

APPROVED AS TO FORM:

_____
John-Carl Vallejo
County Counsel

County of Inyo
By:

_____
Trina Orrill
Board Chair

Bonanza Peak Solar, LLC
By:

_____

[Name of authorized representative]
[Title of authorized representative]

Mary Lee Wiley Living Trust
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Section 20, LLC
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Mary Jane Christensen
By:

_____
[Name of authorized representative]
[Title of authorized representative]

EXHIBIT A
LEGAL DESCRIPTION FOR REGION I DEVELOPMENT

2727 SOUTH RAINBOW BOULEVARD *
LAS VEGAS, NEVADA 89146-5148 PHONE 702-873-7550 * FAX 702-362-2597

EXHIBIT A



11/4/2026

W.O.8034
October 13, 2026
BY: WLB
P.R. BY: TZ
PAGE 1 OF 4

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED BETWEEN THE NEVADA, CALIFORNIA STATE LINE AND THE NORTHEASTERLY OF THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

LEGAL DESCRIPTION
BONANZA PEAK REGION I

BEING A PORTION OF SECTIONS 16, 20, 21, 22, 23, 26, 27 AND 28, LOCATED WITHIN TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

BEGINNING AT A COORDINATE POINT DESIGNATED AS Y: 1889036.17 (NORTHING) AND X: 7475413.08 (EASTING) BEING APPROXIMATELY 2,263 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 88°04'12.49" WEST, 1,608.19 FEET; THENCE NORTH 01°51'05.79" WEST, 3,947.71 FEET; THENCE SOUTH 88°07'26.04" WEST, 5,278.29 FEET; THENCE NORTH 01°53'01.25" WEST, 5,021.23 FEET; THENCE NORTH 88°05'38.20" EAST, 5,286.74 FEET; THENCE NORTH 01°50'37.33" WEST, 3,963.04 FEET; THENCE NORTH 88°09'23.77" EAST, 2,505.89 FEET; THENCE SOUTH 01°54'06.75" EAST, 4,070.16 FEET; THENCE NORTH 88°05'53.78" EAST, 2,467.53 FEET; THENCE SOUTH 01°52'43.97" EAST, 3,707.47 FEET; THENCE NORTH 88°07'16.07" EAST, 1,081.27 FEET; THENCE SOUTH 01°52'34.60" EAST, 444.72 FEET;

THENCE NORTH 88°07'25.34" EAST, 3,466.24 FEET; THENCE SOUTH 01°52'34.55" EAST, 126.23 FEET; THENCE NORTH 88°07'25.14" EAST, 661.76 FEET; THENCE SOUTH 01°52'34.78" EAST, 510.51 FEET; THENCE NORTH 87°55'10.48" EAST, 1,869.64 FEET TO THE NEVADA, CALIFORNIA STATE LINE; THENCE SOUTH 48°07'01.92" EAST ALONG THE NEVADA, CALIFORNIA STATE LINE, 106.60 FEET; THENCE SOUTH 87°55'10.35" WEST DEPARTING THE NEVADA, CALIFORNIA STATE LINE, 1,946.64 FEET; THENCE SOUTH 01°52'34.89" EAST, 251.66 FEET; THENCE SOUTH 88°07'23.66" WEST, 624.75 FEET; THENCE SOUTH 01°52'34.62" EAST, 1,114.62 FEET; THENCE SOUTH 88°05'36.83" WEST, 7,964.84 FEET; THENCE SOUTH 01°54'21.55" EAST, 2,629.37 FEET TO THE **POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,898.206 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

TOGETHER WITH THE WELL LOCATION

COMMENCING AT A COORDINATE POINT DESIGNATED AS Y: 1889036.17 (NORTHING) AND X: 7475413.08 (EASTING) BEING APPROXIMATELY 2,263 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 23°09'29.10" EAST, 10,049.47 FEET TO THE CENTER OF THE WELL LOCATION, BEING A 52.00 FOOT RADIUS AT A COORDINATE POINT DESIGNATED AS Y: 18980275.89 (NORTHING) AND X: 7479365.23 (EASTING)

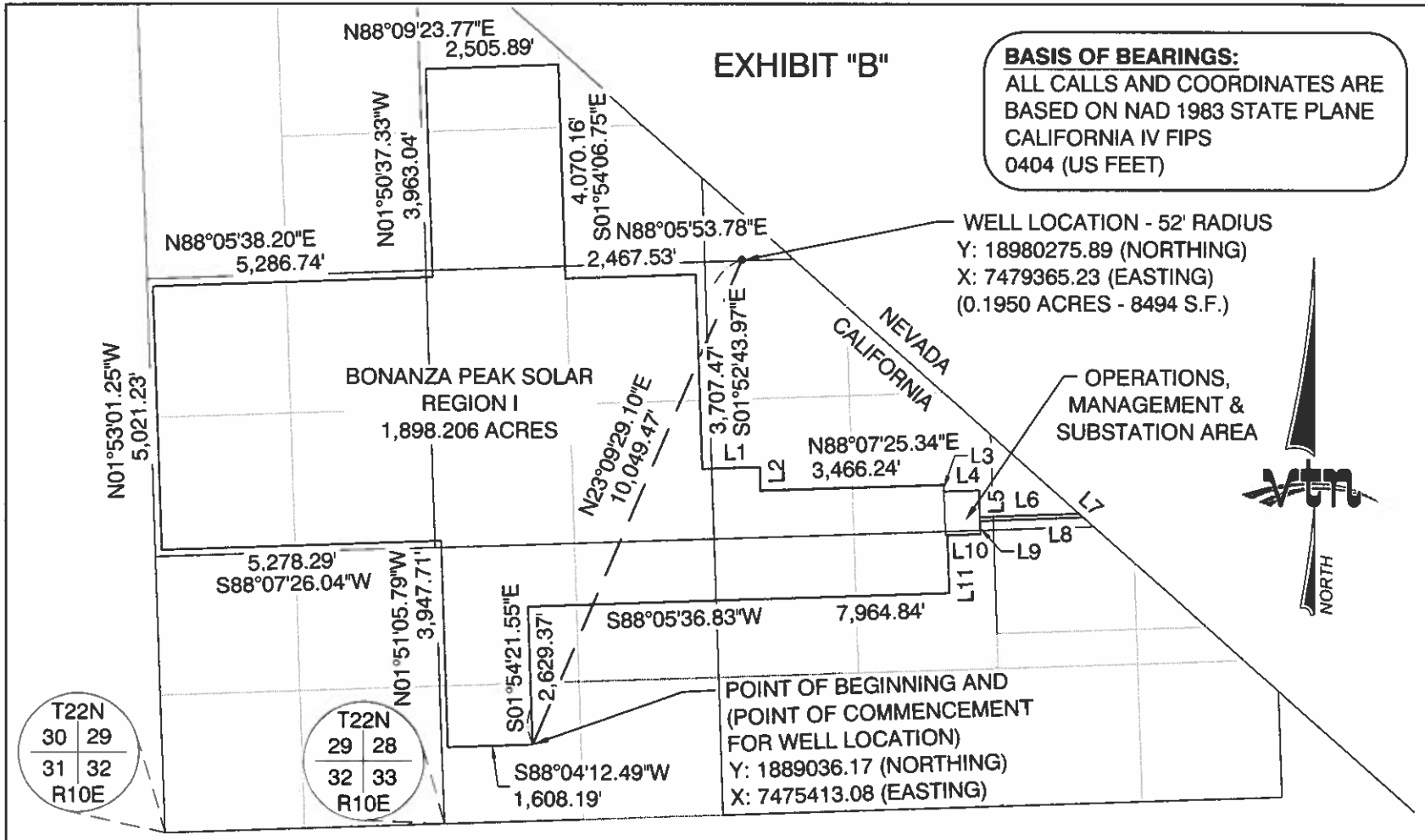
CONTAINING 0.1950 ACRES – 8494 SQ. FT, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)

END OF DESCRIPTION.

EXHIBIT "B"

BASIS OF BEARINGS:
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)



G:\8034\Mapping\ALTA\NEW ALTA 5-6-2026\CLIENT DESIGN\8034 REGIONAL BOUNDARIES NEW 11-02-26.dwg

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

BONANZA PEAK REGION I

W.O.#:	8034-1
DATE:	NOV. 2026
BY:	WLB
SCALE:	1"=3000'
SHEET	3 OF 4

COURSE TABLE

NO.	BEARING	LENGTH
L1	N88°07'16.07"E	1081.27'
L2	S1°52'34.60"E	444.72'
L3	S1°52'34.55"E	126.23'
L4	N88°07'25.14"E	661.76'
L5	S1°52'34.78"E	510.51'
L6	N87°55'10.48"E	1869.64'
L7	S48°07'01.92"E	106.60'
L8	S87°55'10.35"W	1946.64'
L9	S1°52'34.89"E	251.66'
L10	S88°07'23.66"W	624.75'
L11	S1°52'34.62"E	1114.62'

G:\8034\Mapping\ALTA\NEW ALTA 5-6-2026\CLIENT DESIGN\8034 REGIONAL BOUNDARIES NEW 11-02-26.dwg

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

BONANZA PEAK REGION I

SCALE	HORZ.
	VERT.
W.O. NO.	8034-1
DRAWN BY:	WLB
DATE:	SEPT 2026
SHEET	4 OF 4

EXHIBIT B
MAP OF REGION I DEVELOPMENT

Bonanza Peak Solar Development Area, Inyo County, CA

0 1 Mile

Place of Beginning

Bonanza Peak Solar LLC Development Area

Basis of bearing:
All calls and coordinates are based on NAD 1983 StatePlane California IV FIPS 0404 (US Feet)

Bonanza Peak Solar LLC (1,897.83 ac)

Line	Call	Distance (ft)
1	S88°04'12.51"W	1608.19
2	N1°51'05.78"W	3964.36
3	S88°07'26.10"W	5287.29
4	N1°53'01.24"W	5014.55
5	N88°05'38.34"E	5295.75
6	N1°50'37.33"W	3981.04
7	N88°09'22.67"E	2505.87
8	S1°54'06.74"E	4080.18
9	N88°05'53.29"E	2467.54
10	S1°52'43.96"E	3725.47
11	N88°07'16.01"E	1081.26
12	S1°52'34.60"E	444.72
13	N88°07'25.36"E	3466.24
14	S1°52'34.60"E	126.23
15	N88°07'25.14"E	661.75
16	S1°52'34.90"E	836.17
17	S88°07'23.62"W	624.75
18	S1°52'34.63"E	1114.62
19	S88°05'36.83"W	7964.82
20	S1°54'21.53"E	2629.36

Place of Beginning
X: 7475413.08
Y: 1889036.17

NV
CA

Avenue A
Avenue B
Avenue C
Avenue D
Avenue E
Quartz St
Topaz St
Silver St
Garnet St
Opal St
Zircon St
Gold St
S Eberhard Rd
E Klondike Ave
Shirley Rd
Mabel Ln
Ley Ln
Hall Rd
Carpenter Rd
Old Spanish Trail Hwy
16
74 ft

EXHIBIT C
PLAN OF DEVELOPMENT

Bonanza Peak Energy Project

Plan of Development for Inyo County, CA

Updated November 1, 2026

Prepared for:

Bonanza Peak Solar, LLC
Subsidiary to Hanwha Renewables
400 Spectrum Center Drive, Ste. 1400
Irvine, CA 92618

Prepared by:

Stantec Consulting Services, Inc.
621 West Line Street, Suite 204
Bishop, CA 93514

Stantec

Table of Contents

Acronyms / Abbreviations ..... **iv**

1 Overview **6**
1.1 Project Summary 6

2 Purpose and Need for the Project **9**
2.1 Project Area 9
2.2 Existing Conditions 10

3 Public and County Benefits of the Project **15**

4 Construction Schedule **16**

5 Applicable Plans, Policies, and Designations **17**
5.1 Inyo County General Plan and Zoning Code 17
5.1.1 Final Renewable Energy General Plan Amendment 17

6 Authorizations, Permits, Approvals, and Reviews **22**

7 Project Components **23**
7.1 Photovoltaic Modules (PVM) and Arrays 24
7.2 Typical Solar Tracker and Actuator 26
7.3 Tracking Mounting 27
7.4 Power Conversion Stations (PCS) 28
7.5 Electrical Collection and Delivery System 29
7.6 Electrical Substation 30
7.7 Access Roads and Connector Roads 30
7.8 SCADA System and Fiber Optic Communications 30
7.9 Meteorological Station 31
7.10 Water Supply 32
7.11 Operations and Maintenance Facility 32
7.12 Temporary Construction Facilities 33
7.13 Electrical Collection Lines and Switchyard Interconnection 33
7.13.1 Gen-tie Line Access Roads 34

8 Construction **35**
8.1 Preconstruction Activities 35
8.2 Geotechnical Investigations and Testing 35
8.3 Schedule 35
8.4 Work Force 35
8.5 Transportation 36
8.6 Fencing 38
8.7 General Construction Methods 38
8.7.1 Vehicles and Equipment 38
8.7.2 Clearing and Grading 38
8.7.3 Temporary Material Storage, Staging, Laydown Areas 39
8.7.4 Fueling Stations 39
8.7.5 Temporary Construction Water Storage Ponds 39
8.7.6 Access and Connector Roads 39



8.7.7 Facility Foundations 40
8.8 Solar Arrays 40
8.8.1 Electrical Distribution System 41
8.8.2 Substation 41
8.9 Gen-tie Line 42
8.9.1 Vehicles and Equipment 42
8.9.2 Clearing and Grading 42
8.9.3 Temporary Material Storage, Staging, Laydown Areas 42
8.9.4 Gen-tie Line Construction 42
8.10 Water Use During Construction 43
8.11 Testing and Calibration 43
8.12 Postconstruction and Revegetation 43
8.13 Health and Safety Program 44
8.13.1 Site Safety and Security 44
8.13.2 Emergency Response 45
8.13.3 Fire Management and Protection Plan 45
8.13.4 Traffic Management Plan 46
8.13.5 Grounding 46

9 Operation, Monitoring, and Maintenance 47
9.1 Work Force 47
9.2 Operation and Maintenance Activities 47
9.3 Products Used for Monitoring and Maintenance 47
9.4 Site Security 48
9.5 Lighting Plan 49
9.6 Gen-tie Line 49
9.7 Operational Water Needs 49

10 Decommissioning 50
10.1 Facility Decommissioning 50
10.2 Gen-tie Line Decommissioning 50

11 References 52

List of Tables

Table 2-1. Designated Roads within the Project Area 14
Table 5-1. Renewable Energy General Plan Amendment Applicable Policies 18
Table 6-1. Summary of Permits and Approvals for Project Construction 22
Table 8-1. Vehicles and Equipment Used for Project Construction 37
Table 8-2. Vehicles and Equipment Used for Gen-tie Line Construction 42

List of Figures

Figure 1-1. Vicinity Map 8
Figure 7-1. Site Layout 25
Figure 7-2. Solar Tracker and Actuator 26
Figure 7-3. PV Module Tracking 27
Figure 7-4. Tracking Mounts and Installation 27
Figure 7-5. Tracking Mounts and Installation 27
Figure 7-6. Typical Inverter Station 29

Figure 7-7. Typical SCADA System 31
Figure 7-8. MET Station (Photo: Nor-Cal Controls 2024) 32
Figure 8-1. Electrical Collection System Trench Design 41

List of Photos

Photo 2-1. Evidence of vehicle tracks in open area on Project Area 11
Photo 2-2. Topography flat area on Project Area with mountains in background as reference 12
Photo 2-3. Evidence of human disturbance on Project Area 12
Photo 2-4. Potential drainage feature on Project Area 13
Photo 2-5. Dominant vegetation community on the Project Area - Creosote bush scrub 13

Acronyms / Abbreviations

AC	alternating current
ADA	Americans with Disabilities Act
AF	acre feet
AHJ	Authority Having Jurisdiction
APLIC	Avian Power Line Interaction Committee
BLM	Bureau of Land Management
BMPs	best management practices
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
DC	direct current
ESA	Endangered Species Act
FAA	Federal Aviation Administration
gen-tie	generation tie-in line
HVAC	Heating, Ventilation, and Air Conditioning
ICAO	International Civil Aviation Organization
ISO	International Organization for Standardization
ITP	Incidental Take Permit
kV	kilovolt
LSAA	Lake and Streambed Alteration Agreement
MET	Meteorological
MW	megawatts
MWac	megawatts alternating current
NERC	North American Electric Reliability Corporation
NESC	National Electric Safety Code
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and maintenance
OSR	Open Space and Recreation
PCB	polychlorinated biphenyl
PCS	Power Conversion Stations
POD	Plan of Development
PV	photovoltaic
PVMs	PV modules
REDA	Renewable Energy Development Agreement
REGPA	Renewable Energy General Plan Amendment
ROW	Rights-Of-Way
RWQCB	Regional Water Quality Control Board



SCADA	Supervisory Control and Data Acquisition
SEDA	Solar Energy Development Area
SHPO	State Historic Preservation Office
SPCC	Spill Prevention, Control, and Countermeasure
SWPPP	Stormwater Pollution Prevention Plan
UPS	uninterruptible power supplies
USFWS	US Fish and Wildlife Service



1 Overview

1.1 Project Summary

Bonanza Peak Solar, LLC, a wholly owned subsidiary of Hanwha Renewables, LLC, which is a wholly owned subsidiary of Hanwha Energy USA Holdings Corp. (Applicant) requests a Renewable Energy Development Agreement (REDA) from Inyo County, California to construct, own, operate, and maintain a utility scale solar photovoltaic (PV) energy generating facility on private lands. The requested term for the REDA is 50 years to allow for 1.5 years of construction and 48.5 years of operations.

The Project would be located in the Charleston View Solar Energy Development Area (SEDA) in southeastern Inyo County, adjacent to the Nevada state line just north of Old Spanish Trail Highway (**Figure 1-1**).

The solar generation facility, including the PV arrays, substation, and other electrical equipment, would be within a 3,382-acre Project Area with a Developable Area of no greater than 2,400 acres, as dictated by the Inyo County Renewable Energy General Plan Amendment (REGPA; Inyo County 2015; **Figure 1-1**). The Project has a planned net generating capacity of up to 500 megawatts (MW) alternating current (MWac) and will be built as one or more phases.

An approximately 9-mile long 230 kilovolt (kV) generation tie-in line (gen-tie line) would be located on lands managed by the Bureau of Land Management (BLM) in Nye and Clark Counties, Nevada (**Figure 1-1**). The Project would connect to the existing Gridliance 230 kV transmission line at the Trout Canyon substation.

The Project would include the following primary components in Inyo County:

- Main solar energy generation area, which includes the solar arrays.
- Power conversion systems including inverters and medium voltage transformers
- Medium voltage underground electrical collection system from the Power Conversion Stations (PCS) to the input of the main power transformer that will be located at the substation facility.
- High voltage substation
- Gen-tie line
- Operation and maintenance (O&M) facilities.
- Power plant control and monitoring system and communications networks.
- Site security and fencing.
- Interior access roads.
- Sediment (stormwater basins)

The gen-tie line would extend from the Project substation to the Trout Canyon substation in Clark County, Nevada. Approximately 0.4 miles of the gen-tie line would be in Inyo County and approximately 8.5-miles would be in Nevada. The transmission structures would be approximately 120 to 170 feet high. When



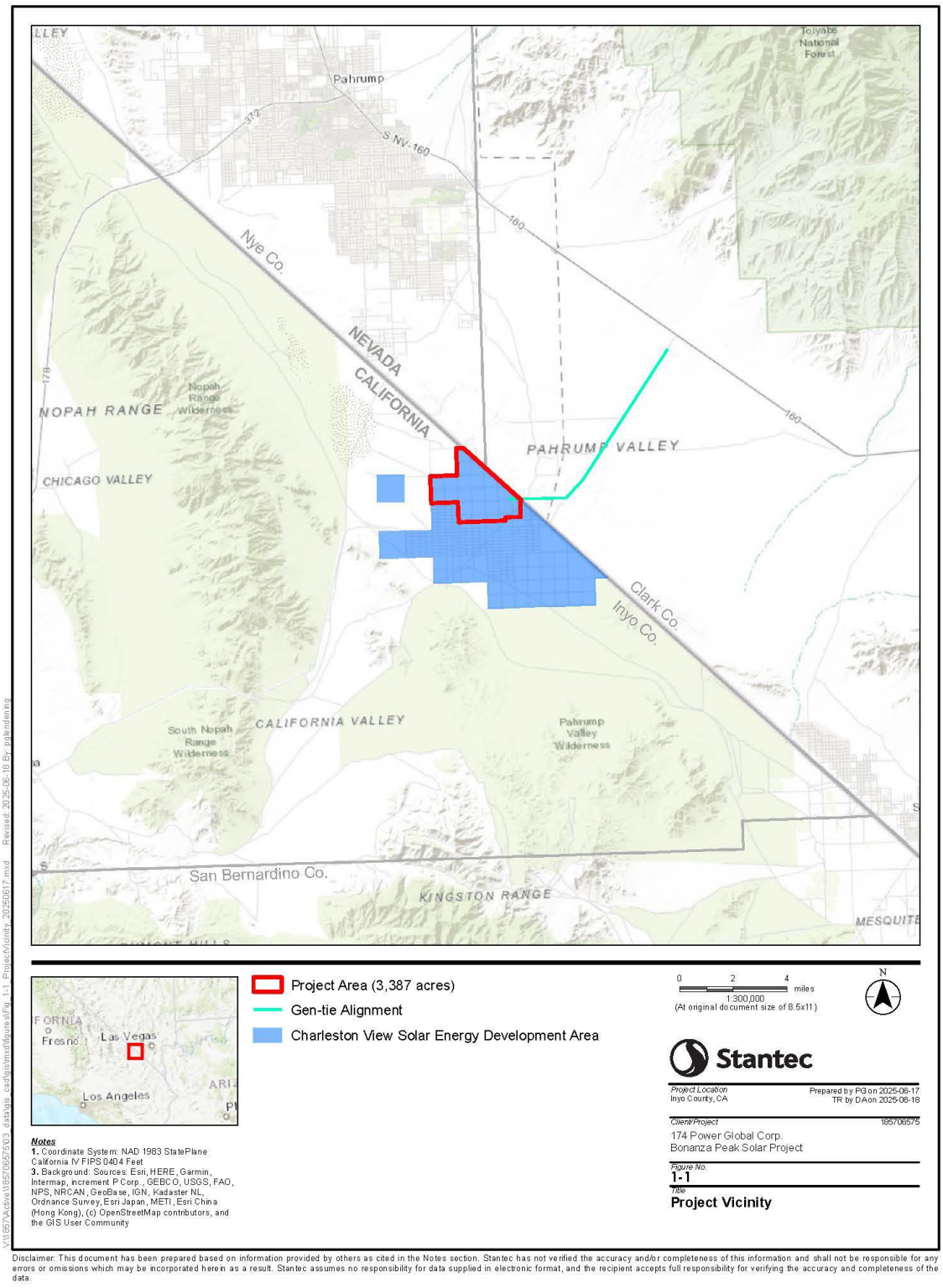
fully operational, the Project would have the capacity to convert solar energy to up to 500 MWac of electricity, producing no air pollutant emissions and using minimal water during normal O&M.[1] The Project would employ best management practices (BMPs, standardized practices to avoid or minimize adverse effects) throughout all phases of Project design, construction, testing, O&M, and decommissioning. The Applicant's advanced PV technology and efficient, environmentally sensitive site layout would maximize renewable energy generation potential, while minimizing impacts to the Project Area and surrounding environment. Key attributes of the Project, to be built in one or more phases, include:

- Direct conversion of sunlight to electricity without the use of water in the power generation process (i.e., no need for cooling water or water to generate steam) and no generation of emissions.
- Up to 500 MWac of electrical power generated from a renewable source and producing no air pollutant emissions, with low ambient noise levels during power generation.

This Plan of Development (POD) describes the site, regulations, facilities, and associated activities associated with the portion of the Project in Inyo County.

[1] In the event that back-up power is required, generators may be used which would produce a negligible quantity of air pollutant emissions.

***Figure 1-1**. Vicinity Map*



2 Purpose and Need for the Project

The Project would provide solar-generated electricity from a site in California to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting renewable energy resource in the region. The Project would help serve the increase in demand for clean, low carbon electric power, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

Recent national and regional forecasts project an increase in consumption of electrical energy continuing into the foreseeable future. Renewable energy, including solar PV generation, is expected to provide a large component of the diverse electrical supply in the future. Several western states have adopted renewable energy requirements or goals, and various national, regional, and state policies have been enacted to encourage and provide incentives for development of solar and other renewable energy projects. Continued increased consumption of electricity requires development of new generation facilities to satisfy demand.

Congress enacted the Inflation Reduction Act in 2022, which is a landmark federal law which aims to curb inflation by, among other activities, investing in domestic energy production while promoting clean energy. At least 29 states, plus Washington DC and 3 territories, have passed some type of renewable energy portfolio standards, including California which aims to have 60 percent renewable energy by 2030 and 100 percent by 2045.

2.1 Project Area

The Project would be located in southeastern Inyo County, with the proposed transmission tie-in connecting the Project to the utility grid point of interconnection via a gen-tie line that extends from the Project to the immediately adjacent Inyo County, California/Nye County, Nevada border and then to the Trout Canyon substation in Clark County, Nevada. The Old Spanish Trail Highway (Tecopa Road in Nevada) is located approximately 0.25 mile south of the Project Area boundary. From Tecopa Road, S Mcr928200 Road connects to Nevada State Route 16 in Nevada, on the eastern side of the Project Area, where the proposed transmission tie-in would be. A portion of the transmission tie-in is also located along Tecopa Road, terminating at the Yellow Pine Energy Center, approximately 0.6 mile from the intersection with the Pahrump Valley Highway (Nevada State Route 160).

The closest localities or towns to the Project Area include Charleston View, California 1 mile to the south; Tecopa, California, 26 miles to the west; Pahrump, Nevada, 25 miles to the north; and Mountain Springs, Nevada, 25 miles to the east. The nearest large city to the Project Area is Las Vegas, Nevada, 57 miles to the east.



The legal description of the Project Area is as follows:

Solar Facility (Private Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 10 East, Sections 8, 9, 15, 16, 17, 20, 21, 22*, 23*, 26, 27, 28.

*Indicates section of solar facility site also crossed by gen-tie line.

For reference:

Transmission Tie-in Line (BLM-administered Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 54 East, Sections 35, 36,

Range 55 East, Sections 2, 3, 10, 15, 16, 20, 21, 29, 31, 32.

2.2 Existing Conditions

The Project would be located on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley. Elevations range from 2,560 feet to 2,660 feet above sea level. It is within the Basin and Range Geomorphic Province, characterized by interior drainage to lakes and playas, with horst and graben topography (i.e., basins and ranges).

On a broad scale, vegetation within the Project Area is predominantly *Larrea tridentata – Ambrosia Dumosa* shrubland alliance (creosote bush–white bursage scrub) on the eastern third and a mixture *Atriplex confertifolia* shrubland alliance (shadscale scrub) and *Atriplex polycarpa* shrubland alliance (allscale scrub) on the western two-thirds. The western two-thirds of the Project Area is also interspersed with areas of low vegetative cover dominated by noxious weeds such as cheatgrass (*Bromus tectorum*) and saltlover (*Halogeton glomeratus*).

The Project Area is located on private land currently designated by Inyo County as Open Space greater than 40 acres in size (OS-40). The OS-40 designation provides sites for open space and compatible uses. Commercial renewable energy facilities are an allowable use within the OS-40 land use zoning district (Inyo County 2002).



A small amount of commercial and residential zoning is present directly south of the Project Area in Charleston View. An existing solar facility (Yellow Pine Energy Center) is located east of the Project Area in Nevada at the proposed transmission tie-in location. Existing development and disturbed areas within the Project Area include dirt roads and abandoned buildings.

The following photos, taken in May 2024, reflect the existing condition of the Project Area:



Photo 2-1. *Evidence of vehicle tracks in open area on Project Area*



Photo 2-2. *Topography flat area on Project Area with mountains in background as reference*



Photo 2-3. *Evidence of human disturbance on Project Area*



Photo 2-4. *Potential drainage feature on Project Area*



Photo 2-5. *Dominant vegetation community on the Project Area - Creosote bush scrub*

Table 2-1 details designated roadways within the proposed Project Area. These roads are private and not under the jurisdiction of the State, County, or other local jurisdiction.

Table 2-1. *Designated Roads within the Project Area*

Name of Roadway	Existing Road Width (in feet)
Turtle Rock Way	40
Avenue “D”	40
Quartz Street	40
Roserwin Lane	40
Gold Street	40
Topaz Street	40
Zircon Street	40



3 Public and County Benefits of the Project

The goal of the Project is to provide solar-generated electricity from a site in Inyo County to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting, domestic, renewable energy resource in the region. The Project would help serve the increase in demand for clean, de-carbonized energy, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

In addition to providing a new source of clean energy, the Project pursuant to Inyo County's 2015 REGPA must provide local community benefits. This could take many forms that would include land and financial support for a new Southern Inyo Fire Protection District facility in Charleston View and financial support for an Environmental Impact Report to evaluate the Draft Community Plan for Charleston View. During the O&M period, the Project would employ a small workforce. Local qualified people will be given the opportunity for these jobs.



4 Construction Schedule

Construction would begin in the second quarter of 2027. The Project may be built in one or more phases within an approximately 18-month construction period.

5 Applicable Plans, Policies, and Designations

5.1 Inyo County General Plan and Zoning Code

The Project is located in Inyo County, and therefore, development would be subject to the County's 2002 General Plan, as amended, and Inyo County zoning code. The Project is designated as Open Space and Recreation (OSR) by the Inyo County General Plan and zoned OS-40 (Inyo County 2002).

OS-40 zoning designation does not define a solar facility as permitted or conditional use. However, Title 21, Renewable Energy Ordinance, of the Inyo County Municipal Code, governs solar facilities throughout Inyo County and provides requirements and development guidance for solar facilities. Specifically, Section 21.04.030 of the Inyo County Municipal Code states that the main purpose of the Renewable Energy Ordinance is to:

> "support, encourage and facilitate the responsible utilization of its solar and wind resources for the generation and transmission of clean, renewable electric energy, the county encourages potential developers of such resources to work with the county and to enter into a mutually agreeable renewable energy development agreement in lieu of applying for the issuance of a renewable energy impact determination or a renewable energy permit."

The Renewable Energy Ordinance requires applicants for a solar facility to apply for and obtain a Renewable Energy Permit or a Renewable Energy Development Agreement (REDA) from the county, so long as the facility is not specifically exempt from such requirements by state or federal law, or if any existing REDA is already in place with the county for the facility (Inyo County Municipal Code Section 21.16.010, and 21.16.030). Based on communications between the Applicant and Inyo County Planning Department, a REDA will be required.

5.1.1 Final Renewable Energy General Plan Amendment

In March of 2015, the final REGPA was adopted (Inyo County 2015). This final REGPA included relevant information for solar development projects within Inyo County including new general plan policies, land use definitions, land use implementation measures, and SEDA maps. The Project Area is within the Charleston View SEDA. Additionally, the Project meets the definition of a 'renewable energy solar facility' which is defined in the REGPA as:

> "Any electric transmission line or photovoltaic (PV) power plant to be constructed in Inyo County. A renewable energy solar facility does not include small scale renewable energy solar facilities or a pilot or proof of a concept power plant (Inyo County 2015)."

The Project further meets the definition of a "utility scale renewable energy solar facility (more than 20 megawatts [MW])" which is defined in the REGPA as:



> "A renewable energy solar facility that produces more than 20 megawatts (MW) of electricity for off-site use, consumption and/or sale, including all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures (Inyo County 2015)."

Transmission lines may be constructed within or outside of the SEDA, per Land Use Policy LU-1.17 (see **Table 5-1** for further details):

> "Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA."

Table 5-1 below includes polices from the REGPA that are applicable to the Project.

Table 5-1. *Renewable Energy General Plan Amendment Applicable Policies*

Policy Number	Policy Description
GOV-2.4	The County shall require that renewable energy solar facility developers notify local residents and/or landowners by direct mailings or other appropriate means announcing projects at the time an application is submitted.
LU-1.17	Utility Scale (more than 20 MW) and Commercial Scale Renewable Energy Solar Facilities (20 MW or less). The County shall consider utility scale and commercial scale renewable energy solar facilities within SEDA overlays or outside of SEDAs if the facility is proposed to be located over or along the Los Angeles Aqueduct. Within SEDAs or over or along the Los Angeles Aqueduct, the County may consider utility scale and commercial scale renewable energy solar facilities within any zoning district under Title 18 of the ICC and pursuant to ICC Title 21. Based on site-specific studies and appropriate environmental review, the County may process utility scale and commercial scale renewable energy solar facilities within the SEDA, or over and along the Los Angeles Aqueduct, pursuant to ICC Title 21. Potential social, economic, visual and environmental impacts from utility scale and commercial scale renewable energy solar facilities must be avoided, minimized, or mitigated to an acceptable level. Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA. Development standards, including minimum parcel size, may be specified in a Renewable Energy Permit or Renewable Energy Development Agreement in lieu of the standards specified herein, as permitted by ICC Title 21.
LU-1.20	The County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group (i.e., defined collection of SEDAs).
LU-1.21	The County does not support renewable energy solar development projects other than those that use PV technologies.
ED-4.4	Offset the Cost to the County for Service Provision. Renewable energy solar facility development shall be required to provide the means to offset the costs to the County, including but not limited to, the cost of infrastructure improvements and County services, and lost economic development potential. Economic impacts from renewable energy solar facility development identified by the County shall be mitigated or offset.

Policy Number	Policy Description
ED-4.5	Employ and Train Local Labor. The County shall encourage renewable energy solar facility developers to employ the local labor force, during development and for long-term facility maintenance and provide educational and training opportunities, as practicable.
ED-4.6	Compensation to Local Communities. The County shall encourage renewable solar energy developers to provide compensation in the form of reduced rates for communities impacted by development.
ED-4.7	Provide Transient Housing. The County shall encourage renewable solar energy developers to help provide transient housing during the construction of solar energy facilities to minimize impacts to tourist accommodations.
AG-1.3	Conversion of Agricultural Land. Discourage conversions of productive agricultural lands for urban development and encourage avoidance of the use of productive agricultural lands for renewable energy solar facility development.
CUL-1.6	Protect Cultural Resources. The County shall require renewable energy solar facility developers recognize the Old Spanish Trail as a cultural resource and ensure that it and its immediate surroundings in the Charleston View SEDA are preserved and protected.
MER-2	Avoid, Minimize, Mitigate. Ensure that renewable energy solar facility development is conducted appropriately to avoid, minimize, or mitigate the impacts from such development on the social, economic, visual, and environmental resources of the County.
MER-2.2	Solar Energy Development Areas (SEDA). The County shall maintain a Land Use Diagram of areas where utility scale and commercial scale solar facilities may be appropriate (SEDA Map).
MER-2.3	SEDA Land Inventory. As illustrated, the total acreage that may be developed for utility and commercial scale renewable energy solar facilities within each SEDA is capped; and the amount of megawatts that may be generated within each Solar Energy Group is capped (small scale and community scale solar energy facilities are excluded from the caps).



<table>
<tr><th>Policy Number</th><th>Policy Description</th></tr>
<tr><td></td><td>Total Allowable Developable Acreage per Solar Energy Development Area and Total Allowed Megawatt Development per Solar Energy Group:
<table>
<tr><th>Solar Energy Group</th><th>Solar Energy Development Area</th><th>Total Allowable Capacity (MW)</th><th>Total Allowable Developable Area (acres)</th></tr>
<tr><td rowspan="6">Western*</td><td>Laws</td><td></td><td>120</td></tr>
<tr><td>Owens Lake</td><td></td><td>1,500</td></tr>
<tr><td>Rose Valley</td><td></td><td>600</td></tr>
<tr><td>Pearsonville</td><td></td><td>600</td></tr>
<tr><td>Owens Valley Study Area</td><td></td><td>1,500</td></tr>
<tr><td>Western Solar Energy Group Total</td><td>250</td><td>1,500</td></tr>
<tr><td rowspan="2">Southern</td><td>Trona</td><td></td><td>600</td></tr>
<tr><td>Southern Solar Energy Group Total</td><td>100</td><td>600</td></tr>
<tr><td rowspan="3">Eastern</td><td>Charleston View</td><td></td><td>2,400</td></tr>
<tr><td>Sandy Valley</td><td></td><td>600</td></tr>
<tr><td>Eastern Solar Energy Group Total</td><td>500</td><td>3,000</td></tr>
<tr><td colspan="4">MW = megawatts
*The Western Solar Energy Group includes four Solar Energy Development Areas (SEDAs) – Laws, Owens Lake, Rose Valley, and Pearsonville – and the Owens Valley Study Area which is not a SEDA. The Owens Valley Study Area has been identified for potential development equaling the total allowable capacity for the Western Solar Energy Group. The SEDAs or Owens Valley, or a combination may be developed to not exceed the total allowable capacity of 250 megawatts based on transmission availability or 1,500-acres.</td></tr>
</table></td></tr>
<tr><td>MER-2.6</td><td>Avoid, Minimize, or Mitigate Impacts. The County shall work with renewable energy solar developers and other agencies to avoid, minimize, or mitigate impacts to the social, economic, visual, and environmental resources of the County from renewable energy solar facility development.</td></tr>
<tr><td>MER-2.7</td><td>Dust Control. The County shall work with renewable energy solar developers to ensure that dust creation during the construction and operations of a renewable energy solar facility are avoided to the extent practicable.</td></tr>
<tr><td>MER-2.8</td><td>Reclamation Planning. The County shall work with renewable energy solar facility developers to provide and implement a reclamation plan to return the site of each project to pre-project conditions or another appropriate state (i.e., native, reuse, etc.). The reclamation plan shall include financial assurances, such as bonding, for the cost of decommissioning, reclaiming and re-vegetating (if required) each renewable energy solar facility including removal of all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.</td></tr>
<tr><td>WR-3.5</td><td>Sustainable Renewable Energy Solar Development. The County shall require renewable energy solar facility development to incorporate measures to minimize water consumption and use of potable water and encourage the use of reclaimed water and/or practices that do not require water during construction, the life of the facility, and during reclamation.</td></tr>
<tr><td>WR-3.6</td><td>Sustainable Water Practices. Renewable energy solar facility development proposed in the Laws and Sandy Valley SEDAs shall be required to show that the proposed project will be water sustainable.</td></tr>
</table>

Policy Number	Policy Description
WR-3.7	Charleston View. Projects proposed in Charleston View shall be water sustainable and shall require project applicants to purchase and retire water rights along the same flow path for the water that will be used for the project (construction and maintenance) at a minimum of a 1 to 1 ratio.
VIS-1.8	Renewable Energy Solar Development, Light and Glare, Night Skies. The County shall encourage siting, orientation and screening to avoid, minimize or mitigate significant changes to the visual environment from renewable energy solar facility development during construction and operations including avoiding or minimizing light and glare, and impacts inconsistent with Death Valley National Park's International Night Skies designation.
VIS-1.10:	Old Spanish Trail Highway. Provide for setbacks, siting, orientation, screening and buffers, on a project by project basis, to avoid impacts to views of the Old Spanish Trial Highway located in the Charleston View SEDA.

Source: Inyo County 2015

The Project Developable Area includes all equipment and accessory structures related to the solar facility, including the solar arrays, mounting posts, a substation, electrical infrastructure, a portion of the gen-tie, an O&M building, and accessory structures. To meet the requirements of the REGPA and the Charleston View SEDA (**Table 5-1,** MER 2.3), the Project Developable Area will be no greater than 2,400 acres with a maximum capacity of 500 MW. To date, there are no other renewable energy projects developed or proposed within this SEDA or the Eastern Solar Energy Group.



6 Authorizations, Permits, Approvals, and Reviews

This section summarizes the permits and reviews required for the Project. This includes consultations, applications, and approvals that may be requested for the Project at Federal, State, and local levels.

Table 6-1 summarizes permits and approvals that may be required for Project construction for the portion of the Project in Inyo County. The information in the table is preliminary, informed by the current scope, design, schedule, and construction plan for the Project.

Table 6-1. *Summary of Permits and Approvals for Project Construction*

Name of Permit or Approval	Regulation	Agency
Federal		
Section 106 Consultation	National Historic Preservation Act, Section 106	California State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP), as applicable
Endangered Species Act (ESA) Section 10 Consultation under the General Conservation Plan for the Desert Tortoise of California	ESA Section 10	US Fish and Wildlife Service (USFWS)
State		
Section 401 Water Quality Certification	Clean Water Act Section 401	Regional Water Quality Control Board (RWQCB)
National Pollutant Discharge Elimination System (NPDES) Construction General Permit	Code of Federal Regulations (CFR) Title 40, Part 122	RWQCB
Lake and Streambed Alteration Agreement (LSAA)	California Fish and Game Code Section 1600	California Department of Fish and Wildlife (CDFW)
Incidental Take Permit (ITP)	California Endangered Species Act (CESA) Section 2081 for ITP or Section 2080.1 for Consistency Determination	CDFW
Local		
Inyo County Land Use and Development Authorization Renewable Energy Development Agreement (REDA)	California Environmental Quality Act (CEQA)	Inyo County
Authority to Construct and Permit to Operate	GBUAPCD Rule 200	Great Basin Unified Air Pollution Control District
Well and Septic Permits	Inyo County Code Title 7	Inyo County Environmental Health Department
Building and Grading Permits	Inyo County Code Title 14	Inyo County Building and Safety Department



7 Project Components

A general site layout is provided as **Figure 7-1.**

- Solar energy is converted from photon energy to direct current (DC) electrical energy via the semi-conductor material in the PV cells that are the heart of any PV system.
- The PV modules (PVMs) are mounted on rows of metal racking systems, which automatically rotate the modules to track the path of the sun from sunrise to sunset each day. The Project would use these tracking support systems as it improves the energy output and requires fewer modules compared to fixed racking systems, and therefore less impact to the site, to provide an increased amount of contracted energy to the utility.
- The racking system is supported from the ground by approximately 4-inch diameter steel posts, which are driven into the existing soils to a depth of approximately 8 feet by means of a hydraulically driven pile hammer. The steel post diameter and depth are subject to change per the final Project design. After construction, the disturbance to the soils is limited to the cross-sectional area of these standard steel posts.
- The groups of PVM rows, along with the associated electrical cable connections equipment, comprise the Project PV arrays.
- The PV arrays are connected to the inverter stations, which convert the renewable direct current (DC) energy into alternating current (AC) electricity. The inverters are connected to medium voltage transformer units (one for each inverter station), to step up the voltage output from the inverter to a level and configuration that is compatible with the input voltage of the main power transformer.
- The output from each of these medium voltage transformers is gathered via underground wiring (the electrical collection system), combined in electrical switchgear equipment, and connected to the main power transformer located at the Project substation.
- The main power transformer steps up the medium voltage to a level and configuration that is compatible with the grid voltage (i.e. interconnection voltage). The electrical energy output from main power transformer is transmitted to the delivery point through an overhead transmission line (Gen-tie), which interconnects the system via a switchyard to the existing electrical grid.
- Measurement, monitoring, safety, and control of the electrical operation is conducted by a Supervisory Control and Data Acquisition (SCADA) system. This system of energy measurement devices, weather monitoring, industrial computers, network communications, and equipment interfaces allows system operators to safely operate the electrical generation facility and to monitor, optimize, and control the system for the most efficient operation possible.
- The Project arrays would be secured from the general public by perimeter fencing and locked gates designed for emergency vehicle access. Perimeter fences and gates are typically 6 or 7 feet high with or without barbed wire as agreed with the Authority Having Jurisdiction (AHJ) and in accordance with insurance underwriter requirements.
- Electrical substation and high voltage infrastructure would be protected and secured in accordance with the National Electric Safety Code (NESC) to prevent unauthorized personnel from gaining access to energized equipment.



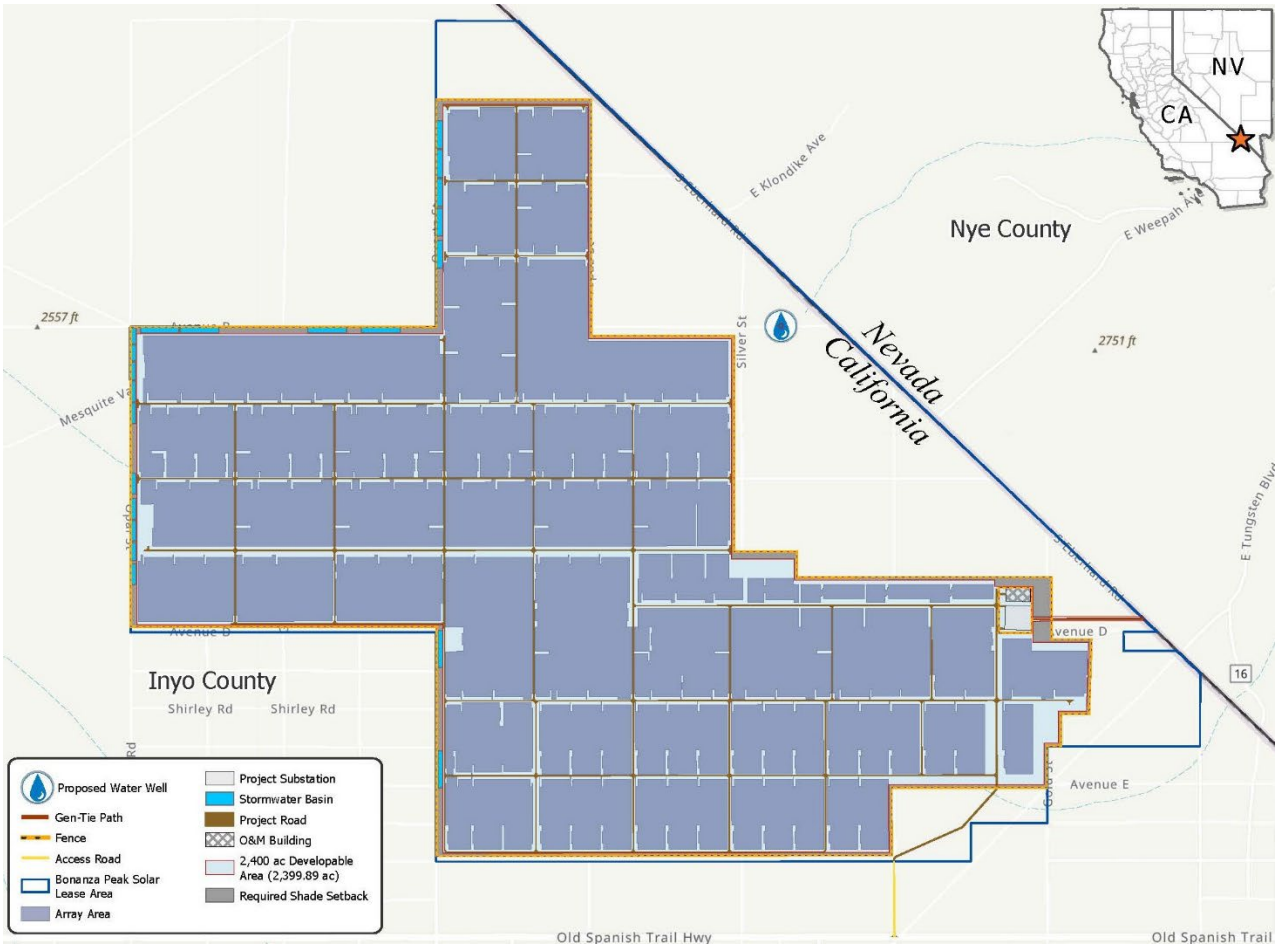
- Within each Project array, gravel service roads would provide access for O&M, and for emergency response vehicles in case of medical or other incidents at the site. These roads would be used for construction of the Project.
- O&M facilities typically comprise an O&M building for site personnel and shipping containers and/or shade structures for storage of spare parts and materials. The O&M building is equipped with lighting and Heating, Ventilation, and Air Conditioning (HVAC) services to provide a comfortable working environment and suitable conditions for SCADA equipment and computers. This facility may have workstations for technicians while on the Project Area. Storage facilities (for spare PV modules, electrical and electronic components, and other supplies) may have interior lighting and ventilation but are typically not environmentally controlled.

7.1 Photovoltaic Modules (PVM) and Arrays

The Project would utilize bifacial solar modules; a sufficient quantity of solar modules would be installed for a total potential capacity of approximately 500 MW ac power. PV modules are shipped in International Organization for Standardization (ISO) containers to the Project site by ship, train, and truck.



Figure 7-1. *Site Layout*



7.2 Typical Solar Tracker and Actuator

The solar tracker racking and actuators work to maintain PVM angle toward the sun (**Figure 7-2**). These devices change the orientation of the arrays throughout the day to follow the sun's path to maximize energy production. The solar trackers would rotate on one axis moving from east to west each day and returning to a stow position each night. In case of high winds, the control system automatically moves the modules to the stow position to minimize wind loads on the racking and support system. The solar trackers would be powered by motors and would be directed by an actuator that responds to the sun's direction. The use of solar trackers would increase electricity production by between 15 and 20 percent as compared with modules at a fixed angle. An example of a solar tracker on a PVM array is shown on **Figure 7-3**.

Figure 7-2. *Solar Tracker and Actuator*



Figure 7-3. *PV Module Tracking*



7.3 Tracking Mounting

The PVMs would be mounted onto corrosion resistant metal tracking structures which are anchored into the ground via steel posts of standard industry shapes and design. Posts would be driven to the depth required by structural loads and geotechnical conditions, using a vibratory ram or other specialized equipment. The array layout would be arranged in a linear pattern (**Figure 7-4** and **Figure 7-5**) as allowed by shading, topography, and other environmental constraints.

Figure 7-4. *Tracking Mounts and Installation*



Figure 7-5. *Tracking Mounts and Installation*



7.4 Power Conversion Stations (PCS)

PCS comprise inverters, step-up transformers, and ancillary electrical protection and control equipment (**Figure 7-6**). PCS convert DC electricity produced by PVMs to medium voltage alternating current (AC) electricity, typically 34.5 kV. PCS may be prefabricated off-site on metal or concrete skids (platforms), along with the associated electrical panels, enclosures, and other equipment necessary for correct operation (**Figure 7-6**). These PCS are typically delivered on flatbed trucks and set by a crane on foundation piers or alternatively may be assembled on concrete pads within the Developable Area.

Figure 7-6. *Typical Inverter Station*



7.5 Electrical Collection and Delivery System

Each PCS would transform the power generated by each inverter unit to medium voltage that is compatible with main power transformer voltage input. Transformers may be dry type, or liquid dielectric, PCB-free (polychlorinated biphenyl). The dielectric fluid would be either natural ester (derived from renewable vegetable oils), synthetic ester, or mineral oil. These fluids are generally accepted as non-hazardous to the environment and do not require secondary containment.

Each PCS would be connected via electrical switchgear to an electrical collection system, which would deliver the energy to combining switchgear. The collection system would be installed in accordance with the NESC, with underground cables run in trenches. Fiber optic communications networks would also run underground, generally in the same trenches as the electrical collection system.

7.6 Electrical Substation

The Project is planned to step up the collection system voltage to the interconnection system voltage through a Project substation. The substation would be within the Developable Area and the fence line. Substation equipment would include main power transformers, circuit breakers, metal-enclosed or open-air switchgear, disconnect switches, bus bars, safety grounding and lightning protection system, and a transition structure to the overhead gen-tie that would connect to the Trout Canyon substation and associated transmission line. Substation structures would be approximately 150 - 170 feet per NESC requirements for system voltages of 35 to 500 kV and local authority requirements. The Project substation would be fenced and secured in accordance with North American Electric Reliability Corporation (NERC), NESC, and AHJ requirements.

7.7 Access Roads and Connector Roads

Primary construction traffic to the Project would originate from Nevada Route 160 to Tecopa Road/Old Spanish Trail Highway, then turn north onto Zircon Street for approximately 0.25 mile before entering the Project Area. This portion of Zircon Street for construction access requires a 26-foot travel width with 2-foot shoulders and a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. Operational period traffic would also utilize Nevada Route 160 and Tecopa Road, but during operations, one of two potential access points would be used; Option #1 would be off of Tecopa Road and Gold Street and Option #2 would be off of Tecopa Road and Zircon Street. Existing public roads would remain open to the public during construction.

New service roads would be constructed within the Developable Area along electrical collector line corridors to support Project construction and operation. The number and length of roads would be minimized to the extent possible to reduce surface disturbance. Such maintenance roads would have a permanent travel width of 16 feet and 2-foot shoulders with a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. These service roads would be used during construction to facilitate delivery of components, installation, and wiring, and for scheduled and unscheduled (repairs) maintenance access during operations. All public roads outside of the fence would remain publicly accessible, but fencing would be placed along the public roads to prevent unauthorized access to the facility.

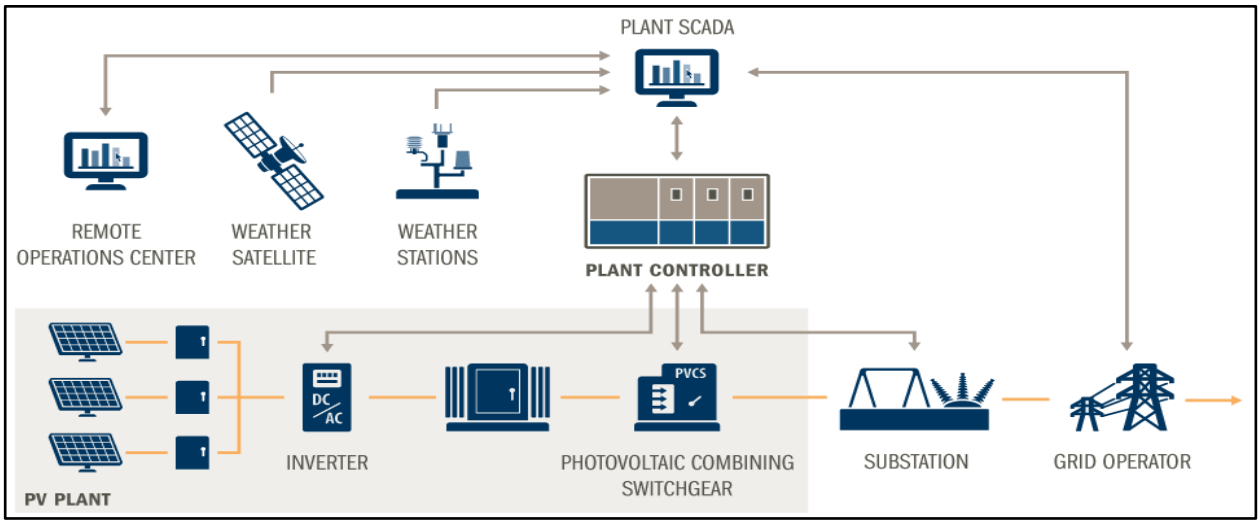
7.8 SCADA System and Fiber Optic Communications

The Project would include a SCADA system to collect operating and performance data from the Project and to provide for remote operation of the facility. The PVMs, PCSs, meteorological (MET) stations, etc. would be linked to a central computer in the O&M facility building and to remote operations center by a fiber optic network (onsite) and cellular, telephone, microwave, or satellite communications (off-site) via a lattice construction microwave tower located near the O&M building. The fiber optic cables used for SCADA communication would be buried with the electrical distribution system in a trench carrying the electrical collection lines to the O&M building.



The SCADA system would interface with the local utility grid operations to allow the utility to monitor plant operations and to disable Project output in case of safety or grid-operation requirements. A system architecture diagram of a typical SCADA system is provided in **Figure 7-7**.

Figure 7-7. *Typical SCADA System*



7.9 Meteorological Station

MET stations would be installed at the Project at various locations. The MET stations instruments are typically mounted on a 10- to 15-foot high approximately, tubular steel tower with guy wires, and a small concrete foundation as depicted in **Figure 7-8**. The MET stations would be located in the interior of the Project PV arrays to accurately measure conditions within the solar arrays and connected to the SCADA system to collect data for analysis and system monitoring.

Figure 7-8. *MET Station (Photo: Nor-Cal Controls 2024)*



7.10 Water Supply

Water for construction and operations will be sourced from one or more existing private groundwater wells and/or a new well permitted by Inyo County within the Applicant's lease. Water rights adequate to support the annual water requirements for construction (Section 8.10) and operations (Section 9.7) are held by the Applicant through agreement with the landowner. The identification of Project water supply wells will be determined upon well testing; all Project water supply wells will be reviewed and approved by the Inyo County Environmental Health Department and all appropriate permits will be obtained.

7.11 Operations and Maintenance Facility

For operations, the Project would include a single or double wide, approximately 2,000 square-foot pre-manufactured O&M building with electric power and lighting, plumbing and sanitation, and HVAC services. Up to 12 unpaved parking spaces including Americans with Disabilities Act (ADA) requirements would be included adjacent to the building. The building would provide a conditioned environment for the safety and health of O&M personnel. Plant monitoring and control equipment (SCADA) may also be installed within the O&M building, or in a separate freestanding insulated and conditioned enclosure.

The O&M building would be located close to the main Project Area entrance, and may be installed on a concrete pad foundation, or on a driven pile foundation, subject to soil conditions. Potable water would be from a well on the Project Area. A permitted septic system and/or tile field (if permitted) would be installed for wastewater treatment and disposal. A commercial power service and meter would provide power to the switchgear and O&M facilities. If a commercial power service is not available, then the Project may utilize a 175 kW generator for the construction trailers and the well pumps.

Up to twelve (12) 40-foot ISO shipping containers would be required for solar and electrical spare parts storage, fitted out with racking and interior and exterior lighting. Storage containers may be installed on sleepers on compacted native earth, or on a gravel base to ensure drainage and accessibility in inclement conditions.

7.12 Temporary Construction Facilities

The Project would have approximately 50 acres of temporary construction facilities that would include secured areas for receiving and storing Project materials (staging areas), water storage ponds, and four to five temporary construction trailers. The construction trailers are intended for construction day use only for office use, as well as a site safety location; approximately 50 people will be using these trailers during construction working hours, which will be locked at the end of each work day. Approximately 500 amps of temporary electrical service would be obtained through a meter installed on a local power line. Sanitation facilities will consist of exterior porta-johns or trailers that contain porta-johns. Workers will bring their own workday food, or a food truck may be provided. This area will include parking for work trucks and personal vehicles for the construction crews. Solid waste generated at the trailers and throughout the site will be hauled and disposed of at a permitted facility by a licensed waste removal contractor approved by the County.

All temporary construction facilities are tentative; these locations would be refined throughout the Inyo County permitting and final design process. These construction facilities would be used throughout the construction period and would then be decommissioned in accordance with the Project's Reclamation Plan, final graded to remove ruts and other disturbances, and then treated with a CDFW seed mix.

7.13 Electrical Collection Lines and Switchyard Interconnection

The power produced by the Project would be generated by the PV modules and collected within the PV arrays via medium voltage (34.5 kV) collection lines. The medium voltage connection lines will carry the generated electricity to the Project substation using a typical overhead or underground cable arrangement at 34.5 kV voltage level.

At the Project substation, this power would then be converted to high voltage (230 kV). The power would be carried between the Project substation and the Trout Canyon substation, located approximately nine miles to the northeast via a 230 kV high voltage overhead gen-tie line.



The high voltage gen-tie transmission line layout and configuration would be designed to accommodate constraints associated with utility easements and any other existing easements. The transmission line would consist of support pole structures, electrical power conductors, fiber optic communication lines and a lightning protection wire above. The overhead transmission pole structures would be approximately 150 to 170 feet tall, depending on terrain and ROW configuration. Structure design for the proposed Project would adhere to all Federal Aviation Administration (FAA) and International Civil Aviation Organization (ICAO) regulations.

The Project has also committed to design and construct the gen-tie line in accordance with appropriate Avian Power Line Interaction Committee (APLIC) guidelines in an effort to avoid avian electrocutions and minimize collision potential.

7.13.1 Gen-tie Line Access Roads

Construction would require access by service vehicles, ground augers, cranes, and trucks carrying the new power poles, conductor wires, and other equipment via temporary access roads. Temporary roads would be developed using a bushwhacker to remove tall brush, while leaving plant root structures to the extent possible. Minimal grading may be needed to remove any localized impediments to passenger and construction vehicles and equipment.

Permanent access along the gen-tie line would consist of a compacted native surface road that should not be traveled more than once per year and only for inspection and possible cleaning or repair. Therefore, the grounds below the gen-tie line would not be substantially altered from their current conditions. Minimal grading would occur to remove any localized impediments for passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other major ground disturbance for access roads within the Project Area should be required.



8 Construction

8.1 Preconstruction Activities

Preconstruction activities would include a topographical survey and civil survey to delineate the following: PVM array boundaries, O&M facility location, access roads, temporary use areas, stormwater features, and the gen-tie line route. Pre-construction wildlife clearance surveys would be conducted within appropriate time windows.

8.2 Geotechnical Investigations and Testing

A geotechnical investigation and accompanying report were previously completed for the Project Area in 2021. According to the report, soils in the Project Area range from silt to gravelly sand. The report provides recommendations on design and methods for solar array and substation foundations that should be considered prior to construction. These recommendations would be reviewed and incorporated into relevant construction plans prior to the start of construction. Additional geotechnical information may be gathered to supplement the 2021 data, if needed.

8.3 Schedule

Construction of the Project would be accomplished by multiple construction crews specializing in various construction components. The overall construction period is estimated to be approximately 18 months and may occur over two phases. Construction would be initiated in the second quarter of 2027. Construction would occur Monday through Friday, 7:00 am to 6:00 pm, unless project schedule demands require a temporary extension of those hours.

8.4 Work Force

Employment during construction may range up to 450 workers depending on the phase of construction. Workers will commute by private vehicle to the site each workday, most likely from cities and towns in Nevada such as Pahrump, located approximately 25 miles from the Project Area, and Las Vegas, located approximately 60 miles from the Project Area, due to availability of housing; camping or staying in recreational vehicles will not be allowed on site or in the local area per Inyo County Code 14.04.040 (Habitation Restrictions). Carpooling to and from the site each workday will be encouraged, which would reduce the number of daily commuter vehicle trips. However, the maximum number of 450 one-way vehicle trips was analyzed. Workers will utilize the construction trailers during the workday for office use and site safety briefings; these trailers will be locked at the end of each workday. Workers will bring their own workday food, or a food truck may be provided. Sanitation facilities for the workers will consist of exterior porta-johns and/or sanitation trailers.



Preconstruction surveys include survey crews, utility workers for local station power, supervisors, and engineers. Site preparation and fencing would commence when environmental restrictions are cleared. Workers would be provided with training on potential environmental restrictions and best practices. The Applicant would use qualified local and non-local contractors/subcontractors according to the equipment and personnel needs of the Project.

8.5 Transportation

A list of vehicles and equipment that would likely be used during construction is provided in **Table 8-1.**



Table 8-1. *Vehicles and Equipment Used for Project Construction*

Activity	Equipment	
Road Construction	Bulldozer Motor Grader Drum Packer Dump Truck/Belly Dump Trucks Gannon Tractor	Water Truck Rubber Tire Backhoe Excavator Scraper
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Concrete Truck Excavator Gannon Tractor Water Truck	Trencher Materials/Waste Transportation Truck Auger Rig Fork Truck to Offload Spools Bobcat
Solar Array Assembly and Erection	Fork Truck Hydraulic Crane Water Truck	Materials Transportation Truck Vibratory Pile Driver
Project Cleanup	Dump Truck Front-end Loader Dozer	Motor Grader Materials/Waste Transportation Truck
Daily Construction Traffic	Full-size Pickups, FedEx, United Parcel Service, and Other Delivery Trucks	Gators, Buses

Trucks transporting Project components and construction materials would access the Project Area from Nevada Route 160 to Tecopa Road and then north on Zircon Street for approximately 0.25 mile before entering the Project Area. The Applicant estimates that 96,125 vehicle trips (60,045 passenger/service truck trips and 15,830 large diesel trucks) and trailer trips would be needed during the construction phase of the Project. There would be undeveloped construction parking for approximately 300 vehicles.

In general, oversized trucks would not be used to transport PVM components to the Project Area but may be required to deliver the main power transformers. It is not anticipated that any road improvements beyond adding a gravel road base to Zircon Street would be needed to accommodate delivery and construction traffic along public roads and highways. The REDA with Inyo County will contain information on road maintenance and restoration that the Applicant will be required to fulfill.

Equipment and material hauling would be performed in a manner to prevent damage to areas outside the Project and minimize interference with existing land use activities. Transportation and construction contractors would obtain all necessary permits for transportation-related elements of the Project from the California Department of Transportation (Caltrans) and Inyo County. A Traffic Management Plan would be drafted to ensure safety and minimize impacts on traffic flow in the vicinity of the Project.

Routine vehicle and equipment maintenance activities would be performed off-site or within the material storage, staging and laydown areas. Broken-down vehicles or equipment would be trucked or towed off-site for repair.

A Habitat Restoration and Integrated Weed Management Plan would be developed in coordination with environmental permitting agencies, to minimize potential impacts from the introduction and spread of



noxious and invasive weeds due to vehicles entering the construction areas. Best management practices would be employed to reduce the likelihood of the introduction of non-native invasive plant species.

8.6 Fencing

A 6- to 7-foot-high security perimeter fence topped with 1-foot of barbed wire would surround the solar arrays and along public roads within the Project Area. New fence lines would be established at the edges of the Project. There would be lockable double swinging security gates constructed at these locations, with access provided to emergency service providers. The facility fences and gates would be marked with the emergency contact information in accordance with Federal, State, and local emergency providers' requirements.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, during construction, the Project would follow the USFWS's most recent protocol for construction of fencing and gates to exclude desert tortoises. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

8.7 General Construction Methods

8.7.1 Vehicles and Equipment

Construction vehicles and equipment would include earthmoving equipment, including but not limited to loaders, various-sized bulldozers, graders, shovels, and backhoes; delivery trucks and semi-tractors; welding rigs, generators, and compressors; and light-duty support vehicles. **Table 8-1** lists specific types of equipment anticipated to be used during construction of the Project.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, the Project would require that all workers, contractors, and all other participants in the activity check under their vehicles or equipment prior to moving them when they are in areas where desert tortoises are likely to be active. All jurisdictional waters within the construction area will be staked as exclusion areas; no vehicle traffic or other activity will occur within these areas.

8.7.2 Clearing and Grading

Site preparation of vegetated areas would involve minimal cutting, leaving part of the shrub and the root structure intact to minimize soil disturbance and reduce potential impacts to desert tortoise. Details pertaining to vegetation management during construction will be included in the Project's Vegetation Management Plan. Minimal grading would occur within the Project Area, primarily at the substation and O&M building site, plus the interior Project roads along electrical collection line corridors; most of the Developable Area will remain at existing grade. Clearing and grading of these areas (approximately 69 acres of the total 2,400-acre Developable Area [3 percent]) would be accomplished using a standard bulldozer, grader, or other similar earthmoving equipment. Twenty-one unlined sediment (stormwater) control basins totaling approximately 20 acres would also be graded and cleared along the Project



boundaries outside of the Project's Developable Area to capture stormwater and sediment leaving the site. These features would be approximately 2 feet deep, range in dimensions up to 95 feet by 670 feet, and would be allowed to revegetate. Therefore, a total of 89 acres would be graded.

Grading would require that affected areas are reseeded after construction is complete, if not covered by gravel roads or equipment foundations. Regrading and revegetation techniques from short-term and permanent disturbance would be provided in a Stormwater Pollution Prevention Plan (SWPPP).

Temporary access to the construction areas would occur by driving over existing vegetation and creating temporary access routes over crushed vegetation; no clearing and grading would be required. This construction method would minimize disturbance of soils and vegetation.

8.7.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the Project's Developable Area to store components and to facilitate construction activities. The storage, staging, and laydown areas would be used to store office trailers, for parking of construction and personal vehicles, storage of construction equipment, and temporary staging and laydown for construction materials. The storage, staging, and laydown areas would be reclaimed following construction.

8.7.4 Fueling Stations

Fueling stations would be established within the Project Area to service construction vehicles. Diesel aboveground fuel tanks would be located at the Project material storage, staging, and laydown areas for vehicle and equipment fueling. Each fuel tank would be located within a temporary secondary containment berm, would be equipped with a spill kit, and would be operated consistent with the Project's Hazardous Materials and Waste Management Plan.

8.7.5 Temporary Construction Water Storage Ponds

It is anticipated that two temporary water storage ponds would be needed during construction. Each construction water storage pond would hold approximately 100,000 gallons, would be lined with a plastic and/or rubber liner, and would have a slight pitch to the corner closest to the transfer pump. Ponds would be filled as necessary from a Project well according to water demands. Their locations would be identified upon a more detailed Project design. Any surface water discharge would comply with water quality and sediment management regulations.

8.7.6 Access and Connector Roads

Construction of the Project would require the construction of new roads within electrical collection corridors to provide access for employees and equipment. Access roads would provide permanent vehicle access throughout the construction, O&M, and decommissioning phases of the Project to the arrays, substation, O&M facility, and the MET towers.



The general road design criteria for the perimeter road and roads to facilities would include the following specifications:

- Roads would have gravel road base and a travel width of 16 feet and 2-foot shoulders and be sloped to match existing grades.
- Approximately 25-foot radius at road centerline.
- Approximately 35-foot radius at minimum or as dictated by the Fire Code Standards at road corners.
- Road base with gravel surface, as dictated by the Fire Code Standards or geotechnical report recommendations, which will also serve to reduce fugitive dust.
- Design speed: Approximately 15 miles per hour.

Where access roads would cross existing underground utilities (if identified) the crossing sites would be designed to be protective of the underground utilities. Access road construction would begin with site preparation. The service and maintenance access roads would be scarified and compacted with water bars installed as necessary. Road construction can also start with rough grading and leveling of roadways. Water bars would be cut across roads as needed to allow for natural drainage of water over the road surface and to prevent road washout. Water would be applied by tanker truck to all Project roads up to six times per workday to control fugitive dust.

After construction, all areas exhibiting soil disturbance would be surveyed for the presence of noxious weeds. Noxious weed control would be performed onsite during construction according to the specifications defined in the Project's SWPPP.

8.7.7 Facility Foundations

Foundations for inverter stations would be driven steel I-beams with a steel skid structure over concrete pads and poured in place over prepared soils. Foundations/pads for other buildings or equipment, such as the substation and O&M building, would consist of a concrete base, poured in place over prepared soils.

8.8 Solar Arrays

The PVM arrays would be assembled and erected at each array site. The PVMs and array frames would be delivered to the specific site, offloaded, and assembled using forklifts and physical labor. The PVM offloading and assembly area would utilize PVM array roads.

Support poles for the PVM tracker units would be galvanized steel piles driven directly into native soil.



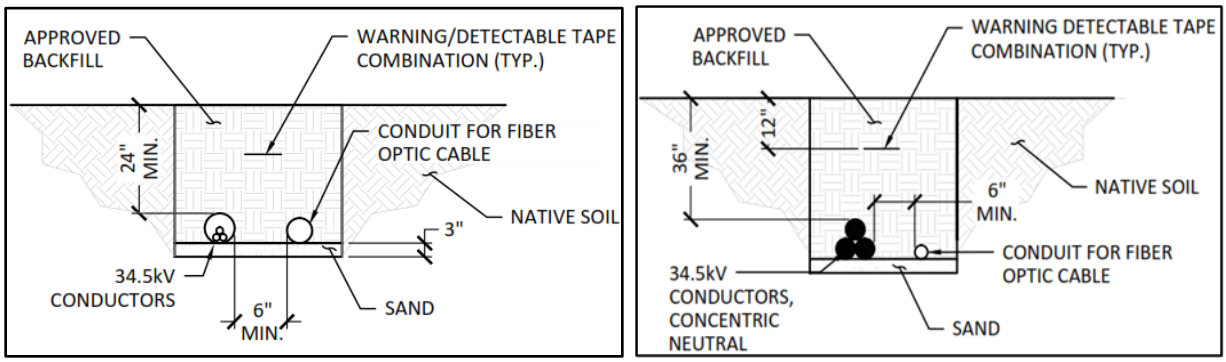
8.8.1 Electrical Distribution System

Electrical distribution system cables for each circuit would be buried in trenches. In locations where two or more sets of underground lines converge, underground vaults and/or pad-mounted switch panels would be used to tie the lines together into one or more sets of larger feeder conductors.

After final grading, the electrical collection system trenches would be reclaimed using seed mixtures and techniques identified in the Project's Decommissioning and Site Reclamation Plan.

Dimensions as shown in **Figure 8-1** are indicative and will be customized based on site-specific requirements in compliance with the code standards.

Figure 8-1. *Electrical Collection System Trench Design*



8.8.2 Substation

Construction of the substation would include:

- Clearing and grubbing the site.
- A grid around the switchgear site and installing a grounding grid. Steel-copper ground rods would be driven into the ground at key locations and bonded to the ground grid.
- Constructing concrete foundations for switchgear equipment designed for the soil conditions at the switchgear site (concrete would be trucked to the site from the nearest acceptable commercial concrete batching plant).
- Installing switchgear components, including circuit breakers, metal-enclosed switchgear, disconnect switches, relays, battery and charger, surge arrestors, AC and DC supplies, control house, SCADA, and grounding and associated control wiring.
- Installing a secondary perimeter fence, if needed, and surfacing the yard with crushed rock.

The substation would be equipped with an outdoor motion-activated 'full cutoff' lighting system and safety signs as required by national electric and safety codes.

8.9 Gen-tie Line

8.9.1 Vehicles and Equipment

Table 8-2 lists specific types of equipment anticipated to be used during construction of the gen-tie line.

Table 8-2. *Vehicles and Equipment Used for Gen-tie Line Construction*

Activity	Equipment	
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Winch / Spool Truck Boom Truck Fork Truck to offload spools Man-lift Bucket Truck	Trencher Materials/Waste Transportation Truck Auger Rig Cranes Excavator

8.9.2 Clearing and Grading

The gen-tie line corridor would not be substantially altered from the current condition. Light grading would be executed to remove any localized impediments to passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other improvements should be required.

8.9.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the gen-tie line construction ROW to store components and to facilitate construction activities if needed. Otherwise, a laydown area could be used. The storage, staging, and laydown areas would be used for parking of construction and personal vehicles, storage of construction equipment, temporary staging and laydown for construction materials, and fueling. The storage, staging, and laydown areas would be reclaimed following construction as per the Decommissioning and Site Reclamation Plan.

8.9.4 Gen-tie Line Construction

Each gen-tie line structure would require the installation of foundations, which are typically drilled concrete piers. First, holes would be excavated for each structure. The holes would be drilled using a truck-mounted excavator equipped with augers of various sizes depending on the diameter and depth requirements of the hole to be drilled.

If the pole requires a concrete foundation, then concrete would be placed to fill the hole with reinforcing steel bars and anchoring bolts. Typically, concrete would be delivered directly to the site in concrete trucks with a capacity of up to 10 cubic yards.



The towers would be brought to the site on tractor trailer flatbeds and offloaded to the temporary laydown area within the Project Area or in the construction ROW of the gen-tie line. The structure would then be assembled and fitted with cross-arms, supports, insulators, etc., as needed by final designs. Assembly would be facilitated onsite by a small truck-mounted crane. Subsequent to full or partial assembly, the entire or the lower portion of the structures would be lifted onto the foundation using a large crane designed for erecting towers. The crane would move along the ROW as towers are erected. Helicopters will not be utilized.

The gen-tie line would consist of three power conductors, communications (fiber optic) below the power conductors, and possibly a lightning protection wire above. Pulleys and winch trucks would be used to install the powerlines, and ground and communication cables to their final positions and tensions.

8.10 Water Use During Construction

Construction of similar, utility-scale PV solar projects on more temperate desert sites (with temperatures below 100 degrees Fahrenheit) spanning up to 1 square mile have typically entailed the use of approximately 20 water truck fill-ups per day—each carrying 5,000 gallons (approximately 0.015 acre feet [AF])—during summer periods. For such projects, total water use generally ranged between 0.1 and 0.2 AF per acre annually.

The proposed Project Area, however, is located in a hotter and drier climate and therefore will require additional water. To account for the increased water need, it is conservatively assumed that 0.3 AF will be required for each acre of ground-disturbing activity annually. Furthermore, it is conservatively assumed that this demand will be required on an annual basis.

The proposed Project has an estimated construction water demand of 729 AF per year, based on the 2,400-acre Developable Area, 10 acres for the access road and construction corridors in California, and 20 acres for the retention/sediment basins. Therefore, the 18-month construction period would require a total of 1,094 AF of water.

8.11 Testing and Calibration

After construction, systems, controls, and safety equipment would be calibrated and tested before being placed in service. Qualified technicians and mechanical and electrical experts and electricians would test and inspect solar components, transformers, communications systems, switchgear, and interconnection systems to ensure that they comply with required specifications and are working properly.

8.12 Postconstruction and Revegetation

The final phase of construction is cleanup and restoration of areas disturbed by construction but not required for facility operations. Areas that have been temporarily disturbed by grading or other earthmoving activities would be restored to the preconstruction contours of the land to the extent possible and consistent with future operating needs. Work may consist of re-contouring areas, establishing vegetation, and applying



mulch to provide additional erosion control. Ungraded areas disturbed only by overland travel would be assessed in coordination with Inyo County to determine if restoration is needed for recovery of the area. Temporary disturbance areas would be revegetated using seed mixtures and techniques developed in consultation with Inyo County or CDFW.

Noxious and invasive weed control would continue onsite during the restoration process. Active management after initial seeding would help ensure the success of the revegetation process.

Upon completion of construction and restoration, fences and other previously existing structures would be reestablished to as good a condition or better than that existing at the start of site preparation and construction activities.

8.13 Health and Safety Program

Construction activity, personnel onsite, and worker travel could potentially have impacts on health and safety during the approximately 18-month construction period. However, in general the Project would have minimal impacts on fire, medical, and law enforcement services. Photovoltaic solar facilities are not generally associated with fire risk. During both construction and operations, the plans and procedures described in the following sections would serve to greatly reduce the chances that medical and law enforcement services would be required.

Prior to the start of construction, the Applicant would conduct a safety assessment to identify potential safety issues and to develop measures that would be employed to mitigate them. Potential safety issues include site safety and security, worker on-site and off-site (travel) injuries, fire control, safe work practices, heavy equipment transportation, and traffic management. A health and safety program would be developed to protect both workers and the public during Project construction, including a site-specific Emergency Response Plan and Health and Safety Plan with guidelines and procedures.

8.13.1 Site Safety and Security

The Project would post warning signs along the Project access roads from Nevada 160 to the Project Area boundary informing the public of construction activities, warning of increased vehicles and potential wide loads on the roads, and directing that the public does not enter the site. For areas where public safety risks could exist and site personnel would not be available 24/7 to control public access (such as excavated foundation holes and electrical distribution system trenches), warning signs and temporary fences or flagging would be erected. Fencing also may be installed around material storage, staging, and laydown areas, which would be locked after each work day. Other areas determined to be hazardous or where issues of security or theft are of concern also may be fenced. Temporary fencing around unfinished excavations and other potential hazards typically would consist of a high-visibility plastic mesh or red/yellow danger tape. The Applicant also may use security guards, cameras, and/or additional fencing, if necessary, to protect public health and safety and Project facilities. Public safety assistance would be expected to come from the Inyo County Sheriff's Office, Shoshone Substation. Per the Sheriff's Office, response time from the Shoshone Substation to the Project site would be approximately 30-40 minutes.



The site-specific Health and Safety Plan is provided to all workers and is available electronically and in hard copy on site. It is generally reviewed and updated at least annually and all changes are communicated to workers. The purpose of the plan is to provide compliance with Health and Safety federal, state and local requirements, Project and site-specific concerns, and the EPC's corporate Health and Safety guidance. Site safety procedures would address a zero-injury safety policy, responsibilities and roles of personnel, health and safety for subcontractors, worker safety orientation and training, severe weather conditions, and accident/incident reporting procedures. The site safety procedures would also outline employee safe work programs, including drug and alcohol policies, hazardous materials, fire protection, respirator use and maintenance, confined workspaces, and potential work hazards such as blood-borne pathogens, electrical hazards, and environmental dangers.

8.13.2 Emergency Response

An Emergency Response Plan provides information and instructions to guide site managers, workers, and first responders in preparing for, and safely responding to, an incident, fire, or other emergency associated with the solar facility and appurtenant systems. The Emergency Response Plan includes the general hazards and nearby exposures related to construction and operations, as well as detailed information including but not limited to the Incident Command System, safety, staging areas, site access, lock box access, and water supply. The EPC contractor must have a qualified health and safety individual at the construction trailer from construction start to completion. This individual must be EMT trained. The construction trailer must contain a first aid kit and a defibrillator.

Emergency response procedures would include emergency recognition and prevention, organization and personnel responsibilities, emergency alerting procedures, maps and diagrams of the facilities, incident documentation, investigation responsibilities, and post-emergency activities. Specific emergency response procedures for medical, severe weather, power outages, and other situations would also be addressed. It is expected that emergency medical response would typically come from Pahrump, Nevada, located 28 miles (30-40 minutes) from the Project Area. Additionally, workers would be trained in access routes and other emergency preparedness, which would assist in reducing impacts related to response times.

Emergency response procedures would be included in a Health and Safety Plan. The Applicant would be responsible for implementing emergency procedures during the course of the Project.

8.13.3 Fire Management and Protection Plan

Fire prevention and suppression procedures would be provided in the Emergency Response Plan and would address potential fire sources and appropriate safety and fire prevention measures. Project-specific fire sources could include vehicle exhaust systems, fueling operations, smoking, electrical work, and onsite flammable liquid storage. Fire suppression, emergency preparedness, and emergency notification and follow-up procedures would be addressed, and other measures such as carrying fire extinguishers and shovels would be incorporated into the procedures. Fire response could come from the Southern Inyo Fire Protection District in Tecopa (25 miles/30-40 minutes), from a new fire station in Charleston View (completion date to be determined), or from Pahrump, Nevada.



8.13.4 Traffic Management Plan

Traffic management and transportation procedures would be included in the Traffic Management Plan. Traffic management procedures would be designed to minimize potential hazards from increased truck traffic and worker traffic and to minimize impacts to traffic flow in the vicinity of the Project. The procedures would present Project-specific information on traffic and circulation in the Project Area, truck traffic volumes, traffic situations, areas of congestion, and special traffic concerns such as the location of school bus routes, and specific traffic management measures including informational signs, flaggers when equipment blocks throughways, and traffic cones to identify any temporary changes in lane configuration.

Transportation procedures would address issues specific to transporting Project components, as well as construction equipment, including but not limited to trucks, loaders, various-sized bulldozers, shovels and backhoes, welding rigs, generators, and compressors. Equipment and material hauling would be performed in such a manner as to prevent damage to areas outside the Project and to minimize interference with existing uses of lands crossed.

The transportation procedures would describe regional and local access routes and affected roadways, traffic volumes, pavement conditions, and traffic mitigation measures. The procedures would describe travel routes for construction materials, current and predicted traffic volumes for construction access routes, and BMPs for handling traffic along these transit routes during Project construction. The procedures would also identify the processes for complying with any state requirements.

8.13.5 Grounding

Grounding equipment would be installed at the Project substation, PV racking systems, combiner boxes and inverters. Each transformer also would be grounded to protect equipment and personnel. The Project substation would include a below grade grounding grid.



9 Operation, Monitoring, and Maintenance

After construction, onsite personnel would operate and maintain the Project. Public access would be restricted to protect public safety and prevent vandalism.

9.1 Work Force

Operation of the solar energy facility would require approximately six to ten full-time employees. The operations workforce would include off-site facility managers, administrative support, SCADA instrument and PVM technicians, and other monitoring and maintenance personnel. There would be no on-site housing. The majority of the employees would be full-time throughout the anticipated life of the Project. During the first several years of Project operations (the warranty period), additional personnel employed by the component manufacturer(s) may be onsite conducting equipment performance monitoring and calibration. Seasonal workers will be onsite to support vegetation management as needed.

9.2 Operation and Maintenance Activities

Routine maintenance of the PVM arrays would be necessary to optimize performance and to detect potential malfunctions. O&M procedures would be established that define specific routine PVM array maintenance and inspection activities based on the PVM manufacturer's recommendations.

Transformers and inverter units would be maintained as part of normal O&M activities. Periodic inspection and/or maintenance of underground electrical collection lines may be required during the life of the Project. These activities would be conducted pursuant to prudent utility practices. Switchgear maintenance activities would include routine, scheduled equipment maintenance, grounds keeping, and emergency maintenance in the event of equipment failure. Switchgear maintenance would be performed by Project personnel or approved contractors. Inoperative PVMs would be repaired, replaced, or removed in a timely manner.

Once temporary reclamation is complete and vegetation is stable following construction, noxious weed surveys would continue on an annual basis. Routine maintenance would include weed monitoring and treatment that would be outlined in the SWPPP.

9.3 Products Used for Monitoring and Maintenance

The Project would utilize a meter on a local power line for power during the operational phase. Should the local power source be unavailable, the Project may utilize a 20-kW propane generator for service power.

No new raw materials would be routinely required for Project operation, once each phase of construction is completed and commercial operation is achieved. Materials brought onto the site after commercial operation is achieved would be limited to those required for O&M, repair or replacement of components, systems or structures necessary for continued safe and reliable operation.



Materials typically used for O&M of the Project may include mineral or biodegradable transformer dielectric fluids, natural or synthetic oils as lubricants, cleaning agents, and herbicides for weed control. These materials, some of which may be classed as hazardous, would be stored in small quantities (less than 50 gallons) securely at the O&M facility. Batteries, for switchgear tripping or uninterruptible power supplies (UPS) for SCADA or computers may include materials classified as hazardous, depending on the specific type of energy storage technology utilized.

Hazardous materials use, storage, and disposal would be in accordance with the Project's Hazardous Materials and Waste Management Plan and would comply with applicable local, state, and federal environmental laws and regulations. The plan identifies hazardous materials that would be used, stored, or transported and establishes inspection procedures, storage requirements, storage quantity limits, inventory control, non-hazardous product substitutes, and disposal of excess materials. The plan also identifies requirements for notices to federal and local emergency response authorities and includes emergency preparedness and response plans, including spill response. Accidental releases of hazardous materials would be prevented or minimized through proper containment of these substances during transportation to the site, storage onsite, and use. Hazardous waste would be removed and disposed of off-site in an appropriately permitted disposal facility.

Hazardous substances or hazardous wastes that are oils or mixed with oils are subject to Spill Prevention, Control, and Countermeasure (SPCC) rule requirements and would be managed according to a Project SPCC Plan for Project O&M. The SPCC Plan would be supplemented by other plans, as necessary, describing control and response procedures for other hazardous materials or wastes regulated by the Resource Conservation and Recovery Act and not included in the SPCC Plan.

The Project Hazardous Materials and Waste Management Plan would also identify the waste streams expected to be generated at the site and address solid waste determination procedures, waste storage locations, waste-specific management and disposal requirements, inspection procedures, and waste minimization procedures. Disposal of liquid and solid waste produced during operation of the solar energy facility would be done so as not to impact human health and the environment.

9.4 Site Security

The facility requires security during the operations phase. A permanent fence would be installed around the Developable Area and the retention/sediment basins. The typical fence profile is 6- to 7-feet of 2-inch cyclone mesh, with two to three strands of barbed wire above the cyclone. The finished fence is standard for most electrical installations and is required by National Electric and National Safety Codes to prevent unauthorized personnel from gaining access to energized components. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

The Project also would be marked with warning and no trespassing signage on fences, gates, and electrical equipment. All gates, access doors, and ports would be locked at all times.



9.5 Lighting Plan

All site lighting will comply with Inyo County's Outdoor Lighting Ordinance (Title 18.79). The O&M facility and substation would have motion-activated, downward pointing/full cutoff nighttime lighting (designed to limit upward light pollution or across Project boundaries) to minimize effects on dark night skies. The lights within the O&M facility would be installed on the exterior of the O&M building and the storage shipping containers. This lighting may also be placed at gates or other locations to provide additional security. Electricity for the lighting would be provided by the local utility via a commercial meter.

9.6 Gen-tie Line

The gen-tie line would be inspected periodically as required, for conductor soiling, corrosion or oxidation, operating temperatures, physical damage, etc.

9.7 Operational Water Needs

Solar panel washing is not anticipated. The main water demand components for the operational phase of the Project consists of water use associated with the O&M building. The estimated total annual water use during operations is approximately 0.014 AF per year, totaling approximately 0.68 AF over the Project's 48.5-year operational period. This water would be obtained from an existing well or a new well permitted by Inyo County. Drinking water will also be supplied via a 5-gallon cooler dispenser in the O&M building.

10 Decommissioning

The Applicant is seeking a 50-year REDA for the Project on private land in Inyo County. At the end of the Project's useful life, the solar arrays and gen-tie line would be decommissioned and dismantled, and some components would be recycled or re-used. While it is possible that the Applicant may want to work with Inyo County to repower the site at some point in time, repowering is beyond the scope of this Project. Project decommissioning would be completed, including reclamation, in compliance with all applicable federal, state, and local requirements on or before the REDA expiration date. The Project's Reclamation Plan would provide specific details as to how decommissioning would be accomplished and would be based on a final layout. While speculative at this point, it is assumed that the same amount of water would be used per year (729 AF) for decommissioning as would be used for construction.

10.1 Facility Decommissioning

Decommissioning is a systematic deconstruction process that would involve removal and off-site recycling, reuse and disposal of the infrastructure and associated facilities within the solar energy facility. Many of the activities involved with Project decommissioning are similar to those performed for Project construction.

In general, decommissioning of the Project would involve disassembling the PVM arrays and associated infrastructure and salvaging valuable equipment, such as PVM array steel, electric components, and materials such as steel and copper. The Applicant would attempt to salvage economically recoverable materials and to recycle solar energy components for future uses. Unsalvageable materials would be disposed of at authorized locations. Associated infrastructure, including conductors, cables, poles, and roads would be removed unless otherwise allowed by Inyo County to remain in place. Demolition or removal of equipment and facilities would meet applicable environmental and health regulations.

Following the removal of Project facilities, the site would undergo final cleanup and reclamation as would be detailed in the Decommissioning and Site Reclamation Plan. Concrete foundations would be removed to 3 feet below grade and reseeded as appropriate. Areas disturbed during removal of Project features would be restored and rehabilitated as near as possible to their preconstruction condition and would be available for the same uses that existed prior to construction of the Project.

10.2 Gen-tie Line Decommissioning

Similar activities would occur with the decommissioning of the gen-tie line. The electrical lines and structures would be removed using trucks and cranes and would be moved to a designated laydown area. The electrical power conductors would be removed from the poles and recycled, as would the metal poles and lattice structures. Any material deemed hazardous or unusable would be trucked off-site using tractor trailer flatbeds and disposed of at authorized locations. If foundations are utilized for metal structures, they would be removed to a minimum of approximately 3 feet below the surface. All foundation holes would be refilled, compacted, and reseeded as appropriate. The unimproved service and maintenance route along the corridor would be scarified, compacted, water bars would be placed if and where necessary to prevent



erosion, and the route reseeded in accordance with the County approved Decommissioning and Site Reclamation Plan.



11 References

Inyo County. (2002). Inyo County General Plan: Land Use and Conservation/Open Space Elements. Diagram 29. Charleston View. Available at: https://www.inyocounty.us/sites/default/files/2020-02/Landuse%20Diagrams.pdf

Inyo County. (2015). Inyo County Renewable Energy General Plan Amendment: Final Errata to the Final Program Environmental Report. Available at: https://www.inyocounty.us/sites/default/files/2020-04/FinalREGPA33015.pdf

Lumby, B., & Miller, A.J. (2011). Utility scale solar power plants: a guide for developers and investors. Photo of Utility Scale Photovoltaic System. Available at: https://api.semanticscholar.org/CorpusID:107545014

Nor-Cal Controls. 2024. Homepage: Photo of MET station. Available at: https://norcalcontrols.net/met-stations/



EXHIBIT D
CONDITIONS OF APPROVAL FOR REGION I DEVELOPMENT

1. **Hold Harmless**
   The owner/developer shall defend with counsel acceptable to Inyo County, indemnify, and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul an approval of the County, its advisory agencies, its appeals board, or legislative body concerning REDA 2026-01/Bonanza Peak Solar, LLC, including all associated environmental review. The County shall promptly notify the owner/developer of any such claim, action, or proceeding and shall cooperate fully in the defense. The County reserves the right to prepare its own defense with counsel of its choosing, at the County's sole cost and expense.

2. **Project Term**
   Renewable Energy Development Agreement 2026-01 allows for a 50-year project lifetime commencing with issuance of building permits from Inyo County or six months after project approval, whichever occurs first.

3. **Compliance with Applicable Law**
   The owner/developer shall conform to all applicable provisions of the Inyo County General Plan, County Code and State law and regulations, including the California Building and Health and Safety Codes and CUPA (Certified Unified Program Agency). Failure to comply may result in the termination of REDA 2026-01 subject to and in accordance with the termination provisions, including notice and cure provisions, of REDA 2026-01.

4. **Compliance with other Affected Agencies**
   Prior to issuance of grading or building permits, the owner/developer shall obtain all required permits and approvals from applicable agencies, which may include but not be limited to Great Basin Unified Air Pollution Control District, Lahontan Regional Water Quality Control Board, the Bureau of Land Management; US Fish and Wildlife; and the California Department of Fish and Wildlife.

5. **Decommissioning Plan and Financial Assurance**
   As per section 21.20.030 and 21.20.040 of the Inyo County Code, the owner/developer has submitted a staff approved decommissioning plan.

   - A financial assurance mechanism that covers all current costs to implement reclamation under the decommissioning plan shall be prepared and submitted to the County prior to the issuance of building or grading permits.

- Upon reasonable notice from the County, the owner/developer shall submit to an annual inspection of the project site and any updates to the decommissioning plan with corresponding updates to financial assurance based on the Consumer Price Index shall also be included.

- Reasonable, actual, and documented annual project site inspection costs related to staff time and travel will be paid annually when presented to the owner/developer.

Failure to comply with the financial assurance requirements may result in the termination of REDA 2026-01 subject to and in accordance with the termination provisions, including notice and cure provisions, of that agreement.

6. **Compliance with PEIR, Addendum and all PEIR MMRP Requirements.**
The project shall comply with all applicable mitigation measures identified in the Addendum and PEIR in compliance with the PEIR MMRP requirements. Failure to comply may result in the suspension or termination of REDA 2026-01.

7. **Sales and Use Taxes**
The developer shall undertake specified actions in contracting for construction of the project so as to allocate sales and use taxes paid in connection with project construction to the County to the maximum extent provided by law. For all contracts meeting the qualifying threshold for California Department of Tax and Fee Administration ("CDTFA") jobsite registration, the developer shall include language in its construction contracts, and require all contractors to include language in their subcontracts, identifying the jobsite within unincorporated Inyo County as a place of business of the contractor or subcontractor and place of sale of fixtures furnished and installed by the contractor or subcontractor and requiring its construction contractor and subcontractors to allocate sales and use taxes to the County, to the maximum extent provided by law, in its CDTFA filings and permits.

Prior to a contractor's or subcontractor's commencement of work on the project, the developer shall deliver to the County a list identifying each contractor and subcontractor holding a contract meeting the threshold for CDTFA jobsite registration, including: (a) business name and contact information for the individual most knowledgeable about sales/use tax reporting for the Project; (b) scope of work and confirmation that the contract value meets the threshold stated above; and (c) CDTFA account number and, when issued, a copy of any sub-permit issued specific to the Project jobsite. Developer shall update this list within 30 days of any change, including the addition of any such contractor or subcontractor.

The developer shall deliver to the County copies of all sales and use tax returns filed with CDTFA by developer, its contractors, and subcontractors that relate to the Project, within

30 days of filing. Returns may be redacted to protect proprietary or competitively sensitive information, provided that redacted returns are accompanied by sufficient supplemental evidence for the County to confirm compliance with this condition.

8. Property Tax Cooperation

Developer shall promptly comply with all applicable property tax reporting requirements and with written requests for assessment information issued by the County Assessor pursuant to applicable law, including information reasonably necessary for the Assessor to determine Excluded Value under Section 10(a)(iii) of the Renewable Energy Development Agreement (REDA).

Without limiting the foregoing, upon written request of the Assessor made pursuant to Revenue and Taxation Code Section 441(d), Developer shall furnish to the Assessor, within thirty (30) days after receipt of such request, (a) a copy of Developer's most recent annual financial statements (audited, if audited financial statements are prepared for Developer), and (b) a copy of each power purchase agreement then in effect for the Project, including any amendments, which the Assessor may request not more than once in any calendar year. Developer shall not refuse or delay compliance with a request for such information under Section 441(d) on the ground that all or any portion of the Project is, or is asserted by Developer to be, eligible for exclusion from assessment or taxation; provided that nothing in this sentence limits the dispute-resolution or reservation-of-rights provisions of this Condition. All information furnished under this Condition shall be provided directly to the Assessor, shall be deemed furnished pursuant to Revenue and Taxation Code Section 441, and shall be held confidential and used solely for assessment purposes in accordance with Revenue and Taxation Code Sections 408 and 451.
Developer's compliance with this Condition shall be determined exclusively under applicable property tax law, and any dispute regarding the scope or timing of a request, the classification or valuation of property, or the applicability of an exclusion, exemption, or other assessment rule shall be resolved through the procedures provided by property tax law, except that any dispute regarding the Excluded Value shall be resolved as provided in Section 10(a)(iii) of the Agreement.

No failure or alleged failure to comply with this Condition shall constitute a default of or under the Agreement (including under Section 19(a)(ii)), a basis for termination of the Agreement or of the REP, or grounds for withholding, suspending, conditioning, or revoking any project land use entitlement. Except as expressly provided in Section 10(a)(iii) of the Agreement, nothing in this Condition constitutes an admission regarding the value, classification, ownership, situs, or taxable status of any property, binds or directs

the Assessor in the performance of any statutory duty, or waives any assessment appeal, refund claim, or other remedy available to Developer.

9. Mitigation Land

The owner/developer shall prepare and record deed restrictions on the Kingston View mitigation parcels with Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47 and on that 600 (or more) acres of the 2000-acre Campito Peak Property located immediately south of Kingston View which is selected by owner/developer and CDFW as mitigation land. The deed restrictions shall disallow or have the effect of disallowing the use of groundwater on these parcels in perpetuity, except for water used for projects related to the mitigation being conducted. The foregoing is to meet the requirements of General Plan Policy WR-3.7.

10. Groundwater Monitoring and Contingency Plan

The owner/developer shall provide a voluntary groundwater monitoring plan (VGMP) that adequately monitors any participating residential well within a half-mile radius of the project production wells during the construction phase. The VGMP shall be prepared by a CA-licensed hydrogeologist. Participation will be voluntary and is not a requirement by the County. Participating wells must have installed and working flow meters. Any well owner participating in the program will be provided with the water level data for their well in real time (if present) and on a monthly, time-weighted average basis, as prescribed in the VGMP, and shall agree to hold the County harmless. The VGMP shall include the following at a minimum:

- Description of measurement equipment to be employed
- Routine monitoring (Daily for the first week, then weekly for week 2-4, then monthly or as determined to be necessary after that for the duration of construction) to capture well data
- Participants will be provided with copies of the weekly and monthly reporting documentation that will also be provided to the County
- A contingency plan with adequate recovery means and methods if water levels in participant wells drop below a threshold as a result of construction water extraction, based on pre-construction trends.

The hydrologist shall provide monitoring reports upon the request of the county during the construction phase. At the conclusion of the VGMP, the owner/developer shall submit a complete monitoring log with data and hydrographs in a summarized conclusion of the results.

Prior to the issuance of building permits, the VGMP shall be provided to the County for review and approval. The VGMP shall be effective during the construction phase in which groundwater is in high usage. Water shall not be used for washing or rinsing panels once the Project is in operation.

11. Transient Housing

No employee housing shall be permitted on the project site. No employee camping shall be permitted on or off the project site.

12. Construction Activities

Construction activities associated with the Project shall be limited to Monday through Friday between the hours of 6:00 a.m. and 7:00 p.m., and Saturday between the hours of 8:00 a.m. and 5:00 p.m. No construction activities shall occur on Sundays or legal holidays.

13. Security

The owner/developer shall provide on-site security during construction and operation, as necessary to prevent trespass, vandalism, and unauthorized access.

14. Traffic Control and Dust Management

The owner/developer shall provide and implement or cause its contractor to provide and implement an approved traffic control plan and dust suppression measures during construction, including implementation of construction best practices for dust control and posted speed limits within the project site and along approved haul routes prior to the issuance of building permits. Maintenance of Zircon Road from the northern boundary of Tecopa Springs Rd. (aka Old Spanish Trail Highway) to the boundary of developer's project shall be the responsibility of the owner/developer during the life of the project.

15. Old Spanish Trail Highway

Any damage caused by the Bonanza Peak Solar project to Old Spanish Trail Highway during construction and/or the life of the project shall be fixed in accordance with the policies and procedures of the Inyo County Road Department.

16. Lighting

The Project shall be subject to the County's Outdoor Lighting Ordinance Section 18.74 of the ICC and the Avian and Bat Protection Plan approved by the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service during construction and for the life of the project.

17. Waste Management Plan

Prior to issuance of grading or building permits, the owner/developer or its contactor shall submit a Construction Waste Management Plan for review and approval by the County Building and Safety Department.

18. Emergency Response Plan

Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit an Emergency Response Plan for review by the County and applicable emergency service providers including, but not necessarily limited to, the Southern Inyo Fire Protection District.

19. Employ and Train Local Labor

Owner/developer shall make good faith efforts to recruit and hire qualified workers from within Inyo County and surrounding communities. Such efforts shall include local job postings, coordination with local workforce development agencies, and outreach to local residents regarding employment opportunities associated with the Project, in compliance with General Plan Policy ED-4.5.

20. Notification of local Native American Tribes

Per ICC, Section 9.52, Disturbance of Archaeological, Paleontological and Historical Features, the owner/developer shall notify a representative from local Native American tribes in the event human remains are uncovered and shall comply with all local, state and federal laws in the event that native artifacts or human remains are found.

21. Project Regions

Building and grading permits shall be applied for and issued for the entirety of the Region under REDA 2026-01 and not for a portion of the Region. If this Agreement terminates and Exhibits C and D survive as a Renewable Energy Permit under Section 5(b), and the use provided by REDA 2026-01 is not commenced within two (2) years of the date of such termination, the Renewable Energy Permit will become void unless the developer timely applies for and obtains an extension. Commencement shall be considered to include the submission of applications for required permits and approvals.

22. Compliance with Plan of Development and Project Description

The development shall conform to the Plan of Development and Project Description relied upon for review under CEQA. This includes, but is not limited to, maintaining total groundwater extraction on/from the Property at or below the quantity described in the Plan of Development and analyzed in the Addendum. The owner/developer shall monitor all groundwater extraction on the Property and report amounts to the County upon request. Notwithstanding the foregoing, a modification of the boundary between Region I and Region II may be approved by the Planning Department or other County decision maker

as authorized by Section 5(d) of REDA 2026-01. Any other modification to the Project as described in the Plan of Development shall be reviewed in accordance with Sections 5(c), 6 and 11 of REDA 2026-01 and subject to environmental review as required by law. Any modification so reviewed and approved shall be deemed authorized and approved pursuant to this condition.

In the event of termination or invalidation of REDA 2026-01 and survival of Exhibits C and D as an REP, the Planning Director shall determine, consistent with Inyo County Code Section 18.81.130(A)(1), whether a proposed modification is in substantial conformance with the Plan of Development. A modification shall be determined to be in substantial conformance, and may be approved by the Planning Director without public notice or hearing, if the Planning Director finds that the modification (i) is minor when considered in light of the Project as a whole; (ii) does not conflict with any mitigation measure or condition of approval applicable to the Project; and (iii) does not constitute an increase in the electric generating or transmission capacity of the facility by ten percent or more per Inyo County Code Section 21.08.050 or any successor provision, provided that total capacity does not exceed the limits set forth in the Inyo County General Plan. Substantially conforming modifications include, without limitation, changes in equipment type, manufacturer or technology, and adjustments to the layout, location or dimensions of arrays, internal roads, fencing, the substation, the operations and maintenance facilities or the generation-tie line within the Project site. The Planning Director shall act on a request for a substantial conformance determination within forty-five (45) days after receipt of a complete request and shall provide the owner/developer with written confirmation of the determination. Any modification that the Planning Director determines is not in substantial conformance with the Plan of Development and Project Description shall be subject to review and action pursuant to the Inyo County Code then in effect, provided that the scope of such review shall be limited to the modification requested and shall not reopen any provisions of the Project's approvals not affected by the modification.

Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Project shall be those shown in the Plan of Development, which are hereby established as the development standards for the Project in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. This condition shall survive the termination or invalidation of REDA 2026-01 and shall continue to apply to the Project for so long as Exhibits C and D remain in effect as an REP.

EXHIBIT E
EXISTING DEVELOPMENT REGULATIONS FOR REGION I DEVELOPMENT

Inyo County General Plan
- Inyo County General Plan (adopted December 2001), all elements and land use maps and diagrams, as amended through the Effective Date, including (but not limited to) the Renewable Energy General Plan Amendment (GPA No. 2013-02, adopted by Resolution No. 2015-26, March 24, 2015) and its SEDA Overlay
- The SEDA Overlay land use diagram and inventory maintained pursuant to the REGPA implementation measures

Inyo County Code
- Title 18 (Zoning)
- Title 21 (Renewable Energy Development), as amended by any ordinance clarifying Section 21.20.020 adopted on or before the Effective Date
- Title 20 (Development Agreements)
- Title 16 (Subdivisions)
- County road and encroachment/improvement standards (Titles 11 and 12, and any Board-adopted road standards resolutions)

COPIES OF THE EXISTING DEVELOPMENT REGULATIONS LISTED ABOVE ARE ON FILE IN THE INYO COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

RENEWABLE ENERGY DEVELOPMENT AGREEMENT AMONG THE COUNTY OF INYO, BONANZA PEAK SOLAR II, LLC, THE MARY LEE WILEY LIVING TRUST, SECTION 20, LLC, AND MARY JANE CHRISTENSEN FOR REGION II OF THE BONANZA PEAK 500 MEGAWATT PHOTOVOLTAIC ELECTRICITY GENERATING FACILITY PROJECT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this *[date of agreement]*, by and among the County of Inyo, a political subdivision of the State of California (the "County"), *Bonanza Peak Solar II, LLC* a Delaware limited liability company (the "Developer"), the Mary Lee Wiley Living Trust, Section 20, LLC, a Nevada limited liability company, and Mary Jane Christensen, an individual (individually an "Owner" and collectively "Owners"). The County, the Developer and the Owners shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. California Government Code, §§ 65864 *et seq*. provides that the legislative body of a city or county may enter into a development agreement for the development of real property in order to vest certain rights in the developer and to meet certain public purposes of the local government. Pursuant to Gov. Code, § 65865, the County has adopted Ordinance #946 establishing procedures and requirements for the approval of development agreements, and Ordinance #1158 applicable to renewable energy development agreements specifically (see Inyo County Code Titles 20 "Development Agreements" and 21 "Renewable Energy Development"). Developer has applied to the County pursuant to Gov. Code, §§ 65864 to 65869.5 and pursuant to the Inyo County Code for approval of this Agreement.

B. The Parties desire to enter into this Agreement in order to facilitate the development of certain property known as the Wiley Property, owned in fee simple by the Owner (the "Property") in which Developer holds a leasehold interest, which Property and Development are more fully described in Exhibit A and shown on the map set forth in Exhibit B, both attached to this Agreement. The offsite transmission line (gen-tie) alignment and stormwater retention basins, which are located outside of the solar development area, are described in the Plan of Development which is attached as Exhibit C. The proposed development of the Property consists of two geographic areas, a 400 megawatt (MW) Region I (the "Region I Development") and a 100 MW Region (the "Region II Development"), collectively resulting in the construction of a 500 MW photovoltaic (PV) electricity generating system and associated facilities including an onsite substation, operations and maintenance center, and generation-tie line interconnecting to the Trout Canyon Substation (the "Development").

C. The County has conducted duly noticed public hearings on this proposed Agreement pursuant to Gov. Code, § 65867 and Ordinance #946 and has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs

specified in the County's General Plan as amended by the General Plan Amendments referenced below ("General Plan"). Prior to or concurrently with its approval of this Agreement, the Board of Supervisors of the County ("Board of Supervisors") has also approved: (a) the Programmatic Environmental Impact Report ("PEIR"), *Renewable Energy General Plan Amendment*, State Clearinghouse No. 2014061039, dated March 2015 and approved pursuant to County Resolution No. 2015-26; and (b) an Addendum to the PEIR, _____ approved pursuant to County Resolution No. _____. This Agreement and any subsequent discretionary approvals that may be required by the County for the Region II Development as contemplated in Section 6 shall be referred to herein as the "Region II Development Approvals."

D. The Region II Development of the Property, which is located within the *Eastern Solar Energy Group* and designated by the County's General Plan as the "*Charleston View Solar Energy Development Area*" ("SEDA"), has been found by the County to provide substantial public benefits and help attain certain public objectives, including without limitation: (a) funding to complete CEQA compliant environmental review of the Charleston View Community Plan, to install community signs and, if funding remains, to purchase and maintain firefighting equipment; and (b) providing the County and public with additional revenue from economic activity associated with the Development as specified in this Agreement.

E. Certain development risks and uncertainties associated with the long-term nature of the Region II Development could discourage and deter Developer or any subsequent owner or lessee of the Property from making the long-term commitments necessary to fully develop the Property. Therefore, the parties desire to enter into this Agreement in order to reduce or eliminate uncertainties to such Region II Development over which the County has control.

F. The Region II Development and the use that Developer proposes in connection with the Property have been extensively reviewed and considered by the County and its officers, agencies and departments, and such proposed Development and use have been found to accommodate the County's recommendations and suggestions in order to protect the public's interest and to enhance the desirability, from the public's perspective, of such proposed Development and use.

G. As permitted by law, the County and the Developer desire to establish design and development standards for the entire build-out period of the Region II Development, including with respect to the permitted uses for the Region II Development, and to identify the scope of public infrastructure improvements and/or contributions to be required for, and as a result of, the Region II Development.

H. The County recognizes that Developer may sustain substantial losses if the County were to default in its obligations or commitments herein undertaken, including without limitation the substantial investment made by Developer to plan and obtain entitlements for the Region II Development.

I. The County, by electing to enter into contractual agreements such as this Agreement, acknowledges that the obligations of the County shall survive beyond the term or terms of the present Board of Supervisors members, that such action will serve to bind the County and future Boards of Supervisors to the obligations thereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of the County. By approving this Agreement, the Board of Supervisors has elected to exercise certain governmental powers at the time of entering into this Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have been found to be fair, just and reasonable, and the County has concluded that this Agreement will serve the best interests of its citizens and the public health, safety and welfare will be best served by entering into this obligation. The County acknowledges that Developer might not consider or engage in the Region II Development without the assurances of development entitlements that this Agreement is designed to provide.

J. This Agreement will facilitate the development of the Property in accordance with the Region II Development Approvals by providing the Developer and its creditors with a greater degree of certainty of the Developer's ability to expeditiously and economically complete the Region II Development, and the parties agree that the consideration to be received by the County pursuant to this Agreement and the rights secured to the Developer hereunder constitute sufficient consideration to support the covenants and agreements of the County and the Developer. By entering into this Agreement, the County desires to allow the Region II Development pursuant to this Agreement, the land-use ordinances, rules, regulations and policies applicable on the "Effective Date," as defined in Section 4 as amended, if at all, by this Agreement and, pursuant to this Agreement, to vest in Developer, to the fullest extent possible under the law, all possible development entitlements in order to complete the Region II Development.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. *Binding Effect of Development Agreement.* This Agreement pertains to the Property as described in Exhibits A, B and C. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the parties to this Agreement and constitute covenants that run with the Property. In order to provide continued notice thereof, this Agreement will be recorded by the Parties. Upon the acquisition or lease by Developer of a legal or equitable interest in any additional property necessary for the Development (the "Additional Property"), the Additional Property may become part of the Property as defined in this Agreement upon approval by the Board of Supervisors of Inyo County (the "Board") following any required environmental review. In such event, the County and the Developer shall amend the legal description and depiction of the Property attached hereto as Exhibits A and B and the Plan of Development attached as Exhibit C to add the Additional Property.

2. *Relationship of the Parties.* It is hereby specifically understood and acknowledged that the

Development is a private project and that the County, the Owner and the Developer will not be deemed to be the agent of the other for any purposes whatsoever.

3. *Reservations and Dedications.* It is hereby further understood and agreed that no reservations or dedications of land will be required by the County during the Term of this Agreement (as herein defined) except as may be otherwise agreed to in a separate writing signed by the County and Developer.

4. *Term.* (a) The "Effective Date" of this Agreement shall be the date on which the County adopts its ordinance approving same, with the understanding that Developer shall execute this Agreement prior to its submittal to the Board of Supervisors for approval.

(b) The term ("Term") of this Development Agreement is 50 (fifty) years from the Effective Date, plus the number of months, not to exceed six (6) months without the express written approval of the County Board of Supervisors, from the Effective Date required to accomplish building permit approval to begin construction of Region II of the Development, and subject to earlier termination as hereinafter provided. Unless otherwise specified, the obligations herein and the rights herein shall remain in full force and effect throughout the Term.

(c) The County may terminate this Agreement prior to expiration of the Term pursuant to Section 20 of this Agreement.

(d) The Developer may terminate this Agreement prior to expiration of the Term pursuant to Section 16(c) or Section 20 of this Agreement.

5. *Development Approval.* The following elements of the Region II Development are hereby approved:

(a) *Permitted Uses of the Property.* The Parties agree that the Region II Development as set forth and conditioned in the Region II Development Approvals, including this Development Agreement, is a permitted use of the Property. The County agrees to allow those uses on the Property as described in Exhibit C (Plan of Development) and subject to the terms and conditions of Exhibit D (Conditions of Approval).

(b) Upon termination of this Agreement due to default under Section 20, or due to invalidation by final judgment of a court under Subsection 21 wherein the terms of Exhibits C and D are severable from the invalidated portions, Exhibits C and D shall survive as a Renewable Energy Permit ("REP") that runs with the Property provided that: (i) Developer has made or thereafter makes all Contributions specified in Section 10(a)(i), does not request a refund or credit thereof; (ii) Developer complies with such other discretionary approvals as County determines are required under then-existing regulations to develop the Region II Development without the benefit of the

remainder of this Agreement; and (iii) subject to the right of the County to take appropriate action to abate any public nuisance and to enforce all laws and conditions of approval applicable to the Development. If Exhibits C and D survive as a REP under this Section 5(b), Developer's obligation to make the In-Lieu Payment under Section 10(a)(iii) shall likewise survive the termination or invalidation of this Agreement and shall continue, as to Region II, for so long as the REP remains in effect and a Solar Exclusion is applied to the Region II Development, on the same terms as if this Agreement had remained in effect; provided, however, that payment of the In-Lieu Payment shall not be a condition to the survival or continued effectiveness of the REP, and failure to pay the In-Lieu Payment shall not be a basis for the termination, revocation or suspension of the REP, but shall be enforceable solely by an action to recover the amount due as provided in Section 10(a)(iii). Nothing in this Agreement shall be construed to prohibit uses other than the Region II Development on the Property, provided such other uses conform to the ordinances, regulations, and standards of the County as they may from time to time be amended. The vested rights granted to Developer under this Agreement apply only to the Region II Development as described in the Region II Development Approvals. This Agreement shall run with the land.

(c) *Development Standards.* The County agrees to allow development of the Region II Development in accordance with the Region II Development Approvals and Existing Development Regulations (as defined in Section 9 of this Agreement); provided that the combined Region I Development and Region II Development shall not exceed the MW limit set forth in the Inyo County General Plan or 2,400-acres of land and that the Region II Development conforms to the designs set forth in the Region II Development Approvals except for minor modifications determined to be necessary during the course of building permit application plan check and construction which are mutually acceptable to the County and the Developer.

(d) Adjustment of Region Boundary. The Parties acknowledge that the boundary between the Region I Development and the Region II Development shown in Exhibit B is approximate and may require adjustment during final design. Upon the written request of Developer, the Planning Director may approve an adjustment of that boundary as an Administrative Amendment pursuant to Section 11(b), without amendment of this Agreement, provided that: (i) the adjusted Region I and Region II Developments remain entirely within the Property and within the area analyzed in the PEIR and Addendum, and the adjustment does not result in any new or substantially more severe significant environmental impact requiring subsequent or supplemental environmental review under Pub. Resources Code, § 21166; (ii) the nameplate generating capacity of the Region I Development does not exceed 400 MW, and the combined Region I Development and Region II Development continue to comply with Section 5(c); (iii) the adjustment does not alter the Contribution under Section 10(a)(i) or any other obligation of Developer under this Agreement; and (iv) a conforming adjustment is concurrently approved under the development agreement or other County approval governing the Region II Development. Upon approval, the Parties shall update Exhibits A, B and C to reflect the adjusted boundary. Any adjustment that does not satisfy each of the foregoing conditions shall require an amendment of this Agreement pursuant to Section 14.

(e) Setbacks. Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Region II Development shall be those shown in the Plan of Development (Exhibit C), which are hereby established as the development standards for the Region II Development in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. The setback standards established by this Section 5(e) are also set forth as a Condition of Approval in Exhibit D and shall survive as part of the REP pursuant to Section 5(b).

6. *Processing of Application and Permits.* The County and its officers, agencies and departments shall not unreasonably delay the processing of any application for the Region II Development Approvals or any permit or approval necessary to commence or complete the Region II Development. The County shall not use its authority in considering any application for any discretionary or ministerial approvals that may be necessary for the Development to change the policy decisions reflected by the Region II Development Approvals or otherwise to prevent or unreasonably delay development of the Region II Development as set forth in the Region II Development Approvals. Instead, any subsequent approvals shall be deemed to be tools to implement those final policy decisions represented by the Region II Development Approvals. The scope of the review of applications for subsequent approval, if any, shall be limited to a review of substantial conformity with the Existing Development Regulations (as defined in Section 9 of this Agreement) and this Agreement, and compliance with the California Environmental Quality Act. If it is determined that any subsequent, discretionary approvals are required from the County to develop the Project, then upon issuance such approvals shall be automatically incorporated into the definition of "Region II Development Approvals" as used in this Agreement.

7. *Building Permits.* It is understood by the Parties that pursuant to the County's Building Code, building permit applications and issued building permits may not remain valid for the term of this Agreement, but only for the term set by the Building Code. Accordingly, the Developer shall have the right to file new building permit applications for the Region II Development or any portion thereof where such previously approved building permit applications or issued building permits have expired. Any such new building permit applications filed for the Region II Development shall be reviewed in accordance with this Agreement and the Existing Development Regulations (as defined in Section 9 of this Agreement).

8. *Development Review.* Nothing set forth herein shall impair or interfere with the right of the County to require the processing of building or grading permits as required by law and to conduct its development review of any specific improvements proposed for the Region II Development pursuant to the applicable provisions of Chapter 14 of the County's Code and the California Building Code (the "Building Regulations") that are in effect as of the Effective Date; provided, however, no such review shall authorize or permit the County to impose any condition and/or withhold approval to any proposed permit the result of which would be inconsistent with any term or provision of this Agreement unless the purpose of such condition is to ensure the Region II Development complies with the Building Regulations, including the California Building Code as same may be amended or updated from time to time by the State of California, and the County's grading regulations.

9. *Vesting of Development Rights.*

(a) *General Statement.* As a material inducement to Developer to continue with diligent efforts to promote the development of the Property, the County desires to cause all development rights which may be required to develop to completion the Property with the Region II Development consistent with the Region II Development Approvals, to be deemed vested in Developer for the benefit of the Property, as of the Effective Date of this Agreement, to the greatest extent permitted by law, and to be free of all discretionary rights of the County or any body or subsequent building moratorium, ordinances, rules, regulations, policies or restrictions on development that are inconsistent with this Agreement. Notwithstanding the foregoing, nothing set forth in this Agreement shall be deemed to require Developer to commence or complete the Region II Development; provided, however, that notwithstanding Section 13, and subject to Sections 17, 19 and 20, Developer shall commence the Region II Development within five years of the Effective Date, which period the Planning Director may extend on a showing that Developer is diligently pursuing the Region II Development.

(b) *Existing Rules to Govern.* In accordance with the terms of Gov. Code, § 65866 and Title 20 of the Inyo County Code, the County and Developer agree that the General Plan provisions, ordinances, rules, regulations and official policies of the County in effect as of the Effective Date governing the design, density, permitted land uses, improvement and construction standards applicable to the Development (collectively, the "Existing Development Regulations") shall govern the Region II Development and the Property utilized in the Region II Development during the Term of this Development Agreement. The County shall not, in subsequent actions applicable to the Region II Development, apply general plan provisions, ordinances, rules, regulations and policies that conflict with or impose additional requirements on the Developer not provided within the Existing Development Regulations, except with the mutual consent in writing of the County's Planning Director and the Developer or as required by law. Except as otherwise provided in this Agreement, no amendment to or revision of, or addition to any of the Existing Development Regulations without the mutual consent in writing of the County Board of Supervisors and the Developer, whether adopted or approved by any office, board, commission or other agency of the County, shall be effective or enforceable by the County with respect to the Region II Development, its design, grading, construction, use or occupancy, schedule or development. Developer reserves the right to challenge in court any such future amendment to or revision of, or addition to any of the Existing Development Regulations that would conflict with this Agreement or reduce the development rights provided by this Agreement.

(c) *Copies of Existing Development Regulations.* Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Development Regulations, one (1) set for County and one (1) set for Developer, as listed in Exhibit E. If it becomes necessary in the future to refer to any of the Existing Development Regulations, the documents listed in Exhibit E and provided to the County and Developer are presumed for all purposes of this Agreement, absent clear clerical error or similar mistake, to constitute the Existing Development Regulations.

(d) *Exclusions from "Existing Development Regulations."* As used in this Agreement, "Existing Development Regulations" shall not include laws and regulations that do not conflict with Developer's vested rights to develop and use the Property in accordance with this Agreement. Developer and its successors and assigns and all persons and entities in occupation of any portion of the Property shall comply with such nonconflicting laws and regulations as may from time to time be enacted or amended hereafter. Specifically, but without limitation on the foregoing, such nonconflicting laws and regulations include the following, and as same may be modified or amended:

(i) Local taxes, assessments, fees and charges of general applicability, including charges for County staff time monitoring or inspecting the Region II Development and County-wide or area-wide property tax changes, but excluding County-imposed taxes, assessments, fees and charges that apply exclusively to the Property, the Region II Development, or the technology comprising the Region II Development, and excluding contributions as provided for in Section 10(a)(i), which are governed by that Section. Nothing in the foregoing or this Agreement shall be read or interpreted as exempting Developer or Owners from changes in property tax laws or rules as set forth in State law, including but not limited to, any change in the new construction exclusion applicable to active solar energy systems under California Revenue and Taxation Code section 73 or any successor thereto;

(ii) Building, electrical, mechanical, fire and similar codes based upon uniform codes adopted by the State of California or by Inyo County;

(iii) Laws, including zoning code provisions, which regulate the manner in which business activities may be conducted or that prohibit any particular type of business activity on a county-wide basis, except as provided for in Section 9(e);

(iv) Procedural rules of general county-wide application; and

(v) State or federal laws or regulations which prevent or preclude compliance with one or more provisions of this Agreement.

(e) *Subsequent "Slow/No Growth" Measures or Moratoria.* Consistent with (a) and (b), above, the County and Developer specifically agree that any subsequently enacted initiatives, referendums, laws, ordinances, regulations, or rules, or amendments to the County's General Plan and/or Zoning Code, that contain "slow/no growth" measures or moratoria, or that by their terms are intended to, or by operation have such effect or that otherwise conflict with the terms of this Agreement, or limit the timing or phasing of the Development shall have no application to the Region II Development, except as may be required by law. The provisions of this Section 9(e) shall not affect County's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations. Notwithstanding any such measures, the mitigation measures required for the Region II Development are limited to those established by

the environmental documents applicable to the Region II Development and the Development Approvals unless otherwise consented to by the Developer.

(f) *Timing of Development;* Pardee *Finding*. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that those infrastructure phasing requirements and/or timelines required by the Region II Development Approvals shall apply, and the County may not impose restrictions on the timing of the Region II Development by ordinance, initiative, resolution, policy, order or otherwise other than those restrictions that are provided for in the Region II Development Approvals and Existing Regulations, except as may be mutually agreed by the parties.

10. *Environmental Compliance, Mitigation Measures and Community Benefit.*

(a) *Obligations and Contributions of the Developer for Mitigation Measures and Community Benefit Contribution.* The PEIR and the Addendum to the PEIR (Addendum) for this specific Development are incorporated herein by reference as though fully set forth at length. The County and the Developer acknowledge that the PEIR and Addendum identify certain mitigation measures applicable to the Region II Development. The County and Developer further acknowledge that Chapter 21 of the Inyo County Code states that various community impacts (e.g., quality of life, economic and social impacts) should be evaluated and addressed. Developer desires and agrees to implement the mitigation measures pursuant to the terms of the PEIR and Addendum, and to implement the community impact measures identified herein, provided that the Developer proceeds with the Region II Development and commences construction. Developer's obligations with regard to the contribution to community benefits are further described in the following paragraphs. As used in this Section 10(a), "Off-Site" means outside of the Property and the public right-of-way bordering on the Property. In no event shall a failure to comply with implementation of a mitigation measure or condition within the Region I Development constitute a failure to comply with implementation of that mitigation measure or condition within the Region II Development, and vice versa.

(i) *Mitigation and Community Impact Contribution.* In addition to the mitigation measures set forth in the Development Approvals and/or the Decommissioning Plan applicable to the Region II Development, which are hereby incorporated by this reference, the Developer agrees to provide the following contribution to the County (the "Contribution"):

> A Contribution in the amount of **$500,000** to be paid to Inyo County prior to issuance of a building or grading permit, whichever occurs first, for the Region II Development to fund a CEQA compliant Environmental Impact Report to finalize the Charleston View Community Plan and to provide local road signs. Any remaining funds to be held in an account by the County for firehouse and fire equipment maintenance.

(ii) Only the specific Contribution set forth in Section 10(a)(i) shall apply to the Region II Development, except as otherwise explicitly permitted by this Section 10(a)(ii). No increase in Contribution charged to the Region II Development as provided for in this Agreement that is adopted after the Effective Date shall apply to the Region II Development unless consented to by the Developer; provided, however, that if, after the Effective Date, the County decreases the rate of any of the Contributions required under this Agreement, then Developer shall pay the reduced Contributions in effect at the time of payment.

(iii) Payment in Lieu of Excluded Property Taxes. If during the Term the Inyo County Assessor applies to the assessment of the Region II Development a new construction exclusion or exemption under Revenue and Taxation Code section 73 or any successor or similar statute specific to solar or renewable energy generating facilities (a "Solar Exclusion"), so that value of the improvements and fixtures comprising the Region II Development that would otherwise be enrolled is not enrolled (the "Excluded Value"), Developer shall pay the County, for each fiscal year in which the Solar Exclusion is so applied, an in-lieu payment equal to one percent (1%) of the Excluded Value (the "In-Lieu Payment"). For purposes of this Section 10(a)(iii), improvements and fixtures shall be attributed to the Region II Development based on the Region within which they are physically located, as shown on Exhibits A, B and C (as the same may be adjusted pursuant to Section 5(d)). The County shall allocate each In-Lieu Payment it receives among the County general fund and the school districts, special districts and other taxing agencies within the applicable tax rate area in the same proportions in which revenue from the one percent general levy on the Excluded Value would have been apportioned for that fiscal year had no Solar Exclusion applied, or in such other manner as is consistent with applicable law, provided, however, that County shall refund Developer to the extent County's allocation to the school districts, special districts and other taxing agencies by operation of this Agreement is prohibited by law. "Solar Exclusion" does **not** include any of the following, provided they are generally applicable and not specific to solar facilities such as the Development: (a) any change in the classification or valuation methodology of any property adopted by the Assessor, the State Board of Equalization, or by statute or regulation; or (b) any generally applicable exclusion or exemption. A decline-in-value reassessment also does not constitute a Solar Exclusion. The Excluded Value shall be determined by the Assessor, and adjusted from year to year, in the same manner as if the excluded property had been enrolled, including the annual inflation adjustment and any reduction for decline in value, removal or decommissioning. The County shall deliver a written statement of the Excluded Value and calculation to Developer annually; if Developer disputes the statement and the Parties cannot resolve the dispute within sixty (60) days, the disputed value shall be determined by an independent qualified appraiser mutually selected by the Parties, whose determination shall be binding. The In-Lieu Payment shall be paid in installments on the dates property taxes are due for that fiscal year (or sixty (60) days after resolution of a dispute, if later), shall be reduced by any other in-lieu or community benefit payment made to the County for that year under this Agreement (other than the Contribution), and shall not in any year exceed the revenue from the one percent general levy that would have been

payable on the Excluded Value had no Solar Exclusion applied. The obligation ceases as to Region II when the Excluded Value is enrolled, when Region II ceases commercial operation and begins decommissioning, or upon expiration or termination of this Agreement; provided that if Exhibits C and D survive as a REP under Section 5(b), the obligation shall survive as provided in Section 5(b) and shall instead cease when the REP expires or is terminated. The In-Lieu Payment is not a Contribution for purposes of Sections , 9(d)(i), 10(a)(i), 10(a)(ii), 10(b), 20(c) or 21 and may be used by the County for any lawful purpose. Failure to pay an undisputed In-Lieu Payment within forty-five (45) days after written notice from the County (with a copy to each Mortgagee under Section 24(a)) is enforceable solely by an action to recover the amount due with interest at the legal rate under Section 20(d), and shall not be a basis for termination of this Agreement or of the REP under Section 5(b). The In-Lieu Payment runs with the Property under Section 1; a transferor is released under Section 12 for payments accruing after transfer, and Mortgagees and Purchasers are liable only as provided in Section 24(c).

(b) *Obligations of the County for Community Impact Contributions.* The County agrees to use the Contribution for the purposes stated above in Subsection (a)(i) of this Section 10 and to do so in a reasonably expeditious manner depending on the availability of sufficient funding and on priorities established jointly by the County, the District and the Charleston View community. County shall not expend, nor irrevocably commit to expend, the contributions for a period of ninety (90) calendar days following approval of the Region II Development Approvals. Except for the payment of the amounts set forth in Subsection (a)(i), and payment to perform those additional mitigation measures set forth in the Region II Development Approvals and Region II Decommissioning Plan, Developer shall have no obligations concerning the implementation or the funding or the construction of any measure required to mitigate any adverse environmental or community impact resulting from the Region II Development, except for the payment of taxes, assessments, and fees established by ordinance of the Board of Supervisors or any government body with jurisdiction, the revenues of which may be used for such purposes; provided, however, in the event of the formation of a special assessment district designed to raise revenue to pay for any of the costs of any improvement resulting in an assessment on the Property, Developer or its successor in interest in the Property shall receive credit for the payment of the assessment on the Property to the extent of the contribution to that improvement paid by Developer. Nothing in this agreement is intended to limit Developer's obligation to comply with reasonable conditions imposed by the County in its approval of the Region II Site Plan regarding traffic circulation and public improvements on the Property and in the public right-of-way bordering the Property.

(c) *Subsequent Environmental Review.* In exercising its legislative discretion to enter into this Agreement and to commit the County to the completion of the Region II Development, the County has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated project, including, without limitation, the potential demands the Region II Development will make on local and regional streets, highways, parks and recreation areas, water capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. The County has further

reviewed and considered from a variety of perspectives, and has analyzed pursuant to a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Region II Development for available capacities and cumulatively add to potential adverse impacts. In so doing, the County has considered, among other things, the possibilities that:

(i) Federal, local, regional and state plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure systems may be delayed, modified or abandoned;

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by the County and other local agencies; and

(iii) Regional and Development-generated demands on infrastructure and utility improvements to be constructed as a part of the Region II Development may exceed in either the short-run or the long-run the allocated capacities for such demands.

After assessing these and other potential adverse environmental impacts associated with the development of the Property, the County has imposed mitigation measures through the PEIR, the Addendum, and this Agreement, to the fullest extent the County considers feasible and necessary to the Region II Development. The County has determined that the public benefits of the Region II Development and in this Agreement will provide the mitigation measures needed to contribute to alleviating short-term and long-term potential adverse impacts of the Region II Development that may arise during the development period; therefore, the County agrees, consistent with Pub. Resources Code, § 21166, that no subsequent or supplemental EIR shall be required by the County for any subsequent discretionary approvals related to the Development except as set forth in that section.

11. *Amendments to Development Approvals*. Notwithstanding any other provision of this Agreement, Developer may seek and County may review and grant amendments or modifications to the Region II Development Approvals subject to the following:

(a) The Region II Development Approvals may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer (at its sole discretion). The permitted uses of the Property, the intensity of use, the maximum height and size of the proposed buildings, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments to the Region II Development Approvals shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. The County shall not request, process or consent to any amendment to the Region II Development Approvals that would affect the Property or the Region II Development without Developer's prior written consent except as required to comply with the Existing Development Regulations or federal or state laws preempting the Existing Development Regulations.

(b) Upon the request of Developer for an amendment or modification of the Region II Development Approvals or upon County initiation of an amendment or modification with Developer's consent, the County shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Region II Development as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Existing Development Regulations. If the County finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Existing Development Regulations, the amendment or modification shall be determined to be an "Administrative Amendment," and the County may approve the Administrative Amendment, without public notice or a public hearing, if none is required by the Existing Development Regulations or federal or state laws preempting the Existing Development Regulations. Any request of Developer for an amendment or modification to the Region II Development Approvals, or that is initiated by the County with Developer's consent, that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Existing Development Regulations and this Agreement.

12. *Assignment: Release.* This Agreement shall not be severable from Developer's interest in the Property and the Region II Development. Any transfer of a portion of the Property shall automatically operate to transfer the benefits and burdens of this Agreement in respect of such portion. Developer shall have the right to sell, assign, pledge as security or transfer all or any part of its interest in the Property along with all of its right, title and interest in and to all or any part of this Agreement to any person, firm or corporation at any time during the term of this Agreement without the consent of the County. Provided that Developer has provided the County with notice of such transfer, upon the sale, transfer or assignment of Developer's interest in all or any portion of the Property or the Region II Development, Developer shall be released from its obligations under this Agreement arising subsequent to such transfer in respect of the transferred portion. The County agrees to execute any documents reasonably required by an assignee, transferee, lender or other party confirming the rights of such party under this Agreement or providing notices of default and rights to cure for the benefit of such parties.

13. *Periodic Review of Compliance.* In accordance with Gov. Code, § 65865.1, the Planning Director shall review this Agreement at least once each calendar year hereafter. At such periodic reviews, Developer may be asked to demonstrate its good-faith compliance with the terms of this Agreement. In such cases, Developer agrees to furnish such evidence of good-faith compliance as the County, in the reasonable exercise of its discretion and after reasonable notice to Developer, may require. Developer shall be deemed to be in good-faith compliance with this Agreement if the County is not entitled by the terms and provisions of this Agreement to terminate this Agreement. It is understood that Developer is not under any obligation to commence construction of the Region II Development within any time period or at all, and that nonconstruction of the Region II Development is not a basis for the County to determine that Developer is not in good-faith compliance with this Agreement.

14. *Amendment or Cancellation.* Except as otherwise provided for herein, this Agreement may be

amended or canceled in whole or in part only by mutual consent of the County or the Developer, or their successors in interest, and in the manner provided in Gov. Code, §§ 65865.1, 65867, and 65867.5.

15. *Enforcement.* Unless amended or canceled as provided in this Agreement, this Agreement shall continue to be enforceable by County or Developer, notwithstanding any change or other regulations adopted by the County that alter or amend the rules, regulations or policies applicable to the Region II Development.

16. *Supersession of Agreement by Changes in State or Federal Law.* In the event that Developer or County determines that state or federal laws, ordinances, rules, policies or regulations or the laws, ordinances, rules, policies, or regulations of any other governmental or quasi-governmental entity are enacted after the Effective Date of this Agreement, or the action or inaction of any other affected governmental jurisdiction prevents or precludes compliance with one or more provisions of this Agreement, or imposes a requirement on the Region II Development materially different than as otherwise contemplated by this Agreement, or requires changes in plans, maps or permits approved by the County or the development standards set forth in this Agreement, they shall:

(a) Provide the other Party (i.e., County or Developer) with written notice of such restriction, together with a copy of the applicable law, rule, regulation or policy and a statement in reasonable detail setting forth the conflict of same with the provisions of this Agreement; and

(b) Promptly meet and confer with the other Party in good faith and make a reasonable attempt to modify or suspend this Agreement if necessary to comply with such law, ordinance, rule, policy or regulation. Thereafter, regardless of whether the County and Developer reach agreement on the effect of such law, ordinance, rule, policy or regulation upon this Agreement, the matter shall be scheduled for a hearing before the Board of Supervisors upon 30 days' notice, for the purposes of determining the exact modification or suspension, if any, that is required by such law, ordinance, rule, policy or regulation. It is the express intent of the Parties to modify the Agreement to allow for the development of the Region II Development in as close conformity to the terms and conditions of this Agreement as reasonably possible. Nothing herein shall preclude Developer from challenging the conflicting law, rule, regulation or policy.

(c) Notwithstanding Sections 16(a) and (b), in the event that state or federal law operates to frustrate irremediably and materially the vesting of development rights to the Region II Development as set forth in this Agreement, Developer may terminate this Agreement. Developer shall provide County with written notice at least sixty (60) calendar days prior to date of proposed termination referencing the state or federal law(s) in question and explaining how such law(s) irremediably and materially frustrate the vesting of development rights under this Agreement. County shall have thirty (30) days from receipt of the notice to assess the law and the facts and to notify the Developer in writing of its determination. If the County and the Developer agree that the state or federal law operates to frustrate the vesting of development rights materially and irremediably, then this Agreement shall terminate as provided in Developer's notice. If the County

does not agree with the determination, then the County and Developer shall submit the matter to an independent third-party expert mutually selected by them (such as a land use attorney or mediator) and abide by that expert's determination

17. *Enforced Delay and Extension of Times of Performance.* In addition to specific provisions of this Agreement, performance by either the County or Developer hereunder shall not be deemed to be in default where delays or defaults are due to:

(a) War, insurrection, civil commotion, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, acts of God, governmental restriction, litigation (including, without limitation, litigation contesting the validity, or seeking the enforcement or clarification of, this Agreement whether instituted by Developer, the County or any other person or entity), acts or failures to act of any governmental agency or entity;

(b) Inability to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor or supplier; or

(c) Inability to obtain and consummate necessary financing, or delays of any lender or third party relating thereto.

An extension of time in writing for any such cause shall be granted for the period of the enforced delay, or longer as mutually agreed upon, which period shall commence to run from the time of commencement of cause.

18. *Notices.* Any notice or instrument required to be given or delivered to any Party to the Agreement may be given or delivered by depositing the same in the United States mail, certified mail, postage prepaid, addressed to:

County:

Inyo County Counsel
P.O. Drawer M
Independence, CA 93526; and

Inyo County Planning Director
P.O. Box L
Independence, CA 93526

Developer:

Bonanza Peak Solar II, LLC,
a Delaware limited liability company
5051 Westheimer Blvd., Suite 1400

Houston, TX 77056
Attn: Legal Department
legal@hanwhaenergyusa.com

Owners:

Mary Lee Wiley Living Trust; Section 20, LLC, and Mary Jane Christensen

c/o Steven R. Scow, Esq.
612 S. 7th Street
Las Vegas, NV 89101
Phone: (702) 385-7269
Email: scowlaw@aol.com

Notice of a change of address shall be delivered in the same manner as any other notice provided herein, and shall be effective three days after mailing by the above-described procedure.

19. *Default and Remedies.*

(a) *Developer's Default.* Developer shall be in default under this Agreement upon the happening of one or more of the following events or conditions:

(i) If a material warranty, representation or statement made or furnished by Developer to the County is false or proves to have been false in any material respect when it was made;

(ii) A finding and determination by the Planning Director (or designee) that upon the basis of substantial evidence, Developer has not complied in good faith with a material requirement of this Agreement or the Region II Development Approvals; or

(iii) An express repudiation, refusal or renunciation of this Agreement, if the same is in writing and signed by the Developer, mailed first-class, postage prepaid, to the County Planning Director, with a copy to any Mortgagee under Section 24, except for the case of mutual agreement to terminate this Agreement pursuant Section 14.

(b) *County's Default.* The County shall be in default under this Agreement if it shall:

(i) fail to comply in good faith with the requirements hereof regarding the permitted development standards and uses specified herein; or

(ii) expressly repudiate, refuse or renounce this Agreement in writing.

20. *Procedure Upon Default.*

(a) Notwithstanding any provision of this Agreement to the contrary, except for Developer's default under Section 19(a)(iii), Developer shall not be deemed to be in default under this Agreement, and the County may not terminate Developer's rights under this Agreement, unless the County shall have first delivered a written notice of any alleged default to Developer and to any Mortgagee as required by Section 24(a), which shall specify the nature of such default. Except for Developer's default under Section 19(a)(iii), if such default is not cured by Developer within 45 calendar days of service of such notice of default, or with respect to defaults that cannot be cured within such period, Developer fails to commence to cure the default within 45 days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the County may terminate Developer's rights under this Agreement. Upon the occurrence of a default by the County, as described in Section 19(b)(i), Developer shall give written notice to the County specifying the nature of such default. If the County has not cured such default within forty-five (45) calendar days of such notice, or such additional period as may be agreed upon by the County and Developer or, with respect to defaults that cannot be cured within such period, County fails to commence to cure the default within forty-five (45) days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the Developer may terminate County's rights under this Agreement. The occurrence of a default by the County under Section 19(b)(ii) above shall, at the option of Developer, and upon written notice to the County, immediately constitute an event of default by the County.

(b) In the event a breach of this Agreement occurs by any Party, irreparable harm is likely to occur to the nonbreaching Parties and damages are an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that specific enforcement of this Agreement is the proper and desirable remedy.

(c) In the event this Agreement is terminated by the County or Developer pursuant to Section 20(a), if any Contribution has been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, then County shall give to Developer a refund of the portion of the Contribution remaining (and not irrevocably committed) in any segregated County account into which such Contribution was deposited, along with interest which has accrued, if any. To the extent the Contribution made by or on behalf of Developer was not deposited, or no longer is, in the segregated County account, or has been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution, along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region I Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 20(c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region II Development, but excluding the Region I Development. In the event that grading and/or building permits for the Region II Development have been issued for all or a portion of Region II at the time of any termination of this Agreement pursuant to Section 20(a), then any such refund or credit shall be limited to the amount paid by Developer that exceeds, on a pro rata basis, the proportion of the

Property so permitted for grading and/or building by Developer for the Region II Development to the entire Region II Development. In such event, Developer shall not be obligated to pay any further Contribution not already paid as of the date of termination, except as may be necessary to reach the pro rata amount, unless Developer and County agree to additional terms and approvals pursuant to which Developer may proceed to develop the remainder of the Region II Development.

(d) In no event shall either the County or Developer, or their boards, commissions, officers, agents or employees, be liable in damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to any Party for a breach or violation of this Agreement by another Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

(e) In the event this Agreement is terminated by County or Developer pursuant to Section 20(a), the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met.

21. *Effects of Litigation*.

(a) In the event that litigation is timely instituted, and a final judgment is obtained which invalidates in its entirety this Agreement, and subject to Section 22(b), Developer and County shall have no obligations whatsoever under this Agreement, and Developer shall either (i) unless otherwise addressed through the process specified in Section 5(b), apply for and obtain approval from the County for new entitlements that would authorize the Region II Development, or a modified version of the Region II Development, that does not conflict with the final judgment that invalidated this Agreement in its entirety; or (ii) at Developer's election, or in the event the County rejects Developer's application for new entitlements under the preceding clause, abandon the Region II Development and, to the extent necessary, promptly restore/decommission the Property as set forth in the Decommissioning/Reclamation Plan. If grading and/or building permits for the Region II Development have not yet been issued by County at the time of invalidation, then the provisions of Subsections (b) and (c) of this Section 21 shall apply.

(b) If any Contribution(s) have been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, County shall give to Developer a refund of the portion of the Contribution(s) remaining (and not irrevocably committed) in any segregated County account into

which such Contribution(s) were deposited, along with interest which has accrued, if any.

(c) To the extent the Contribution(s) made by or on behalf of Developer were not deposited, or no longer are, in the segregated County account, or have been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution(s), along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region I Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 21 (c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region II Development, but excluding the Region I Development.

(d) In the event of invalidation of this agreement by final judgment of a court, the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met, in accordance with and subject to Section 21(e).

(e) In the event of partial invalidation of this Agreement under Section 21(d) pursuant to which only a portion of the Region II Development may or is determined by the County and Developer to be developed, County shall refund to Developer under Sections 21 (c) and (d) any Contribution made by Developer under Section 10(a)(i) for the Region II Development that exceeds, on a pro rata basis, the proportion of the Property unaffected by the partial invalidation to the entire Region II Development.

22. *Legal Challenge*. The Developer shall defend, indemnify and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding to attack, set aside, void or annul the Development Approvals (including this Agreement) or any individual approval, regardless of whether the Development Approvals (including this Agreement) are invalidated or affirmed by the court.

(a) The County will promptly notify the Developer of the claim, action or proceeding and will cooperate fully in the defense. Notwithstanding the above, the County reserves the right to prepare its own defense. This Section 22 shall survive the termination or expiration of this Agreement

(b) County shall cooperate in good faith with Developer to uphold the validity and enforceability of this Agreement in the case of legal challenge. If this Agreement is adjudicated or determined to be invalid or unenforceable, County and Developer agree, subject to all legal requirements, to consider modifications to this Agreement to make it valid and enforceable to the extent permitted by applicable law.

(c) The filing of any third-party lawsuit(s) against County or Developer relating to the

Development Approvals or other development issues affecting the Property shall not delay or stop the development, processing or construction of the Region II Development unless the third party obtains a court order preventing the activity.

(d) In the event of a court order issued as a result of a successful legal challenge, County shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Region II Development and avoid or minimize to the greatest extent possible (i) any impact to the development of the Region II Development as provided for in, and contemplated by the Development Approvals, or (ii) any conflict with the Development Approvals or frustration of the intent or purpose of the Development Approvals. In complying with this Section 22(d), County shall consider input from Developer, but County shall determine in its sole judgment and discretion how to best comply with the law or court order in question.

23. *Entire Agreement.* This Agreement and the Exhibits herein contain the entire agreement among the Parties and is intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null and void.

24. *Mortgages.* In the event the County receives written notice from any institutional lender or pension trust (a "Mortgagee") that it has obtained a deed of trust or mortgage on all or any portion of the Property (a "Mortgage"), together with a copy thereof, the County agrees as follows:

(a) The County shall mail, first-class, postage prepaid, to each Mortgagee a copy of any notice ("First Notice") given to Developer under Section 20 for defaults occurring under Section 19(a)(i), or 19(a)(ii), concurrently with the giving of such notice to Developer. For defaults occurring under Section 19(a)(iii), the Developer shall mail, first-class, postage prepaid to each Mortgagee a copy of the notice provided to the County ("First and Final Notice") at the same time at it provides written notice to the County under Section 19(a)(iii). If the default specified in the First Notice is one described in either Section 19(a)(i) or Section 19(a)(ii), and if Developer fails to cure such default within the period allowed in Section 19, the County shall give written notice (the "Second Notice") to each Mortgagee of such failure.

(b) The County shall not terminate or cancel this Agreement, irrespective of the provisions of Section 20 unless: (i) the County has given to each Mortgagee the notice or notices required by Section 24(a) for a default specified in Section 19(a)(i) or 19(a)(ii); and either (ii) no Mortgagee has within 45 days following the giving of the First and Final Notice by the Developer if the default specified therein is one described in Section 19(a)(iii) or has, within 45 days following the giving of the Second Notice by the County (if the default specified in the First Notice is one described in Section 19(a)(i) or Section 19(a)(ii)) cured any default arising solely from the failure to pay amounts due and owing to the County hereunder, and commenced the exercise of remedies available under the Mortgage or obtained a deed-in-lieu thereof, and no Mortgagee, purchaser at a foreclosure sale held under the mortgage, or purchaser from Mortgagee (a "Purchaser") has, within

30 days following the obtaining of title to the Property, or portion thereof originally covered by the Mortgage, but in no event later than 90 days following the giving of the First and Final Notice (if the default specified therein is one described in Section 19(a)(iii)), or within 90 days following the giving of the Second Notice (if the default specified in the First Notice is one described under Section 19(a)(i) or Section 19(a)(ii)) cured all defaults that are, by their nature, curable within such period, and commenced, in good faith, to cure all other defaults that, by their nature are not curable within such period, and diligently proceeded to cure all such defaults within a reasonable time. A default under Section 19(a)(iii) shall be deemed cured by the giving of a written agreement by any such Mortgagee or Purchaser to continue to be bound by the terms of this Agreement.

(c) The County shall accept the performance of any such Mortgagee or Purchaser to cure any default on behalf of the Developer as if such performance were rendered by Developer. Each Mortgagee and each such Purchaser shall have the right, but not the obligation, to remedy any defaults of Developer within the time specified herein. No Mortgagee or Purchaser shall have any liability under this Agreement except for acts or events that occur while such Mortgagee or Purchaser holds title to the Property or portion thereof.

(d) The provisions of this Section 24 are solely for the benefit of Mortgagees and Purchasers and shall not otherwise impair any rights of the County against Developer.

(e) No default or event of default hereunder by Developer shall defeat, impair or render invalid the lien of any deed of trust made in good faith and for value as to the Region II Development or any portion thereof.

(f) The County, by resolution of the Board of Supervisors, may modify or add to the provisions of this Section 24 at the request of any institutional lender or pension trust providing financing so long as such requested modifications or additions pertain only to the rights of a Mortgagee hereunder and are not otherwise inconsistent with the terms of this Agreement.

25. *Severability.* If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenants or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and subject to Section 22(d).

26. *Counterparts.* This Agreement has been executed in one or more counterparts, including by electronic means such as Docusign or Adobesign, each of which has been deemed an original, but all of which constitute one and the same instrument.

27. *Estoppel Certificate.* Any Party may, at any time, and from time to time, deliver written notice

to another Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within 30 (thirty) days following the receipt thereof. The County Counsel of the County shall have the right to execute any certificate requested by Developer hereunder. The County acknowledges that a certificate hereunder may be relied upon by transfers, Mortgagees, Purchasers, or other interested parties.

28. *Existing Offers of Dedication*. The Parties understand and agree that the following offers of dedication were made to the County for certain public rights of way on, over and through the Property at the time of approval of Parcel Map #86, recorded on July 2, 1974, at Book 1, Page 63, of Parcel Maps, in the office of the Inyo County Recorder:

1. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 808.
2. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 811.
3. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 815.
4. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 823.
5. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 834.
6. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 846.
7. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 867.
8. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 875.
9. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 879.
10. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 886.
11. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 891.
12. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 898.

(hereinafter, collectively, the "Offers"). It is the Parties' intention to preserve the Offers so that

they may be accepted by the County in its sole discretion in whole or in part following the end of the Term, but not prior thereto. Accordingly, the Parties agree that the Offers shall remain open throughout the Term, and that County shall not accept any of the Offers during the Term, so long as this Agreement is in effect. Owner further specifically agrees to re-make the Offers of Dedication, by separate instrument pursuant to California Government Code section 7050 or any successor thereto, within sixty (60) calendar days of a written request therefor by County, which re-made offers the County shall not accept during the Term, so long as this Agreement is in effect. Owner's obligation to re-make the Offers of Dedication shall survive termination of this Agreement unless the County agrees, in writing, to cancel the obligation.

29. *Venue*. This Contract is made in the County of Inyo, State of California. The Parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo for all claims between or among them.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above-written.

ATTEST:

_____
[Name of clerk]
Clerk of Board

APPROVED AS TO FORM:

_____
John-Carl Vallejo
County Counsel

County of Inyo
By:

_____
Trina Orrill
Board Chair

Bonanza Peak Solar II, LLC
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Mary Lee Wiley Living Trust

By:

_____
[Name of authorized representative]
[Title of authorized representative]

Section 20, LLC
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Mary Jane Christensen
By:

_____
[Name of authorized representative]
[Title of authorized representative]

EXHIBIT A
LEGAL DESCRIPTION FOR REGION II DEVELOPMENT

2727 SOUTH RAINBOW BOULEVARD *
LAS VEGAS, NEVADA 89146-5148 PHONE 702-873-7550 * FAX 702-362-2597

EXHIBIT A



11/4/2026

W.O.8034
October 13, 2026
BY: WLB
P.R. BY: TZ

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED BETWEEN THE NEVADA, CALIFORNIA STATE LINE AND NORTHEASTERLY OF THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

LEGAL DESCRIPTION
BONANZA PEAK REGION II

BEING A PORTION OF SECTIONS 26, 27 AND 28, LOCATED WITHIN TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

BEGINNING AT A COORDINATE POINT DESIGNATED AS Y: 1889036.17 (NORTHING) AND X: 7475413.08 (EASTING) BEING APPROXIMATELY 2,263 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01°54'21.55" WEST, 2,629.37 FEET; THENCE NORTH 88°05'36.83" EAST, 7,964.84 FEET; THENCE NORTH 01°52'34.62' WEST, 1,114.62 FEET; THENCE NORTH 88°07'23.66" EAST, 624.75 FEET; THENCE SOUTH 01°52'34.95" EAST, 112.05 FEET; THENCE NORTH 88°07'25.09" EAST, 965.48 FEET; THENCE SOUTH 00°00'00.00" EAST, 1,188.22 FEET; THENCE SOUTH 88°06'17.62" WEST, 487.15 FEET; THENCE SOUTH 01°52'34.90" EAST, 552.90 FEET;

THENCE SOUTH 88°07'43.09" WEST, 243.86 FEET; THENCE SOUTH 01°52'17.10" EAST, 711.00 FEET; THENCE SOUTH 88°07'43.87" WEST, 2,686.29 FEET; THENCE SOUTH 02°00'49.00" EAST, 1,178.22 FEET; THENCE SOUTH 88°03'44.52" WEST, 6,100.27 FEET TO THE **POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 501.28 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)

OPERATIONS AND MANAGEMENT BUILDING AND SUBSTATION AREA. THIS AREA IS PART OF THE REGION I DEVELOPMENT LEGAL DESCRIPTION, BUT IS INCLUDED HERE BECAUSE THIS AREA CONTAINS THE O&M BUILDING AND THE SUBSTATION WHICH ARE FACILITIES FOR BOTH THE REGION I DEVELOPMENT AND THE REGION II DEVELOPMENT.

LEGAL DESCRIPTION
O&M AND SUBSTATION AREA

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22 AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 27, ALL WITHIN TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

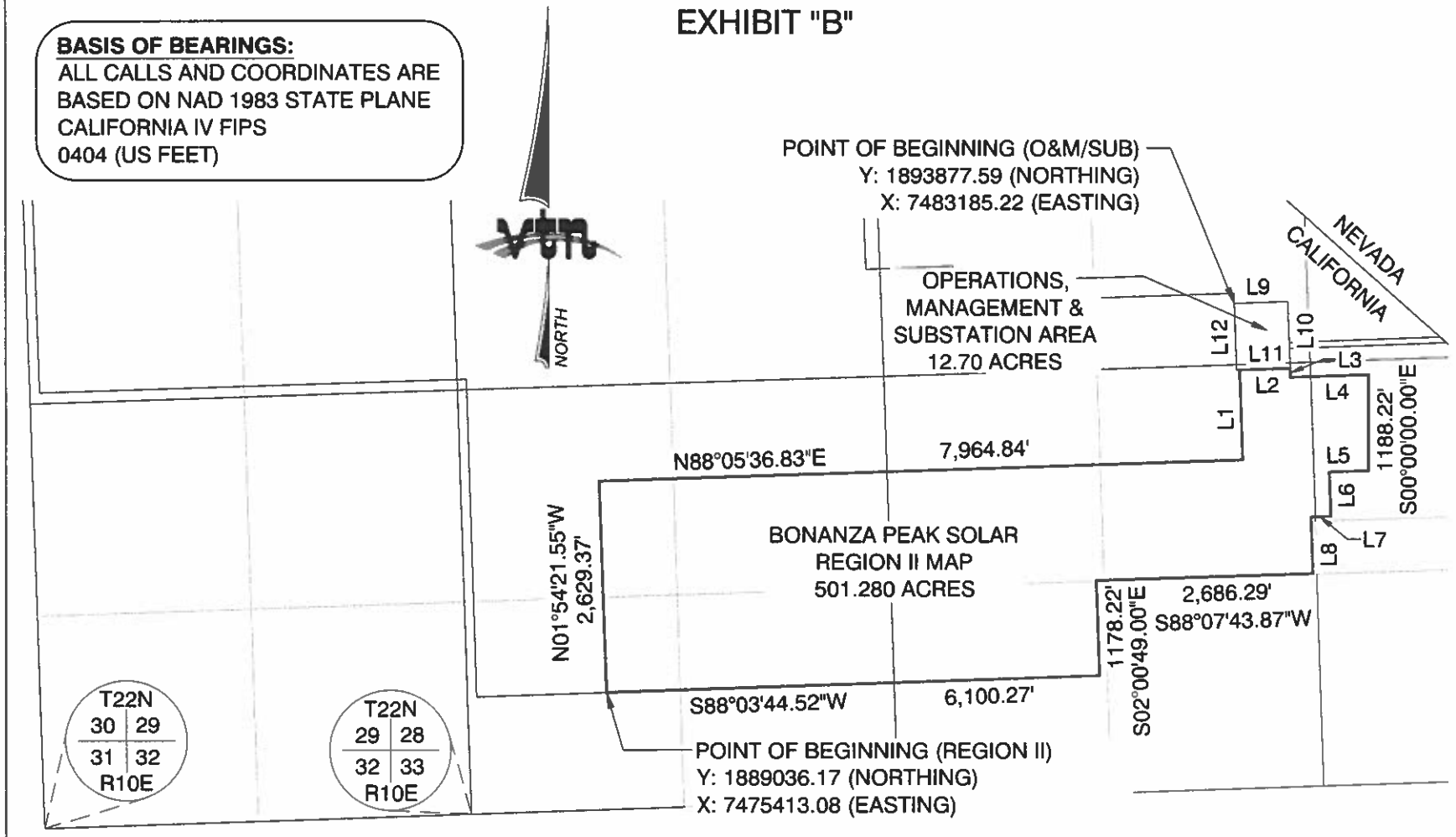
BEGINNING AT A COORDINATE POINT DESIGNATED AS Y: 1893877.59 (NORTHING) AND X: 7483185.22 (EASTING) BEING APPROXIMATELY 11,390 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 88°07'25.14" EAST, 661.76 FEET; THENCE SOUTH 01°52'34.87" EAST, 836.17 FEET; THENCE SOUTH 88°07'23.66" WEST, 661.76 FEET; THENCE NORTH 01°52'34.55" WEST, 836.18 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 12.70 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

EXHIBIT "B"

BASIS OF BEARINGS:
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)



G:\8034\Mapping\ALTA\NEW ALTA 5-6-2026\CLIENT DESIGN\8034 REGIONAL BOUNDARIES NEW 11-023-26.dwg

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT B TO RENEWABLE ENERGY DEVELOPMENT AGREEMENT

BONANZA PEAK REGION II

W.O.#:	**8034-1**
DATE:	**SEPT 2026**
BY:	**WLB**
SCALE:	**1"=2000'**
SHEET	**3** OF **4**

COURSE TABLE

NO.	BEARING	LENGTH
L1	N1°52'34.62"W	1114.62'
L2	N88°07'23.66"E	624.75'
L3	S1°52'34.95"E	112.05'
L4	N88°07'25.09"E	965.48'
L5	S88°06'17.62"W	487.15'
L6	S1°52'34.90"E	552.90'
L7	S88°07'43.09"W	243.86'
L8	S1°52'17.10"E	711.00'
L9	N88°07'25.14"E	661.76'
L10	S1°52'34.87"E	836.17'
L11	S88°07'23.66"W	661.76'
L12	N1°52'34.55"W	836.18'

G:\8034\Mapping\ALTA\NEW ALTA 5-6-2026\CLIENT DESIGN\8034 REGIONAL BOUNDARIES NEW 11-023-26.dwg

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

BONANZA PEAK REGION II

SCALE	HORZ.
	VERT.
W.O. NO.	8034-1
DRAWN BY:	WLB
DATE:	SEPT 2026
SHEET	4 OF 4

EXHIBIT B
MAP OF REGION II DEVELOPMENT

Bonanza Peak Solar Development Area, Inyo County, CA

0 1 Mile

Place of Beginning

Bonanza Peak Solar II Development Area

Basis of bearing:
All calls and coordinates are based on NAD 1983 StatePlane California IV FIPS 0404 (US Feet)

Bonanza Peak Solar II (501.89 ac)

Line	Call	Distance (ft)
1	N1°54'21.53"W	2629.36
2	N88°05'36.83"E	7964.82
3	N1°52'34.63"W	1114.62
4	N88°07'23.62"E	624.75
5	S1°52'34.77"E	112.05
6	N88°07'25.07"E	965.47
7	S0°00'00.03"W	1188.22
8	S88°06'17.00"W	487.15
9	S1°52'34.89"E	552.9
10	S88°07'42.95"W	243.86
11	S1°52'17.07"E	720.98
12	S88°07'42.89"W	2686.27
13	S2°00'52.28"E	1168.22
14	S88°03'44.53"W	6100.24

Place of Beginning
X: 7475413.08
Y: 1889036.17

NV
CA

Avenue A
Avenue B
Avenue C
Avenue D
Avenue E
Quartz St
Topaz St
Silver St
Garnet St
Opal St
Zircon St
Carpenter Rd
S Eberhard Rd
E Klondike Ave
E Tungsten Blvd
Shirley Rd
Mabel Ln
Ley Ln
Hall Rd
Old Spanish Trail Hwy
16

EXHIBIT C
PLAN OF DEVELOPMENT

Bonanza Peak Energy Project

Plan of Development for Inyo County, CA

Updated November 1, 2026

Prepared for:

Bonanza Peak Solar, LLC
Subsidiary to Hanwha Renewables
400 Spectrum Center Drive, Ste. 1400
Irvine, CA 92618

Prepared by:

Stantec Consulting Services, Inc.
621 West Line Street, Suite 204
Bishop, CA 93514

Stantec

Table of Contents

Acronyms / Abbreviations ..... **iv**

1 Overview **6**
1.1 Project Summary 6

2 Purpose and Need for the Project **9**
2.1 Project Area 9
2.2 Existing Conditions 10

3 Public and County Benefits of the Project **15**

4 Construction Schedule **16**

5 Applicable Plans, Policies, and Designations **17**
5.1 Inyo County General Plan and Zoning Code 17
5.1.1 Final Renewable Energy General Plan Amendment 17

6 Authorizations, Permits, Approvals, and Reviews **22**

7 Project Components **23**
7.1 Photovoltaic Modules (PVM) and Arrays 24
7.2 Typical Solar Tracker and Actuator 26
7.3 Tracking Mounting 27
7.4 Power Conversion Stations (PCS) 28
7.5 Electrical Collection and Delivery System 29
7.6 Electrical Substation 30
7.7 Access Roads and Connector Roads 30
7.8 SCADA System and Fiber Optic Communications 30
7.9 Meteorological Station 31
7.10 Water Supply 32
7.11 Operations and Maintenance Facility 32
7.12 Temporary Construction Facilities 33
7.13 Electrical Collection Lines and Switchyard Interconnection 33
7.13.1 Gen-tie Line Access Roads 34

8 Construction **35**
8.1 Preconstruction Activities 35
8.2 Geotechnical Investigations and Testing 35
8.3 Schedule 35
8.4 Work Force 35
8.5 Transportation 36
8.6 Fencing 38
8.7 General Construction Methods 38
8.7.1 Vehicles and Equipment 38
8.7.2 Clearing and Grading 38
8.7.3 Temporary Material Storage, Staging, Laydown Areas 39
8.7.4 Fueling Stations 39
8.7.5 Temporary Construction Water Storage Ponds 39
8.7.6 Access and Connector Roads 39



8.7.7 Facility Foundations 40
8.8 Solar Arrays 40
8.8.1 Electrical Distribution System 41
8.8.2 Substation 41
8.9 Gen-tie Line 42
8.9.1 Vehicles and Equipment 42
8.9.2 Clearing and Grading 42
8.9.3 Temporary Material Storage, Staging, Laydown Areas 42
8.9.4 Gen-tie Line Construction 42
8.10 Water Use During Construction 43
8.11 Testing and Calibration 43
8.12 Postconstruction and Revegetation 43
8.13 Health and Safety Program 44
8.13.1 Site Safety and Security 44
8.13.2 Emergency Response 45
8.13.3 Fire Management and Protection Plan 45
8.13.4 Traffic Management Plan 46
8.13.5 Grounding 46

9 Operation, Monitoring, and Maintenance 47
9.1 Work Force 47
9.2 Operation and Maintenance Activities 47
9.3 Products Used for Monitoring and Maintenance 47
9.4 Site Security 48
9.5 Lighting Plan 49
9.6 Gen-tie Line 49
9.7 Operational Water Needs 49

10 Decommissioning 50
10.1 Facility Decommissioning 50
10.2 Gen-tie Line Decommissioning 50

11 References 52

List of Tables

Table 2-1. Designated Roads within the Project Area 14
Table 5-1. Renewable Energy General Plan Amendment Applicable Policies 18
Table 6-1. Summary of Permits and Approvals for Project Construction 22
Table 8-1. Vehicles and Equipment Used for Project Construction 37
Table 8-2. Vehicles and Equipment Used for Gen-tie Line Construction 42

List of Figures

Figure 1-1. Vicinity Map 8
Figure 7-1. Site Layout 25
Figure 7-2. Solar Tracker and Actuator 26
Figure 7-3. PV Module Tracking 27
Figure 7-4. Tracking Mounts and Installation 27
Figure 7-5. Tracking Mounts and Installation 27
Figure 7-6. Typical Inverter Station 29

Figure 7-7. Typical SCADA System 31
Figure 7-8. MET Station (Photo: Nor-Cal Controls 2024) 32
Figure 8-1. Electrical Collection System Trench Design 41

List of Photos

Photo 2-1. Evidence of vehicle tracks in open area on Project Area 11
Photo 2-2. Topography flat area on Project Area with mountains in background as reference 12
Photo 2-3. Evidence of human disturbance on Project Area 12
Photo 2-4. Potential drainage feature on Project Area 13
Photo 2-5. Dominant vegetation community on the Project Area - Creosote bush scrub 13

Acronyms / Abbreviations

AC	alternating current
ADA	Americans with Disabilities Act
AF	acre feet
AHJ	Authority Having Jurisdiction
APLIC	Avian Power Line Interaction Committee
BLM	Bureau of Land Management
BMPs	best management practices
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
DC	direct current
ESA	Endangered Species Act
FAA	Federal Aviation Administration
gen-tie	generation tie-in line
HVAC	Heating, Ventilation, and Air Conditioning
ICAO	International Civil Aviation Organization
ISO	International Organization for Standardization
ITP	Incidental Take Permit
kV	kilovolt
LSAA	Lake and Streambed Alteration Agreement
MET	Meteorological
MW	megawatts
MWac	megawatts alternating current
NERC	North American Electric Reliability Corporation
NESC	National Electric Safety Code
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and maintenance
OSR	Open Space and Recreation
PCB	polychlorinated biphenyl
PCS	Power Conversion Stations
POD	Plan of Development
PV	photovoltaic
PVMs	PV modules
REDA	Renewable Energy Development Agreement
REGPA	Renewable Energy General Plan Amendment
ROW	Rights-Of-Way
RWQCB	Regional Water Quality Control Board



SCADA	Supervisory Control and Data Acquisition
SEDA	Solar Energy Development Area
SHPO	State Historic Preservation Office
SPCC	Spill Prevention, Control, and Countermeasure
SWPPP	Stormwater Pollution Prevention Plan
UPS	uninterruptible power supplies
USFWS	US Fish and Wildlife Service



1 Overview

1.1 Project Summary

Bonanza Peak Solar, LLC, a wholly owned subsidiary of Hanwha Renewables, LLC, which is a wholly owned subsidiary of Hanwha Energy USA Holdings Corp. (Applicant) requests a Renewable Energy Development Agreement (REDA) from Inyo County, California to construct, own, operate, and maintain a utility scale solar photovoltaic (PV) energy generating facility on private lands. The requested term for the REDA is 50 years to allow for 1.5 years of construction and 48.5 years of operations.

The Project would be located in the Charleston View Solar Energy Development Area (SEDA) in southeastern Inyo County, adjacent to the Nevada state line just north of Old Spanish Trail Highway (**Figure 1-1**).

The solar generation facility, including the PV arrays, substation, and other electrical equipment, would be within a 3,382-acre Project Area with a Developable Area of no greater than 2,400 acres, as dictated by the Inyo County Renewable Energy General Plan Amendment (REGPA; Inyo County 2015; **Figure 1-1**). The Project has a planned net generating capacity of up to 500 megawatts (MW) alternating current (MWac) and will be built as one or more phases.

An approximately 9-mile long 230 kilovolt (kV) generation tie-in line (gen-tie line) would be located on lands managed by the Bureau of Land Management (BLM) in Nye and Clark Counties, Nevada (**Figure 1-1**). The Project would connect to the existing Gridliance 230 kV transmission line at the Trout Canyon substation.

The Project would include the following primary components in Inyo County:

- Main solar energy generation area, which includes the solar arrays.
- Power conversion systems including inverters and medium voltage transformers
- Medium voltage underground electrical collection system from the Power Conversion Stations (PCS) to the input of the main power transformer that will be located at the substation facility.
- High voltage substation
- Gen-tie line
- Operation and maintenance (O&M) facilities.
- Power plant control and monitoring system and communications networks.
- Site security and fencing.
- Interior access roads.
- Sediment (stormwater basins)

The gen-tie line would extend from the Project substation to the Trout Canyon substation in Clark County, Nevada. Approximately 0.4 miles of the gen-tie line would be in Inyo County and approximately 8.5-miles would be in Nevada. The transmission structures would be approximately 120 to 170 feet high. When



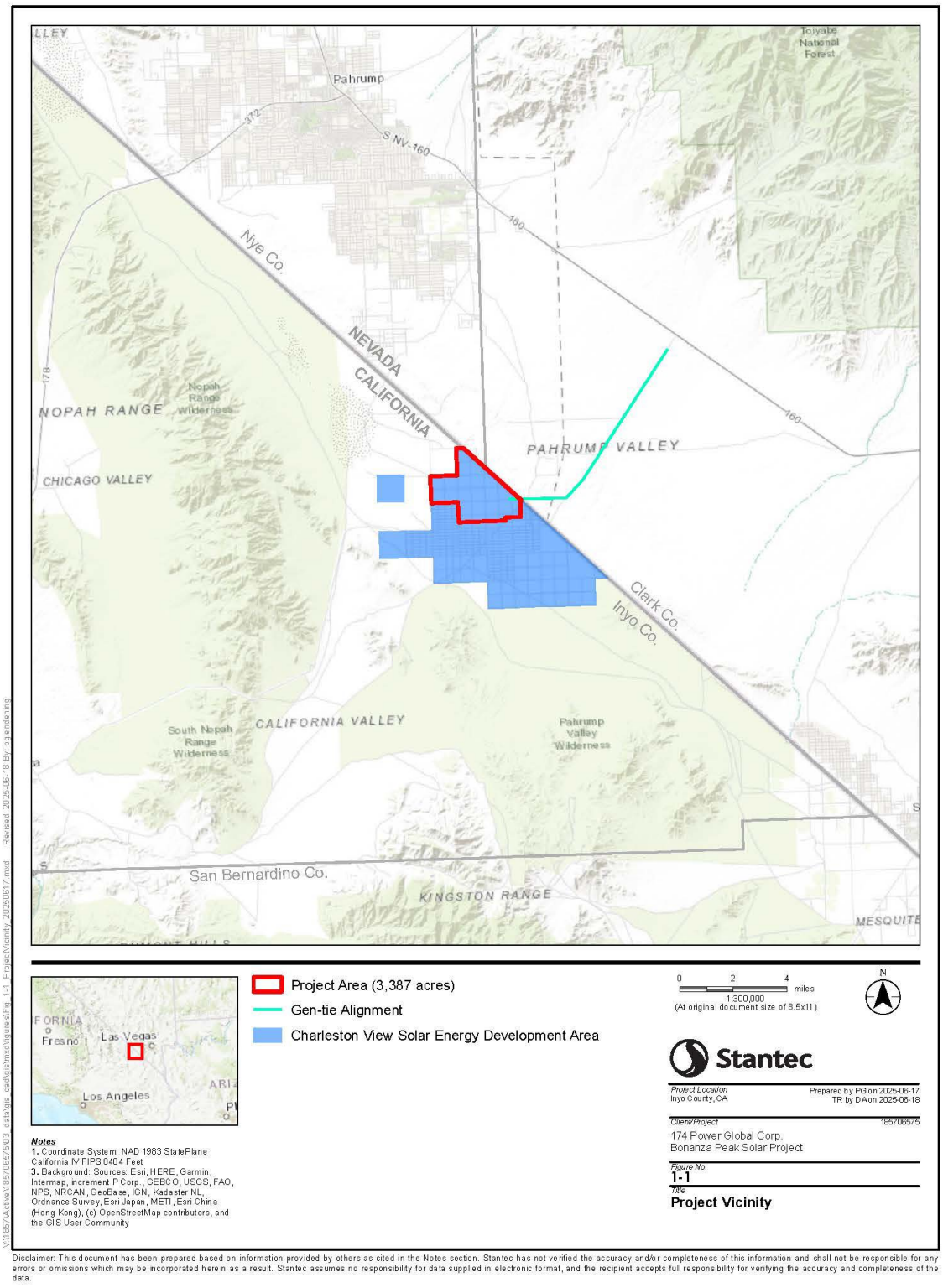
fully operational, the Project would have the capacity to convert solar energy to up to 500 MWac of electricity, producing no air pollutant emissions and using minimal water during normal O&M.[1] The Project would employ best management practices (BMPs, standardized practices to avoid or minimize adverse effects) throughout all phases of Project design, construction, testing, O&M, and decommissioning. The Applicant's advanced PV technology and efficient, environmentally sensitive site layout would maximize renewable energy generation potential, while minimizing impacts to the Project Area and surrounding environment. Key attributes of the Project, to be built in one or more phases, include:

- Direct conversion of sunlight to electricity without the use of water in the power generation process (i.e., no need for cooling water or water to generate steam) and no generation of emissions.
- Up to 500 MWac of electrical power generated from a renewable source and producing no air pollutant emissions, with low ambient noise levels during power generation.

This Plan of Development (POD) describes the site, regulations, facilities, and associated activities associated with the portion of the Project in Inyo County.

[1] In the event that back-up power is required, generators may be used which would produce a negligible quantity of air pollutant emissions.

***Figure 1-1**. Vicinity Map*



Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

2 Purpose and Need for the Project

The Project would provide solar-generated electricity from a site in California to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting renewable energy resource in the region. The Project would help serve the increase in demand for clean, low carbon electric power, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

Recent national and regional forecasts project an increase in consumption of electrical energy continuing into the foreseeable future. Renewable energy, including solar PV generation, is expected to provide a large component of the diverse electrical supply in the future. Several western states have adopted renewable energy requirements or goals, and various national, regional, and state policies have been enacted to encourage and provide incentives for development of solar and other renewable energy projects. Continued increased consumption of electricity requires development of new generation facilities to satisfy demand.

Congress enacted the Inflation Reduction Act in 2022, which is a landmark federal law which aims to curb inflation by, among other activities, investing in domestic energy production while promoting clean energy. At least 29 states, plus Washington DC and 3 territories, have passed some type of renewable energy portfolio standards, including California which aims to have 60 percent renewable energy by 2030 and 100 percent by 2045.

2.1 Project Area

The Project would be located in southeastern Inyo County, with the proposed transmission tie-in connecting the Project to the utility grid point of interconnection via a gen-tie line that extends from the Project to the immediately adjacent Inyo County, California/Nye County, Nevada border and then to the Trout Canyon substation in Clark County, Nevada. The Old Spanish Trail Highway (Tecopa Road in Nevada) is located approximately 0.25 mile south of the Project Area boundary. From Tecopa Road, S Mcr928200 Road connects to Nevada State Route 16 in Nevada, on the eastern side of the Project Area, where the proposed transmission tie-in would be. A portion of the transmission tie-in is also located along Tecopa Road, terminating at the Yellow Pine Energy Center, approximately 0.6 mile from the intersection with the Pahrump Valley Highway (Nevada State Route 160).

The closest localities or towns to the Project Area include Charleston View, California 1 mile to the south; Tecopa, California, 26 miles to the west; Pahrump, Nevada, 25 miles to the north; and Mountain Springs, Nevada, 25 miles to the east. The nearest large city to the Project Area is Las Vegas, Nevada, 57 miles to the east.



The legal description of the Project Area is as follows:

Solar Facility (Private Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 10 East, Sections 8, 9, 15, 16, 17, 20, 21, 22*, 23*, 26, 27, 28.

*Indicates section of solar facility site also crossed by gen-tie line.

For reference:

Transmission Tie-in Line (BLM-administered Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 54 East, Sections 35, 36,

Range 55 East, Sections 2, 3, 10, 15, 16, 20, 21, 29, 31, 32.

2.2 Existing Conditions

The Project would be located on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley. Elevations range from 2,560 feet to 2,660 feet above sea level. It is within the Basin and Range Geomorphic Province, characterized by interior drainage to lakes and playas, with horst and graben topography (i.e., basins and ranges).

On a broad scale, vegetation within the Project Area is predominantly *Larrea tridentata – Ambrosia Dumosa* shrubland alliance (creosote bush–white bursage scrub) on the eastern third and a mixture *Atriplex confertifolia* shrubland alliance (shadscale scrub) and *Atriplex polycarpa* shrubland alliance (allscale scrub) on the western two-thirds. The western two-thirds of the Project Area is also interspersed with areas of low vegetative cover dominated by noxious weeds such as cheatgrass (*Bromus tectorum*) and saltlover (*Halogeton glomeratus*).

The Project Area is located on private land currently designated by Inyo County as Open Space greater than 40 acres in size (OS-40). The OS-40 designation provides sites for open space and compatible uses. Commercial renewable energy facilities are an allowable use within the OS-40 land use zoning district (Inyo County 2002).



A small amount of commercial and residential zoning is present directly south of the Project Area in Charleston View. An existing solar facility (Yellow Pine Energy Center) is located east of the Project Area in Nevada at the proposed transmission tie-in location. Existing development and disturbed areas within the Project Area include dirt roads and abandoned buildings.

The following photos, taken in May 2024, reflect the existing condition of the Project Area:



Photo 2-1. *Evidence of vehicle tracks in open area on Project Area*



Photo 2-2. *Topography flat area on Project Area with mountains in background as reference*



Photo 2-3. *Evidence of human disturbance on Project Area*



Photo 2-4. *Potential drainage feature on Project Area*



Photo 2-5. *Dominant vegetation community on the Project Area - Creosote bush scrub*

Table 2-1 details designated roadways within the proposed Project Area. These roads are private and not under the jurisdiction of the State, County, or other local jurisdiction.

Table 2-1. *Designated Roads within the Project Area*

Name of Roadway	Existing Road Width (in feet)
Turtle Rock Way	40
Avenue “D”	40
Quartz Street	40
Roserwin Lane	40
Gold Street	40
Topaz Street	40
Zircon Street	40



3 Public and County Benefits of the Project

The goal of the Project is to provide solar-generated electricity from a site in Inyo County to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting, domestic, renewable energy resource in the region. The Project would help serve the increase in demand for clean, de-carbonized energy, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

In addition to providing a new source of clean energy, the Project pursuant to Inyo County's 2015 REGPA must provide local community benefits. This could take many forms that would include land and financial support for a new Southern Inyo Fire Protection District facility in Charleston View and financial support for an Environmental Impact Report to evaluate the Draft Community Plan for Charleston View. During the O&M period, the Project would employ a small workforce. Local qualified people will be given the opportunity for these jobs.



4 Construction Schedule

Construction would begin in the second quarter of 2027. The Project may be built in one or more phases within an approximately 18-month construction period.

5 Applicable Plans, Policies, and Designations

5.1 Inyo County General Plan and Zoning Code

The Project is located in Inyo County, and therefore, development would be subject to the County's 2002 General Plan, as amended, and Inyo County zoning code. The Project is designated as Open Space and Recreation (OSR) by the Inyo County General Plan and zoned OS-40 (Inyo County 2002).

OS-40 zoning designation does not define a solar facility as permitted or conditional use. However, Title 21, Renewable Energy Ordinance, of the Inyo County Municipal Code, governs solar facilities throughout Inyo County and provides requirements and development guidance for solar facilities. Specifically, Section 21.04.030 of the Inyo County Municipal Code states that the main purpose of the Renewable Energy Ordinance is to:

> "support, encourage and facilitate the responsible utilization of its solar and wind resources for the generation and transmission of clean, renewable electric energy, the county encourages potential developers of such resources to work with the county and to enter into a mutually agreeable renewable energy development agreement in lieu of applying for the issuance of a renewable energy impact determination or a renewable energy permit."

The Renewable Energy Ordinance requires applicants for a solar facility to apply for and obtain a Renewable Energy Permit or a Renewable Energy Development Agreement (REDA) from the county, so long as the facility is not specifically exempt from such requirements by state or federal law, or if any existing REDA is already in place with the county for the facility (Inyo County Municipal Code Section 21.16.010, and 21.16.030). Based on communications between the Applicant and Inyo County Planning Department, a REDA will be required.

5.1.1 Final Renewable Energy General Plan Amendment

In March of 2015, the final REGPA was adopted (Inyo County 2015). This final REGPA included relevant information for solar development projects within Inyo County including new general plan policies, land use definitions, land use implementation measures, and SEDA maps. The Project Area is within the Charleston View SEDA. Additionally, the Project meets the definition of a 'renewable energy solar facility' which is defined in the REGPA as:

> "Any electric transmission line or photovoltaic (PV) power plant to be constructed in Inyo County. A renewable energy solar facility does not include small scale renewable energy solar facilities or a pilot or proof of a concept power plant (Inyo County 2015)."

The Project further meets the definition of a "utility scale renewable energy solar facility (more than 20 megawatts [MW])" which is defined in the REGPA as:



> "A renewable energy solar facility that produces more than 20 megawatts (MW) of electricity for off-site use, consumption and/or sale, including all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures (Inyo County 2015)."

Transmission lines may be constructed within or outside of the SEDA, per Land Use Policy LU-1.17 (see **Table 5-1** for further details):

> "Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA."

Table 5-1 below includes polices from the REGPA that are applicable to the Project.

Table 5-1. *Renewable Energy General Plan Amendment Applicable Policies*

Policy Number	Policy Description
GOV-2.4	The County shall require that renewable energy solar facility developers notify local residents and/or landowners by direct mailings or other appropriate means announcing projects at the time an application is submitted.
LU-1.17	Utility Scale (more than 20 MW) and Commercial Scale Renewable Energy Solar Facilities (20 MW or less). The County shall consider utility scale and commercial scale renewable energy solar facilities within SEDA overlays or outside of SEDAs if the facility is proposed to be located over or along the Los Angeles Aqueduct. Within SEDAs or over or along the Los Angeles Aqueduct, the County may consider utility scale and commercial scale renewable energy solar facilities within any zoning district under Title 18 of the ICC and pursuant to ICC Title 21. Based on site-specific studies and appropriate environmental review, the County may process utility scale and commercial scale renewable energy solar facilities within the SEDA, or over and along the Los Angeles Aqueduct, pursuant to ICC Title 21. Potential social, economic, visual and environmental impacts from utility scale and commercial scale renewable energy solar facilities must be avoided, minimized, or mitigated to an acceptable level. Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA. Development standards, including minimum parcel size, may be specified in a Renewable Energy Permit or Renewable Energy Development Agreement in lieu of the standards specified herein, as permitted by ICC Title 21.
LU-1.20	The County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group (i.e., defined collection of SEDAs).
LU-1.21	The County does not support renewable energy solar development projects other than those that use PV technologies.
ED-4.4	Offset the Cost to the County for Service Provision. Renewable energy solar facility development shall be required to provide the means to offset the costs to the County, including but not limited to, the cost of infrastructure improvements and County services, and lost economic development potential. Economic impacts from renewable energy solar facility development identified by the County shall be mitigated or offset.

Policy Number	Policy Description
ED-4.5	Employ and Train Local Labor. The County shall encourage renewable energy solar facility developers to employ the local labor force, during development and for long-term facility maintenance and provide educational and training opportunities, as practicable.
ED-4.6	Compensation to Local Communities. The County shall encourage renewable solar energy developers to provide compensation in the form of reduced rates for communities impacted by development.
ED-4.7	Provide Transient Housing. The County shall encourage renewable solar energy developers to help provide transient housing during the construction of solar energy facilities to minimize impacts to tourist accommodations.
AG-1.3	Conversion of Agricultural Land. Discourage conversions of productive agricultural lands for urban development and encourage avoidance of the use of productive agricultural lands for renewable energy solar facility development.
CUL-1.6	Protect Cultural Resources. The County shall require renewable energy solar facility developers recognize the Old Spanish Trail as a cultural resource and ensure that it and its immediate surroundings in the Charleston View SEDA are preserved and protected.
MER-2	Avoid, Minimize, Mitigate. Ensure that renewable energy solar facility development is conducted appropriately to avoid, minimize, or mitigate the impacts from such development on the social, economic, visual, and environmental resources of the County.
MER-2.2	Solar Energy Development Areas (SEDA). The County shall maintain a Land Use Diagram of areas where utility scale and commercial scale solar facilities may be appropriate (SEDA Map).
MER-2.3	SEDA Land Inventory. As illustrated, the total acreage that may be developed for utility and commercial scale renewable energy solar facilities within each SEDA is capped; and the amount of megawatts that may be generated within each Solar Energy Group is capped (small scale and community scale solar energy facilities are excluded from the caps).



<table>
<tr><th>Policy Number</th><th>Policy Description</th></tr>
<tr><td></td><td>Total Allowable Developable Acreage per Solar Energy Development Area and Total Allowed Megawatt Development per Solar Energy Group:
<table>
<tr><th>Solar Energy Group</th><th>Solar Energy Development Area</th><th>Total Allowable Capacity (MW)</th><th>Total Allowable Developable Area (acres)</th></tr>
<tr><td rowspan="6">Western*</td><td>Laws</td><td></td><td>120</td></tr>
<tr><td>Owens Lake</td><td></td><td>1,500</td></tr>
<tr><td>Rose Valley</td><td></td><td>600</td></tr>
<tr><td>Pearsonville</td><td></td><td>600</td></tr>
<tr><td>Owens Valley Study Area</td><td></td><td>1,500</td></tr>
<tr><td>Western Solar Energy Group Total</td><td>250</td><td>1,500</td></tr>
<tr><td rowspan="2">Southern</td><td>Trona</td><td></td><td>600</td></tr>
<tr><td>Southern Solar Energy Group Total</td><td>100</td><td>600</td></tr>
<tr><td rowspan="3">Eastern</td><td>Charleston View</td><td></td><td>2,400</td></tr>
<tr><td>Sandy Valley</td><td></td><td>600</td></tr>
<tr><td>Eastern Solar Energy Group Total</td><td>500</td><td>3,000</td></tr>
<tr><td colspan="4">MW = megawatts
*The Western Solar Energy Group includes four Solar Energy Development Areas (SEDAs) – Laws, Owens Lake, Rose Valley, and Pearsonville – and the Owens Valley Study Area which is not a SEDA. The Owens Valley Study Area has been identified for potential development equaling the total allowable capacity for the Western Solar Energy Group. The SEDAs or Owens Valley, or a combination may be developed to not exceed the total allowable capacity of 250 megawatts based on transmission availability or 1,500-acres.</td></tr>
</table></td></tr>
<tr><td>MER-2.6</td><td>Avoid, Minimize, or Mitigate Impacts. The County shall work with renewable energy solar developers and other agencies to avoid, minimize, or mitigate impacts to the social, economic, visual, and environmental resources of the County from renewable energy solar facility development.</td></tr>
<tr><td>MER-2.7</td><td>Dust Control. The County shall work with renewable energy solar developers to ensure that dust creation during the construction and operations of a renewable energy solar facility are avoided to the extent practicable.</td></tr>
<tr><td>MER-2.8</td><td>Reclamation Planning. The County shall work with renewable energy solar facility developers to provide and implement a reclamation plan to return the site of each project to pre-project conditions or another appropriate state (i.e., native, reuse, etc.). The reclamation plan shall include financial assurances, such as bonding, for the cost of decommissioning, reclaiming and re-vegetating (if required) each renewable energy solar facility including removal of all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.</td></tr>
<tr><td>WR-3.5</td><td>Sustainable Renewable Energy Solar Development. The County shall require renewable energy solar facility development to incorporate measures to minimize water consumption and use of potable water and encourage the use of reclaimed water and/or practices that do not require water during construction, the life of the facility, and during reclamation.</td></tr>
<tr><td>WR-3.6</td><td>Sustainable Water Practices. Renewable energy solar facility development proposed in the Laws and Sandy Valley SEDAs shall be required to show that the proposed project will be water sustainable.</td></tr>
</table>

Policy Number	Policy Description
WR-3.7	Charleston View. Projects proposed in Charleston View shall be water sustainable and shall require project applicants to purchase and retire water rights along the same flow path for the water that will be used for the project (construction and maintenance) at a minimum of a 1 to 1 ratio.
VIS-1.8	Renewable Energy Solar Development, Light and Glare, Night Skies. The County shall encourage siting, orientation and screening to avoid, minimize or mitigate significant changes to the visual environment from renewable energy solar facility development during construction and operations including avoiding or minimizing light and glare, and impacts inconsistent with Death Valley National Park's International Night Skies designation.
VIS-1.10:	Old Spanish Trail Highway. Provide for setbacks, siting, orientation, screening and buffers, on a project by project basis, to avoid impacts to views of the Old Spanish Trial Highway located in the Charleston View SEDA.

Source: Inyo County 2015

The Project Developable Area includes all equipment and accessory structures related to the solar facility, including the solar arrays, mounting posts, a substation, electrical infrastructure, a portion of the gen-tie, an O&M building, and accessory structures. To meet the requirements of the REGPA and the Charleston View SEDA (**Table 5-1,** MER 2.3), the Project Developable Area will be no greater than 2,400 acres with a maximum capacity of 500 MW. To date, there are no other renewable energy projects developed or proposed within this SEDA or the Eastern Solar Energy Group.



6 Authorizations, Permits, Approvals, and Reviews

This section summarizes the permits and reviews required for the Project. This includes consultations, applications, and approvals that may be requested for the Project at Federal, State, and local levels.

Table 6-1 summarizes permits and approvals that may be required for Project construction for the portion of the Project in Inyo County. The information in the table is preliminary, informed by the current scope, design, schedule, and construction plan for the Project.

Table 6-1. *Summary of Permits and Approvals for Project Construction*

Name of Permit or Approval	Regulation	Agency
Federal		
Section 106 Consultation	National Historic Preservation Act, Section 106	California State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP), as applicable
Endangered Species Act (ESA) Section 10 Consultation under the General Conservation Plan for the Desert Tortoise of California	ESA Section 10	US Fish and Wildlife Service (USFWS)
State		
Section 401 Water Quality Certification	Clean Water Act Section 401	Regional Water Quality Control Board (RWQCB)
National Pollutant Discharge Elimination System (NPDES) Construction General Permit	Code of Federal Regulations (CFR) Title 40, Part 122	RWQCB
Lake and Streambed Alteration Agreement (LSAA)	California Fish and Game Code Section 1600	California Department of Fish and Wildlife (CDFW)
Incidental Take Permit (ITP)	California Endangered Species Act (CESA) Section 2081 for ITP or Section 2080.1 for Consistency Determination	CDFW
Local		
Inyo County Land Use and Development Authorization Renewable Energy Development Agreement (REDA)	California Environmental Quality Act (CEQA)	Inyo County
Authority to Construct and Permit to Operate	GBUAPCD Rule 200	Great Basin Unified Air Pollution Control District
Well and Septic Permits	Inyo County Code Title 7	Inyo County Environmental Health Department
Building and Grading Permits	Inyo County Code Title 14	Inyo County Building and Safety Department



7 Project Components

A general site layout is provided as **Figure 7-1.**

- Solar energy is converted from photon energy to direct current (DC) electrical energy via the semi-conductor material in the PV cells that are the heart of any PV system.
- The PV modules (PVMs) are mounted on rows of metal racking systems, which automatically rotate the modules to track the path of the sun from sunrise to sunset each day. The Project would use these tracking support systems as it improves the energy output and requires fewer modules compared to fixed racking systems, and therefore less impact to the site, to provide an increased amount of contracted energy to the utility.
- The racking system is supported from the ground by approximately 4-inch diameter steel posts, which are driven into the existing soils to a depth of approximately 8 feet by means of a hydraulically driven pile hammer. The steel post diameter and depth are subject to change per the final Project design. After construction, the disturbance to the soils is limited to the cross-sectional area of these standard steel posts.
- The groups of PVM rows, along with the associated electrical cable connections equipment, comprise the Project PV arrays.
- The PV arrays are connected to the inverter stations, which convert the renewable direct current (DC) energy into alternating current (AC) electricity. The inverters are connected to medium voltage transformer units (one for each inverter station), to step up the voltage output from the inverter to a level and configuration that is compatible with the input voltage of the main power transformer.
- The output from each of these medium voltage transformers is gathered via underground wiring (the electrical collection system), combined in electrical switchgear equipment, and connected to the main power transformer located at the Project substation.
- The main power transformer steps up the medium voltage to a level and configuration that is compatible with the grid voltage (i.e. interconnection voltage). The electrical energy output from main power transformer is transmitted to the delivery point through an overhead transmission line (Gen-tie), which interconnects the system via a switchyard to the existing electrical grid.
- Measurement, monitoring, safety, and control of the electrical operation is conducted by a Supervisory Control and Data Acquisition (SCADA) system. This system of energy measurement devices, weather monitoring, industrial computers, network communications, and equipment interfaces allows system operators to safely operate the electrical generation facility and to monitor, optimize, and control the system for the most efficient operation possible.
- The Project arrays would be secured from the general public by perimeter fencing and locked gates designed for emergency vehicle access. Perimeter fences and gates are typically 6 or 7 feet high with or without barbed wire as agreed with the Authority Having Jurisdiction (AHJ) and in accordance with insurance underwriter requirements.
- Electrical substation and high voltage infrastructure would be protected and secured in accordance with the National Electric Safety Code (NESC) to prevent unauthorized personnel from gaining access to energized equipment.



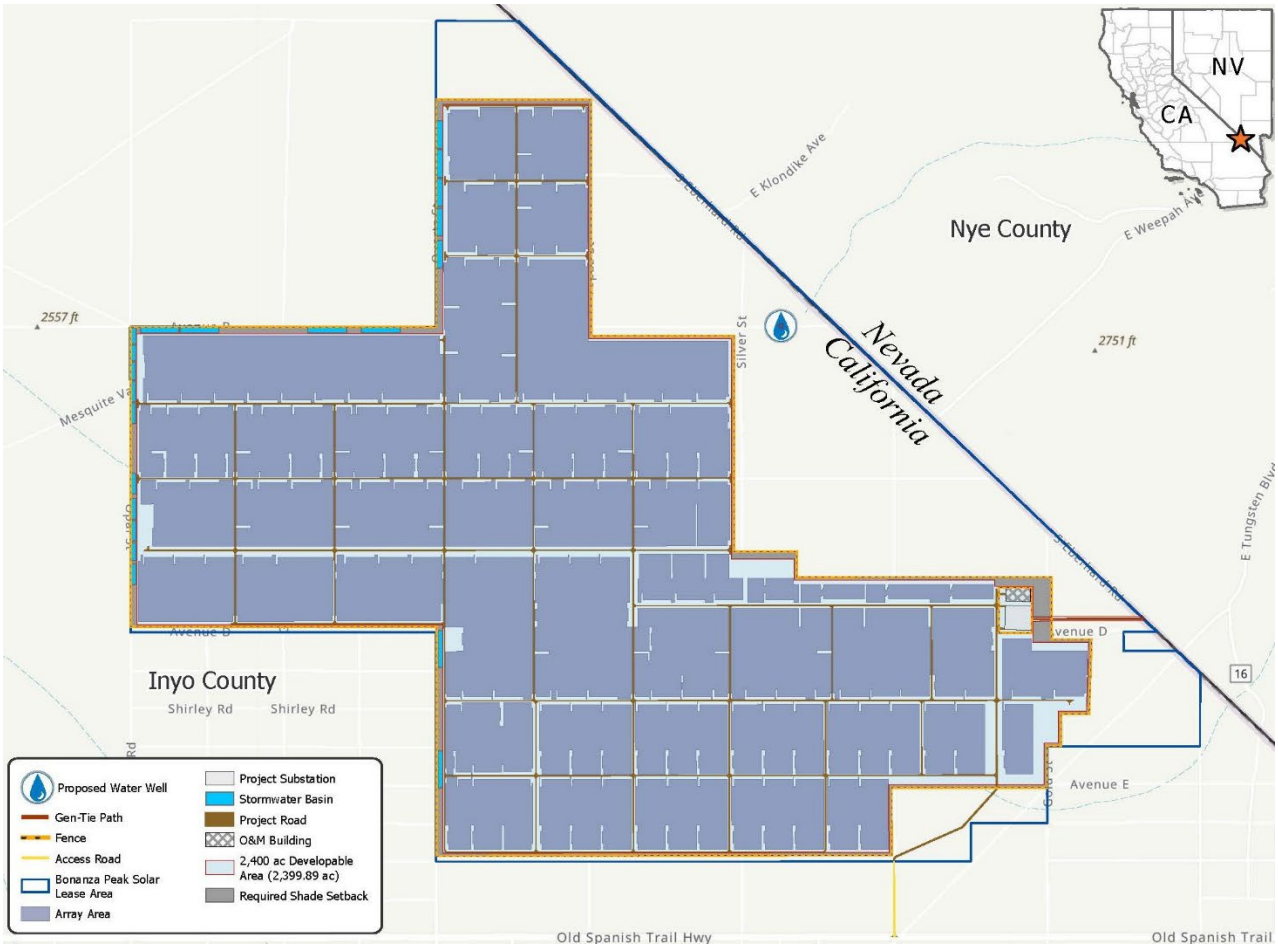
- Within each Project array, gravel service roads would provide access for O&M, and for emergency response vehicles in case of medical or other incidents at the site. These roads would be used for construction of the Project.
- O&M facilities typically comprise an O&M building for site personnel and shipping containers and/or shade structures for storage of spare parts and materials. The O&M building is equipped with lighting and Heating, Ventilation, and Air Conditioning (HVAC) services to provide a comfortable working environment and suitable conditions for SCADA equipment and computers. This facility may have workstations for technicians while on the Project Area. Storage facilities (for spare PV modules, electrical and electronic components, and other supplies) may have interior lighting and ventilation but are typically not environmentally controlled.

7.1 Photovoltaic Modules (PVM) and Arrays

The Project would utilize bifacial solar modules; a sufficient quantity of solar modules would be installed for a total potential capacity of approximately 500 MW ac power. PV modules are shipped in International Organization for Standardization (ISO) containers to the Project site by ship, train, and truck.



Figure 7-1. *Site Layout*



7.2 Typical Solar Tracker and Actuator

The solar tracker racking and actuators work to maintain PVM angle toward the sun (**Figure 7-2**). These devices change the orientation of the arrays throughout the day to follow the sun's path to maximize energy production. The solar trackers would rotate on one axis moving from east to west each day and returning to a stow position each night. In case of high winds, the control system automatically moves the modules to the stow position to minimize wind loads on the racking and support system. The solar trackers would be powered by motors and would be directed by an actuator that responds to the sun's direction. The use of solar trackers would increase electricity production by between 15 and 20 percent as compared with modules at a fixed angle. An example of a solar tracker on a PVM array is shown on **Figure 7-3**.

Figure 7-2. *Solar Tracker and Actuator*



Figure 7-3. *PV Module Tracking*



7.3 Tracking Mounting

The PVMs would be mounted onto corrosion resistant metal tracking structures which are anchored into the ground via steel posts of standard industry shapes and design. Posts would be driven to the depth required by structural loads and geotechnical conditions, using a vibratory ram or other specialized equipment. The array layout would be arranged in a linear pattern (**Figure 7-4** and **Figure 7-5**) as allowed by shading, topography, and other environmental constraints.

Figure 7-4. *Tracking Mounts and Installation*



Figure 7-5. *Tracking Mounts and Installation*



7.4 Power Conversion Stations (PCS)

PCS comprise inverters, step-up transformers, and ancillary electrical protection and control equipment (**Figure 7-6**). PCS convert DC electricity produced by PVMs to medium voltage alternating current (AC) electricity, typically 34.5 kV. PCS may be prefabricated off-site on metal or concrete skids (platforms), along with the associated electrical panels, enclosures, and other equipment necessary for correct operation (**Figure 7-6**). These PCS are typically delivered on flatbed trucks and set by a crane on foundation piers or alternatively may be assembled on concrete pads within the Developable Area.

Figure 7-6. *Typical Inverter Station*



7.5 Electrical Collection and Delivery System

Each PCS would transform the power generated by each inverter unit to medium voltage that is compatible with main power transformer voltage input. Transformers may be dry type, or liquid dielectric, PCB-free (polychlorinated biphenyl). The dielectric fluid would be either natural ester (derived from renewable vegetable oils), synthetic ester, or mineral oil. These fluids are generally accepted as non-hazardous to the environment and do not require secondary containment.

Each PCS would be connected via electrical switchgear to an electrical collection system, which would deliver the energy to combining switchgear. The collection system would be installed in accordance with the NESC, with underground cables run in trenches. Fiber optic communications networks would also run underground, generally in the same trenches as the electrical collection system.

7.6 Electrical Substation

The Project is planned to step up the collection system voltage to the interconnection system voltage through a Project substation. The substation would be within the Developable Area and the fence line. Substation equipment would include main power transformers, circuit breakers, metal-enclosed or open-air switchgear, disconnect switches, bus bars, safety grounding and lightning protection system, and a transition structure to the overhead gen-tie that would connect to the Trout Canyon substation and associated transmission line. Substation structures would be approximately 150 - 170 feet per NESC requirements for system voltages of 35 to 500 kV and local authority requirements. The Project substation would be fenced and secured in accordance with North American Electric Reliability Corporation (NERC), NESC, and AHJ requirements.

7.7 Access Roads and Connector Roads

Primary construction traffic to the Project would originate from Nevada Route 160 to Tecopa Road/Old Spanish Trail Highway, then turn north onto Zircon Street for approximately 0.25 mile before entering the Project Area. This portion of Zircon Street for construction access requires a 26-foot travel width with 2-foot shoulders and a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. Operational period traffic would also utilize Nevada Route 160 and Tecopa Road, but during operations, one of two potential access points would be used; Option #1 would be off of Tecopa Road and Gold Street and Option #2 would be off of Tecopa Road and Zircon Street. Existing public roads would remain open to the public during construction.

New service roads would be constructed within the Developable Area along electrical collector line corridors to support Project construction and operation. The number and length of roads would be minimized to the extent possible to reduce surface disturbance. Such maintenance roads would have a permanent travel width of 16 feet and 2-foot shoulders with a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. These service roads would be used during construction to facilitate delivery of components, installation, and wiring, and for scheduled and unscheduled (repairs) maintenance access during operations. All public roads outside of the fence would remain publicly accessible, but fencing would be placed along the public roads to prevent unauthorized access to the facility.

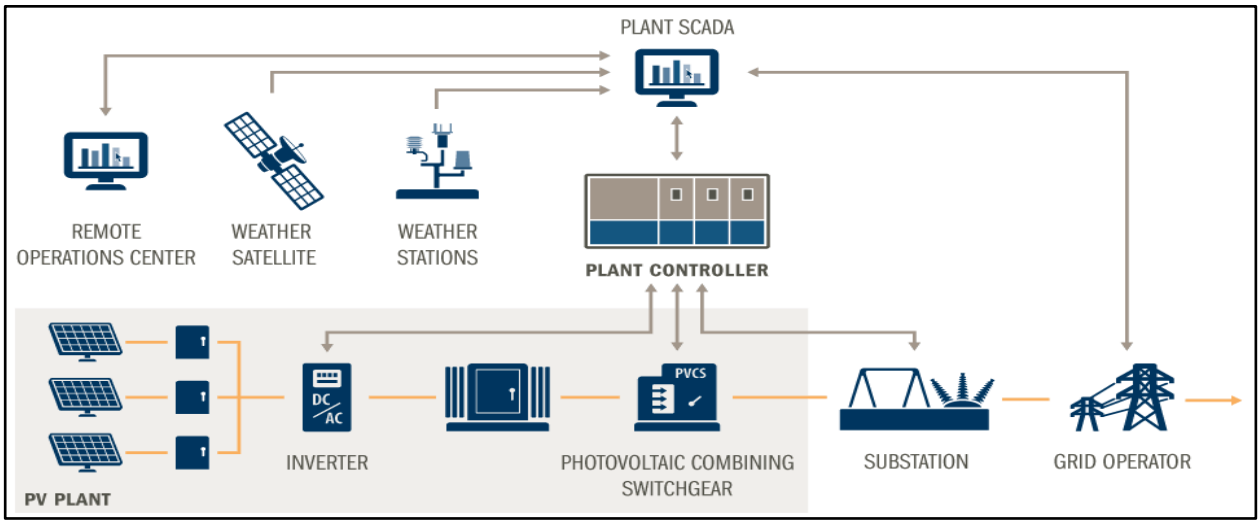
7.8 SCADA System and Fiber Optic Communications

The Project would include a SCADA system to collect operating and performance data from the Project and to provide for remote operation of the facility. The PVMs, PCSs, meteorological (MET) stations, etc. would be linked to a central computer in the O&M facility building and to remote operations center by a fiber optic network (onsite) and cellular, telephone, microwave, or satellite communications (off-site) via a lattice construction microwave tower located near the O&M building. The fiber optic cables used for SCADA communication would be buried with the electrical distribution system in a trench carrying the electrical collection lines to the O&M building.



The SCADA system would interface with the local utility grid operations to allow the utility to monitor plant operations and to disable Project output in case of safety or grid-operation requirements. A system architecture diagram of a typical SCADA system is provided in **Figure 7-7**.

Figure 7-7. *Typical SCADA System*



7.9 Meteorological Station

MET stations would be installed at the Project at various locations. The MET stations instruments are typically mounted on a 10- to 15-foot high approximately, tubular steel tower with guy wires, and a small concrete foundation as depicted in **Figure 7-8**. The MET stations would be located in the interior of the Project PV arrays to accurately measure conditions within the solar arrays and connected to the SCADA system to collect data for analysis and system monitoring.

Figure 7-8. *MET Station (Photo: Nor-Cal Controls 2024)*



7.10 Water Supply

Water for construction and operations will be sourced from one or more existing private groundwater wells and/or a new well permitted by Inyo County within the Applicant's lease. Water rights adequate to support the annual water requirements for construction (Section 8.10) and operations (Section 9.7) are held by the Applicant through agreement with the landowner. The identification of Project water supply wells will be determined upon well testing; all Project water supply wells will be reviewed and approved by the Inyo County Environmental Health Department and all appropriate permits will be obtained.

7.11 Operations and Maintenance Facility

For operations, the Project would include a single or double wide, approximately 2,000 square-foot pre-manufactured O&M building with electric power and lighting, plumbing and sanitation, and HVAC services. Up to 12 unpaved parking spaces including Americans with Disabilities Act (ADA) requirements would be included adjacent to the building. The building would provide a conditioned environment for the safety and health of O&M personnel. Plant monitoring and control equipment (SCADA) may also be installed within the O&M building, or in a separate freestanding insulated and conditioned enclosure.

The O&M building would be located close to the main Project Area entrance, and may be installed on a concrete pad foundation, or on a driven pile foundation, subject to soil conditions. Potable water would be from a well on the Project Area. A permitted septic system and/or tile field (if permitted) would be installed for wastewater treatment and disposal. A commercial power service and meter would provide power to the switchgear and O&M facilities. If a commercial power service is not available, then the Project may utilize a 175 kW generator for the construction trailers and the well pumps.

Up to twelve (12) 40-foot ISO shipping containers would be required for solar and electrical spare parts storage, fitted out with racking and interior and exterior lighting. Storage containers may be installed on sleepers on compacted native earth, or on a gravel base to ensure drainage and accessibility in inclement conditions.

7.12 Temporary Construction Facilities

The Project would have approximately 50 acres of temporary construction facilities that would include secured areas for receiving and storing Project materials (staging areas), water storage ponds, and four to five temporary construction trailers. The construction trailers are intended for construction day use only for office use, as well as a site safety location; approximately 50 people will be using these trailers during construction working hours, which will be locked at the end of each work day. Approximately 500 amps of temporary electrical service would be obtained through a meter installed on a local power line. Sanitation facilities will consist of exterior porta-johns or trailers that contain porta-johns. Workers will bring their own workday food, or a food truck may be provided. This area will include parking for work trucks and personal vehicles for the construction crews. Solid waste generated at the trailers and throughout the site will be hauled and disposed of at a permitted facility by a licensed waste removal contractor approved by the County.

All temporary construction facilities are tentative; these locations would be refined throughout the Inyo County permitting and final design process. These construction facilities would be used throughout the construction period and would then be decommissioned in accordance with the Project's Reclamation Plan, final graded to remove ruts and other disturbances, and then treated with a CDFW seed mix.

7.13 Electrical Collection Lines and Switchyard Interconnection

The power produced by the Project would be generated by the PV modules and collected within the PV arrays via medium voltage (34.5 kV) collection lines. The medium voltage connection lines will carry the generated electricity to the Project substation using a typical overhead or underground cable arrangement at 34.5 kV voltage level.

At the Project substation, this power would then be converted to high voltage (230 kV). The power would be carried between the Project substation and the Trout Canyon substation, located approximately nine miles to the northeast via a 230 kV high voltage overhead gen-tie line.



The high voltage gen-tie transmission line layout and configuration would be designed to accommodate constraints associated with utility easements and any other existing easements. The transmission line would consist of support pole structures, electrical power conductors, fiber optic communication lines and a lightning protection wire above. The overhead transmission pole structures would be approximately 150 to 170 feet tall, depending on terrain and ROW configuration. Structure design for the proposed Project would adhere to all Federal Aviation Administration (FAA) and International Civil Aviation Organization (ICAO) regulations.

The Project has also committed to design and construct the gen-tie line in accordance with appropriate Avian Power Line Interaction Committee (APLIC) guidelines in an effort to avoid avian electrocutions and minimize collision potential.

7.13.1 Gen-tie Line Access Roads

Construction would require access by service vehicles, ground augers, cranes, and trucks carrying the new power poles, conductor wires, and other equipment via temporary access roads. Temporary roads would be developed using a bushwhacker to remove tall brush, while leaving plant root structures to the extent possible. Minimal grading may be needed to remove any localized impediments to passenger and construction vehicles and equipment.

Permanent access along the gen-tie line would consist of a compacted native surface road that should not be traveled more than once per year and only for inspection and possible cleaning or repair. Therefore, the grounds below the gen-tie line would not be substantially altered from their current conditions. Minimal grading would occur to remove any localized impediments for passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other major ground disturbance for access roads within the Project Area should be required.



8 Construction

8.1 Preconstruction Activities

Preconstruction activities would include a topographical survey and civil survey to delineate the following: PVM array boundaries, O&M facility location, access roads, temporary use areas, stormwater features, and the gen-tie line route. Pre-construction wildlife clearance surveys would be conducted within appropriate time windows.

8.2 Geotechnical Investigations and Testing

A geotechnical investigation and accompanying report were previously completed for the Project Area in 2021. According to the report, soils in the Project Area range from silt to gravelly sand. The report provides recommendations on design and methods for solar array and substation foundations that should be considered prior to construction. These recommendations would be reviewed and incorporated into relevant construction plans prior to the start of construction. Additional geotechnical information may be gathered to supplement the 2021 data, if needed.

8.3 Schedule

Construction of the Project would be accomplished by multiple construction crews specializing in various construction components. The overall construction period is estimated to be approximately 18 months and may occur over two phases. Construction would be initiated in the second quarter of 2027. Construction would occur Monday through Friday, 7:00 am to 6:00 pm, unless project schedule demands require a temporary extension of those hours.

8.4 Work Force

Employment during construction may range up to 450 workers depending on the phase of construction. Workers will commute by private vehicle to the site each workday, most likely from cities and towns in Nevada such as Pahrump, located approximately 25 miles from the Project Area, and Las Vegas, located approximately 60 miles from the Project Area, due to availability of housing; camping or staying in recreational vehicles will not be allowed on site or in the local area per Inyo County Code 14.04.040 (Habitation Restrictions). Carpooling to and from the site each workday will be encouraged, which would reduce the number of daily commuter vehicle trips. However, the maximum number of 450 one-way vehicle trips was analyzed. Workers will utilize the construction trailers during the workday for office use and site safety briefings; these trailers will be locked at the end of each workday. Workers will bring their own workday food, or a food truck may be provided. Sanitation facilities for the workers will consist of exterior porta-johns and/or sanitation trailers.



Preconstruction surveys include survey crews, utility workers for local station power, supervisors, and engineers. Site preparation and fencing would commence when environmental restrictions are cleared. Workers would be provided with training on potential environmental restrictions and best practices. The Applicant would use qualified local and non-local contractors/subcontractors according to the equipment and personnel needs of the Project.

8.5 Transportation

A list of vehicles and equipment that would likely be used during construction is provided in **Table 8-1.**



Table 8-1. *Vehicles and Equipment Used for Project Construction*

Activity	Equipment	
Road Construction	Bulldozer Motor Grader Drum Packer Dump Truck/Belly Dump Trucks Gannon Tractor	Water Truck Rubber Tire Backhoe Excavator Scraper
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Concrete Truck Excavator Gannon Tractor Water Truck	Trencher Materials/Waste Transportation Truck Auger Rig Fork Truck to Offload Spools Bobcat
Solar Array Assembly and Erection	Fork Truck Hydraulic Crane Water Truck	Materials Transportation Truck Vibratory Pile Driver
Project Cleanup	Dump Truck Front-end Loader Dozer	Motor Grader Materials/Waste Transportation Truck
Daily Construction Traffic	Full-size Pickups, FedEx, United Parcel Service, and Other Delivery Trucks	Gators, Buses

Trucks transporting Project components and construction materials would access the Project Area from Nevada Route 160 to Tecopa Road and then north on Zircon Street for approximately 0.25 mile before entering the Project Area. The Applicant estimates that 96,125 vehicle trips (60,045 passenger/service truck trips and 15,830 large diesel trucks) and trailer trips would be needed during the construction phase of the Project. There would be undeveloped construction parking for approximately 300 vehicles.

In general, oversized trucks would not be used to transport PVM components to the Project Area but may be required to deliver the main power transformers. It is not anticipated that any road improvements beyond adding a gravel road base to Zircon Street would be needed to accommodate delivery and construction traffic along public roads and highways. The REDA with Inyo County will contain information on road maintenance and restoration that the Applicant will be required to fulfill.

Equipment and material hauling would be performed in a manner to prevent damage to areas outside the Project and minimize interference with existing land use activities. Transportation and construction contractors would obtain all necessary permits for transportation-related elements of the Project from the California Department of Transportation (Caltrans) and Inyo County. A Traffic Management Plan would be drafted to ensure safety and minimize impacts on traffic flow in the vicinity of the Project.

Routine vehicle and equipment maintenance activities would be performed off-site or within the material storage, staging and laydown areas. Broken-down vehicles or equipment would be trucked or towed off-site for repair.

A Habitat Restoration and Integrated Weed Management Plan would be developed in coordination with environmental permitting agencies, to minimize potential impacts from the introduction and spread of



noxious and invasive weeds due to vehicles entering the construction areas. Best management practices would be employed to reduce the likelihood of the introduction of non-native invasive plant species.

8.6 Fencing

A 6- to 7-foot-high security perimeter fence topped with 1-foot of barbed wire would surround the solar arrays and along public roads within the Project Area. New fence lines would be established at the edges of the Project. There would be lockable double swinging security gates constructed at these locations, with access provided to emergency service providers. The facility fences and gates would be marked with the emergency contact information in accordance with Federal, State, and local emergency providers' requirements.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, during construction, the Project would follow the USFWS's most recent protocol for construction of fencing and gates to exclude desert tortoises. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

8.7 General Construction Methods

8.7.1 Vehicles and Equipment

Construction vehicles and equipment would include earthmoving equipment, including but not limited to loaders, various-sized bulldozers, graders, shovels, and backhoes; delivery trucks and semi-tractors; welding rigs, generators, and compressors; and light-duty support vehicles. **Table 8-1** lists specific types of equipment anticipated to be used during construction of the Project.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, the Project would require that all workers, contractors, and all other participants in the activity check under their vehicles or equipment prior to moving them when they are in areas where desert tortoises are likely to be active. All jurisdictional waters within the construction area will be staked as exclusion areas; no vehicle traffic or other activity will occur within these areas.

8.7.2 Clearing and Grading

Site preparation of vegetated areas would involve minimal cutting, leaving part of the shrub and the root structure intact to minimize soil disturbance and reduce potential impacts to desert tortoise. Details pertaining to vegetation management during construction will be included in the Project's Vegetation Management Plan. Minimal grading would occur within the Project Area, primarily at the substation and O&M building site, plus the interior Project roads along electrical collection line corridors; most of the Developable Area will remain at existing grade. Clearing and grading of these areas (approximately 69 acres of the total 2,400-acre Developable Area [3 percent]) would be accomplished using a standard bulldozer, grader, or other similar earthmoving equipment. Twenty-one unlined sediment (stormwater) control basins totaling approximately 20 acres would also be graded and cleared along the Project



boundaries outside of the Project's Developable Area to capture stormwater and sediment leaving the site. These features would be approximately 2 feet deep, range in dimensions up to 95 feet by 670 feet, and would be allowed to revegetate. Therefore, a total of 89 acres would be graded.

Grading would require that affected areas are reseeded after construction is complete, if not covered by gravel roads or equipment foundations. Regrading and revegetation techniques from short-term and permanent disturbance would be provided in a Stormwater Pollution Prevention Plan (SWPPP).

Temporary access to the construction areas would occur by driving over existing vegetation and creating temporary access routes over crushed vegetation; no clearing and grading would be required. This construction method would minimize disturbance of soils and vegetation.

8.7.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the Project's Developable Area to store components and to facilitate construction activities. The storage, staging, and laydown areas would be used to store office trailers, for parking of construction and personal vehicles, storage of construction equipment, and temporary staging and laydown for construction materials. The storage, staging, and laydown areas would be reclaimed following construction.

8.7.4 Fueling Stations

Fueling stations would be established within the Project Area to service construction vehicles. Diesel aboveground fuel tanks would be located at the Project material storage, staging, and laydown areas for vehicle and equipment fueling. Each fuel tank would be located within a temporary secondary containment berm, would be equipped with a spill kit, and would be operated consistent with the Project's Hazardous Materials and Waste Management Plan.

8.7.5 Temporary Construction Water Storage Ponds

It is anticipated that two temporary water storage ponds would be needed during construction. Each construction water storage pond would hold approximately 100,000 gallons, would be lined with a plastic and/or rubber liner, and would have a slight pitch to the corner closest to the transfer pump. Ponds would be filled as necessary from a Project well according to water demands. Their locations would be identified upon a more detailed Project design. Any surface water discharge would comply with water quality and sediment management regulations.

8.7.6 Access and Connector Roads

Construction of the Project would require the construction of new roads within electrical collection corridors to provide access for employees and equipment. Access roads would provide permanent vehicle access throughout the construction, O&M, and decommissioning phases of the Project to the arrays, substation, O&M facility, and the MET towers.



The general road design criteria for the perimeter road and roads to facilities would include the following specifications:

- Roads would have gravel road base and a travel width of 16 feet and 2-foot shoulders and be sloped to match existing grades.
- Approximately 25-foot radius at road centerline.
- Approximately 35-foot radius at minimum or as dictated by the Fire Code Standards at road corners.
- Road base with gravel surface, as dictated by the Fire Code Standards or geotechnical report recommendations, which will also serve to reduce fugitive dust.
- Design speed: Approximately 15 miles per hour.

Where access roads would cross existing underground utilities (if identified) the crossing sites would be designed to be protective of the underground utilities. Access road construction would begin with site preparation. The service and maintenance access roads would be scarified and compacted with water bars installed as necessary. Road construction can also start with rough grading and leveling of roadways. Water bars would be cut across roads as needed to allow for natural drainage of water over the road surface and to prevent road washout. Water would be applied by tanker truck to all Project roads up to six times per workday to control fugitive dust.

After construction, all areas exhibiting soil disturbance would be surveyed for the presence of noxious weeds. Noxious weed control would be performed onsite during construction according to the specifications defined in the Project's SWPPP.

8.7.7 Facility Foundations

Foundations for inverter stations would be driven steel I-beams with a steel skid structure over concrete pads and poured in place over prepared soils. Foundations/pads for other buildings or equipment, such as the substation and O&M building, would consist of a concrete base, poured in place over prepared soils.

8.8 Solar Arrays

The PVM arrays would be assembled and erected at each array site. The PVMs and array frames would be delivered to the specific site, offloaded, and assembled using forklifts and physical labor. The PVM offloading and assembly area would utilize PVM array roads.

Support poles for the PVM tracker units would be galvanized steel piles driven directly into native soil.



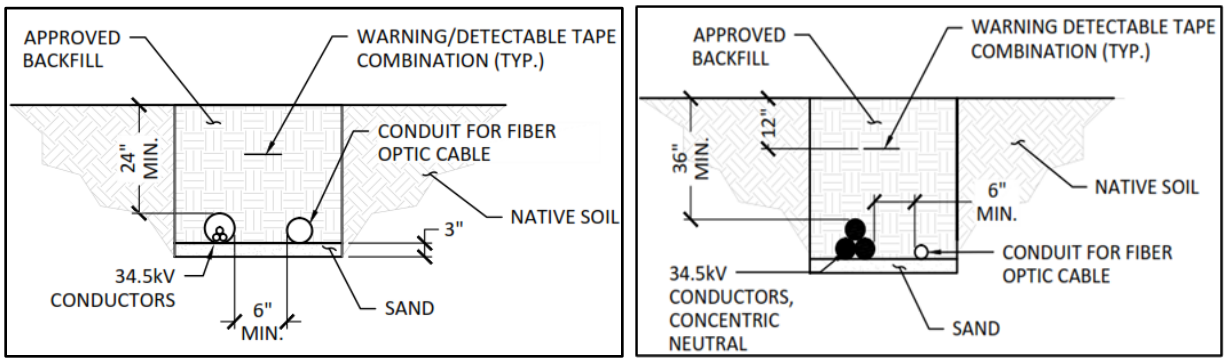
8.8.1 Electrical Distribution System

Electrical distribution system cables for each circuit would be buried in trenches. In locations where two or more sets of underground lines converge, underground vaults and/or pad-mounted switch panels would be used to tie the lines together into one or more sets of larger feeder conductors.

After final grading, the electrical collection system trenches would be reclaimed using seed mixtures and techniques identified in the Project's Decommissioning and Site Reclamation Plan.

Dimensions as shown in **Figure 8-1** are indicative and will be customized based on site-specific requirements in compliance with the code standards.

Figure 8-1. *Electrical Collection System Trench Design*



8.8.2 Substation

Construction of the substation would include:

- Clearing and grubbing the site.
- A grid around the switchgear site and installing a grounding grid. Steel-copper ground rods would be driven into the ground at key locations and bonded to the ground grid.
- Constructing concrete foundations for switchgear equipment designed for the soil conditions at the switchgear site (concrete would be trucked to the site from the nearest acceptable commercial concrete batching plant).
- Installing switchgear components, including circuit breakers, metal-enclosed switchgear, disconnect switches, relays, battery and charger, surge arrestors, AC and DC supplies, control house, SCADA, and grounding and associated control wiring.
- Installing a secondary perimeter fence, if needed, and surfacing the yard with crushed rock.

The substation would be equipped with an outdoor motion-activated 'full cutoff' lighting system and safety signs as required by national electric and safety codes.

8.9 Gen-tie Line

8.9.1 Vehicles and Equipment

Table 8-2 lists specific types of equipment anticipated to be used during construction of the gen-tie line.

Table 8-2. *Vehicles and Equipment Used for Gen-tie Line Construction*

Activity	Equipment	
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Winch / Spool Truck Boom Truck Fork Truck to offload spools Man-lift Bucket Truck	Trencher Materials/Waste Transportation Truck Auger Rig Cranes Excavator

8.9.2 Clearing and Grading

The gen-tie line corridor would not be substantially altered from the current condition. Light grading would be executed to remove any localized impediments to passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other improvements should be required.

8.9.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the gen-tie line construction ROW to store components and to facilitate construction activities if needed. Otherwise, a laydown area could be used. The storage, staging, and laydown areas would be used for parking of construction and personal vehicles, storage of construction equipment, temporary staging and laydown for construction materials, and fueling. The storage, staging, and laydown areas would be reclaimed following construction as per the Decommissioning and Site Reclamation Plan.

8.9.4 Gen-tie Line Construction

Each gen-tie line structure would require the installation of foundations, which are typically drilled concrete piers. First, holes would be excavated for each structure. The holes would be drilled using a truck-mounted excavator equipped with augers of various sizes depending on the diameter and depth requirements of the hole to be drilled.

If the pole requires a concrete foundation, then concrete would be placed to fill the hole with reinforcing steel bars and anchoring bolts. Typically, concrete would be delivered directly to the site in concrete trucks with a capacity of up to 10 cubic yards.



The towers would be brought to the site on tractor trailer flatbeds and offloaded to the temporary laydown area within the Project Area or in the construction ROW of the gen-tie line. The structure would then be assembled and fitted with cross-arms, supports, insulators, etc., as needed by final designs. Assembly would be facilitated onsite by a small truck-mounted crane. Subsequent to full or partial assembly, the entire or the lower portion of the structures would be lifted onto the foundation using a large crane designed for erecting towers. The crane would move along the ROW as towers are erected. Helicopters will not be utilized.

The gen-tie line would consist of three power conductors, communications (fiber optic) below the power conductors, and possibly a lightning protection wire above. Pulleys and winch trucks would be used to install the powerlines, and ground and communication cables to their final positions and tensions.

8.10 Water Use During Construction

Construction of similar, utility-scale PV solar projects on more temperate desert sites (with temperatures below 100 degrees Fahrenheit) spanning up to 1 square mile have typically entailed the use of approximately 20 water truck fill-ups per day—each carrying 5,000 gallons (approximately 0.015 acre feet [AF])—during summer periods. For such projects, total water use generally ranged between 0.1 and 0.2 AF per acre annually.

The proposed Project Area, however, is located in a hotter and drier climate and therefore will require additional water. To account for the increased water need, it is conservatively assumed that 0.3 AF will be required for each acre of ground-disturbing activity annually. Furthermore, it is conservatively assumed that this demand will be required on an annual basis.

The proposed Project has an estimated construction water demand of 729 AF per year, based on the 2,400-acre Developable Area, 10 acres for the access road and construction corridors in California, and 20 acres for the retention/sediment basins. Therefore, the 18-month construction period would require a total of 1,094 AF of water.

8.11 Testing and Calibration

After construction, systems, controls, and safety equipment would be calibrated and tested before being placed in service. Qualified technicians and mechanical and electrical experts and electricians would test and inspect solar components, transformers, communications systems, switchgear, and interconnection systems to ensure that they comply with required specifications and are working properly.

8.12 Postconstruction and Revegetation

The final phase of construction is cleanup and restoration of areas disturbed by construction but not required for facility operations. Areas that have been temporarily disturbed by grading or other earthmoving activities would be restored to the preconstruction contours of the land to the extent possible and consistent with future operating needs. Work may consist of re-contouring areas, establishing vegetation, and applying



mulch to provide additional erosion control. Ungraded areas disturbed only by overland travel would be assessed in coordination with Inyo County to determine if restoration is needed for recovery of the area. Temporary disturbance areas would be revegetated using seed mixtures and techniques developed in consultation with Inyo County or CDFW.

Noxious and invasive weed control would continue onsite during the restoration process. Active management after initial seeding would help ensure the success of the revegetation process.

Upon completion of construction and restoration, fences and other previously existing structures would be reestablished to as good a condition or better than that existing at the start of site preparation and construction activities.

8.13 Health and Safety Program

Construction activity, personnel onsite, and worker travel could potentially have impacts on health and safety during the approximately 18-month construction period. However, in general the Project would have minimal impacts on fire, medical, and law enforcement services. Photovoltaic solar facilities are not generally associated with fire risk. During both construction and operations, the plans and procedures described in the following sections would serve to greatly reduce the chances that medical and law enforcement services would be required.

Prior to the start of construction, the Applicant would conduct a safety assessment to identify potential safety issues and to develop measures that would be employed to mitigate them. Potential safety issues include site safety and security, worker on-site and off-site (travel) injuries, fire control, safe work practices, heavy equipment transportation, and traffic management. A health and safety program would be developed to protect both workers and the public during Project construction, including a site-specific Emergency Response Plan and Health and Safety Plan with guidelines and procedures.

8.13.1 Site Safety and Security

The Project would post warning signs along the Project access roads from Nevada 160 to the Project Area boundary informing the public of construction activities, warning of increased vehicles and potential wide loads on the roads, and directing that the public does not enter the site. For areas where public safety risks could exist and site personnel would not be available 24/7 to control public access (such as excavated foundation holes and electrical distribution system trenches), warning signs and temporary fences or flagging would be erected. Fencing also may be installed around material storage, staging, and laydown areas, which would be locked after each work day. Other areas determined to be hazardous or where issues of security or theft are of concern also may be fenced. Temporary fencing around unfinished excavations and other potential hazards typically would consist of a high-visibility plastic mesh or red/yellow danger tape. The Applicant also may use security guards, cameras, and/or additional fencing, if necessary, to protect public health and safety and Project facilities. Public safety assistance would be expected to come from the Inyo County Sheriff's Office, Shoshone Substation. Per the Sheriff's Office, response time from the Shoshone Substation to the Project site would be approximately 30-40 minutes.



The site-specific Health and Safety Plan is provided to all workers and is available electronically and in hard copy on site. It is generally reviewed and updated at least annually and all changes are communicated to workers. The purpose of the plan is to provide compliance with Health and Safety federal, state and local requirements, Project and site-specific concerns, and the EPC's corporate Health and Safety guidance. Site safety procedures would address a zero-injury safety policy, responsibilities and roles of personnel, health and safety for subcontractors, worker safety orientation and training, severe weather conditions, and accident/incident reporting procedures. The site safety procedures would also outline employee safe work programs, including drug and alcohol policies, hazardous materials, fire protection, respirator use and maintenance, confined workspaces, and potential work hazards such as blood-borne pathogens, electrical hazards, and environmental dangers.

8.13.2 Emergency Response

An Emergency Response Plan provides information and instructions to guide site managers, workers, and first responders in preparing for, and safely responding to, an incident, fire, or other emergency associated with the solar facility and appurtenant systems. The Emergency Response Plan includes the general hazards and nearby exposures related to construction and operations, as well as detailed information including but not limited to the Incident Command System, safety, staging areas, site access, lock box access, and water supply. The EPC contractor must have a qualified health and safety individual at the construction trailer from construction start to completion. This individual must be EMT trained. The construction trailer must contain a first aid kit and a defibrillator.

Emergency response procedures would include emergency recognition and prevention, organization and personnel responsibilities, emergency alerting procedures, maps and diagrams of the facilities, incident documentation, investigation responsibilities, and post-emergency activities. Specific emergency response procedures for medical, severe weather, power outages, and other situations would also be addressed. It is expected that emergency medical response would typically come from Pahrump, Nevada, located 28 miles (30-40 minutes) from the Project Area. Additionally, workers would be trained in access routes and other emergency preparedness, which would assist in reducing impacts related to response times.

Emergency response procedures would be included in a Health and Safety Plan. The Applicant would be responsible for implementing emergency procedures during the course of the Project.

8.13.3 Fire Management and Protection Plan

Fire prevention and suppression procedures would be provided in the Emergency Response Plan and would address potential fire sources and appropriate safety and fire prevention measures. Project-specific fire sources could include vehicle exhaust systems, fueling operations, smoking, electrical work, and onsite flammable liquid storage. Fire suppression, emergency preparedness, and emergency notification and follow-up procedures would be addressed, and other measures such as carrying fire extinguishers and shovels would be incorporated into the procedures. Fire response could come from the Southern Inyo Fire Protection District in Tecopa (25 miles/30-40 minutes), from a new fire station in Charleston View (completion date to be determined), or from Pahrump, Nevada.



8.13.4 Traffic Management Plan

Traffic management and transportation procedures would be included in the Traffic Management Plan. Traffic management procedures would be designed to minimize potential hazards from increased truck traffic and worker traffic and to minimize impacts to traffic flow in the vicinity of the Project. The procedures would present Project-specific information on traffic and circulation in the Project Area, truck traffic volumes, traffic situations, areas of congestion, and special traffic concerns such as the location of school bus routes, and specific traffic management measures including informational signs, flaggers when equipment blocks throughways, and traffic cones to identify any temporary changes in lane configuration.

Transportation procedures would address issues specific to transporting Project components, as well as construction equipment, including but not limited to trucks, loaders, various-sized bulldozers, shovels and backhoes, welding rigs, generators, and compressors. Equipment and material hauling would be performed in such a manner as to prevent damage to areas outside the Project and to minimize interference with existing uses of lands crossed.

The transportation procedures would describe regional and local access routes and affected roadways, traffic volumes, pavement conditions, and traffic mitigation measures. The procedures would describe travel routes for construction materials, current and predicted traffic volumes for construction access routes, and BMPs for handling traffic along these transit routes during Project construction. The procedures would also identify the processes for complying with any state requirements.

8.13.5 Grounding

Grounding equipment would be installed at the Project substation, PV racking systems, combiner boxes and inverters. Each transformer also would be grounded to protect equipment and personnel. The Project substation would include a below grade grounding grid.



9 Operation, Monitoring, and Maintenance

After construction, onsite personnel would operate and maintain the Project. Public access would be restricted to protect public safety and prevent vandalism.

9.1 Work Force

Operation of the solar energy facility would require approximately six to ten full-time employees. The operations workforce would include off-site facility managers, administrative support, SCADA instrument and PVM technicians, and other monitoring and maintenance personnel. There would be no on-site housing. The majority of the employees would be full-time throughout the anticipated life of the Project. During the first several years of Project operations (the warranty period), additional personnel employed by the component manufacturer(s) may be onsite conducting equipment performance monitoring and calibration. Seasonal workers will be onsite to support vegetation management as needed.

9.2 Operation and Maintenance Activities

Routine maintenance of the PVM arrays would be necessary to optimize performance and to detect potential malfunctions. O&M procedures would be established that define specific routine PVM array maintenance and inspection activities based on the PVM manufacturer's recommendations.

Transformers and inverter units would be maintained as part of normal O&M activities. Periodic inspection and/or maintenance of underground electrical collection lines may be required during the life of the Project. These activities would be conducted pursuant to prudent utility practices. Switchgear maintenance activities would include routine, scheduled equipment maintenance, grounds keeping, and emergency maintenance in the event of equipment failure. Switchgear maintenance would be performed by Project personnel or approved contractors. Inoperative PVMs would be repaired, replaced, or removed in a timely manner.

Once temporary reclamation is complete and vegetation is stable following construction, noxious weed surveys would continue on an annual basis. Routine maintenance would include weed monitoring and treatment that would be outlined in the SWPPP.

9.3 Products Used for Monitoring and Maintenance

The Project would utilize a meter on a local power line for power during the operational phase. Should the local power source be unavailable, the Project may utilize a 20-kW propane generator for service power.

No new raw materials would be routinely required for Project operation, once each phase of construction is completed and commercial operation is achieved. Materials brought onto the site after commercial operation is achieved would be limited to those required for O&M, repair or replacement of components, systems or structures necessary for continued safe and reliable operation.



Materials typically used for O&M of the Project may include mineral or biodegradable transformer dielectric fluids, natural or synthetic oils as lubricants, cleaning agents, and herbicides for weed control. These materials, some of which may be classed as hazardous, would be stored in small quantities (less than 50 gallons) securely at the O&M facility. Batteries, for switchgear tripping or uninterruptible power supplies (UPS) for SCADA or computers may include materials classified as hazardous, depending on the specific type of energy storage technology utilized.

Hazardous materials use, storage, and disposal would be in accordance with the Project's Hazardous Materials and Waste Management Plan and would comply with applicable local, state, and federal environmental laws and regulations. The plan identifies hazardous materials that would be used, stored, or transported and establishes inspection procedures, storage requirements, storage quantity limits, inventory control, non-hazardous product substitutes, and disposal of excess materials. The plan also identifies requirements for notices to federal and local emergency response authorities and includes emergency preparedness and response plans, including spill response. Accidental releases of hazardous materials would be prevented or minimized through proper containment of these substances during transportation to the site, storage onsite, and use. Hazardous waste would be removed and disposed of off-site in an appropriately permitted disposal facility.

Hazardous substances or hazardous wastes that are oils or mixed with oils are subject to Spill Prevention, Control, and Countermeasure (SPCC) rule requirements and would be managed according to a Project SPCC Plan for Project O&M. The SPCC Plan would be supplemented by other plans, as necessary, describing control and response procedures for other hazardous materials or wastes regulated by the Resource Conservation and Recovery Act and not included in the SPCC Plan.

The Project Hazardous Materials and Waste Management Plan would also identify the waste streams expected to be generated at the site and address solid waste determination procedures, waste storage locations, waste-specific management and disposal requirements, inspection procedures, and waste minimization procedures. Disposal of liquid and solid waste produced during operation of the solar energy facility would be done so as not to impact human health and the environment.

9.4 Site Security

The facility requires security during the operations phase. A permanent fence would be installed around the Developable Area and the retention/sediment basins. The typical fence profile is 6- to 7-feet of 2-inch cyclone mesh, with two to three strands of barbed wire above the cyclone. The finished fence is standard for most electrical installations and is required by National Electric and National Safety Codes to prevent unauthorized personnel from gaining access to energized components. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

The Project also would be marked with warning and no trespassing signage on fences, gates, and electrical equipment. All gates, access doors, and ports would be locked at all times.



9.5 Lighting Plan

All site lighting will comply with Inyo County's Outdoor Lighting Ordinance (Title 18.79). The O&M facility and substation would have motion-activated, downward pointing/full cutoff nighttime lighting (designed to limit upward light pollution or across Project boundaries) to minimize effects on dark night skies. The lights within the O&M facility would be installed on the exterior of the O&M building and the storage shipping containers. This lighting may also be placed at gates or other locations to provide additional security. Electricity for the lighting would be provided by the local utility via a commercial meter.

9.6 Gen-tie Line

The gen-tie line would be inspected periodically as required, for conductor soiling, corrosion or oxidation, operating temperatures, physical damage, etc.

9.7 Operational Water Needs

Solar panel washing is not anticipated. The main water demand components for the operational phase of the Project consists of water use associated with the O&M building. The estimated total annual water use during operations is approximately 0.014 AF per year, totaling approximately 0.68 AF over the Project's 48.5-year operational period. This water would be obtained from an existing well or a new well permitted by Inyo County. Drinking water will also be supplied via a 5-gallon cooler dispenser in the O&M building.

10 Decommissioning

The Applicant is seeking a 50-year REDA for the Project on private land in Inyo County. At the end of the Project's useful life, the solar arrays and gen-tie line would be decommissioned and dismantled, and some components would be recycled or re-used. While it is possible that the Applicant may want to work with Inyo County to repower the site at some point in time, repowering is beyond the scope of this Project. Project decommissioning would be completed, including reclamation, in compliance with all applicable federal, state, and local requirements on or before the REDA expiration date. The Project's Reclamation Plan would provide specific details as to how decommissioning would be accomplished and would be based on a final layout. While speculative at this point, it is assumed that the same amount of water would be used per year (729 AF) for decommissioning as would be used for construction.

10.1 Facility Decommissioning

Decommissioning is a systematic deconstruction process that would involve removal and off-site recycling, reuse and disposal of the infrastructure and associated facilities within the solar energy facility. Many of the activities involved with Project decommissioning are similar to those performed for Project construction.

In general, decommissioning of the Project would involve disassembling the PVM arrays and associated infrastructure and salvaging valuable equipment, such as PVM array steel, electric components, and materials such as steel and copper. The Applicant would attempt to salvage economically recoverable materials and to recycle solar energy components for future uses. Unsalvageable materials would be disposed of at authorized locations. Associated infrastructure, including conductors, cables, poles, and roads would be removed unless otherwise allowed by Inyo County to remain in place. Demolition or removal of equipment and facilities would meet applicable environmental and health regulations.

Following the removal of Project facilities, the site would undergo final cleanup and reclamation as would be detailed in the Decommissioning and Site Reclamation Plan. Concrete foundations would be removed to 3 feet below grade and reseeded as appropriate. Areas disturbed during removal of Project features would be restored and rehabilitated as near as possible to their preconstruction condition and would be available for the same uses that existed prior to construction of the Project.

10.2 Gen-tie Line Decommissioning

Similar activities would occur with the decommissioning of the gen-tie line. The electrical lines and structures would be removed using trucks and cranes and would be moved to a designated laydown area. The electrical power conductors would be removed from the poles and recycled, as would the metal poles and lattice structures. Any material deemed hazardous or unusable would be trucked off-site using tractor trailer flatbeds and disposed of at authorized locations. If foundations are utilized for metal structures, they would be removed to a minimum of approximately 3 feet below the surface. All foundation holes would be refilled, compacted, and reseeded as appropriate. The unimproved service and maintenance route along the corridor would be scarified, compacted, water bars would be placed if and where necessary to prevent



erosion, and the route reseeded in accordance with the County approved Decommissioning and Site Reclamation Plan.



11 References

Inyo County. (2002). Inyo County General Plan: Land Use and Conservation/Open Space Elements. Diagram 29. Charleston View. Available at: https://www.inyocounty.us/sites/default/files/2020-02/Landuse%20Diagrams.pdf

Inyo County. (2015). Inyo County Renewable Energy General Plan Amendment: Final Errata to the Final Program Environmental Report. Available at: https://www.inyocounty.us/sites/default/files/2020-04/FinalREGPA33015.pdf

Lumby, B., & Miller, A.J. (2011). Utility scale solar power plants: a guide for developers and investors. Photo of Utility Scale Photovoltaic System. Available at: https://api.semanticscholar.org/CorpusID:107545014

Nor-Cal Controls. 2024. Homepage: Photo of MET station. Available at: https://norcalcontrols.net/met-stations/



EXHIBIT D
CONDITIONS OF APPROVAL FOR REGION II DEVELOPMENT

1. **Hold Harmless**
   The owner/developer shall defend with counsel acceptable to Inyo County, indemnify, and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul an approval of the County, its advisory agencies, its appeals board, or legislative body concerning REDA 2026-02/Bonanza Peak Solar II, LLC, including all associated environmental review. The County shall promptly notify the owner/developer of any such claim, action, or proceeding and shall cooperate fully in the defense. The County reserves the right to prepare its own defense with counsel of its choosing, at the County's sole cost and expense.

2. **Project Term**
   Renewable Energy Development Agreement 2026/02 allows for a 50-year project lifetime commencing with issuance of building permits from Inyo County or six months after project approval, whichever occurs first.

3. **Compliance with Applicable Law**
   The owner/developer shall conform to all applicable provisions of the Inyo County General Plan, County Code and State law and regulations, including the California Building and Health and Safety Codes and CUPA (Certified Unified Program Agency). Failure to comply may result in the termination of REDA 2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of REDA 2026-02.

4. **Compliance with other Affected Agencies**
   Prior to issuance of grading or building permits, the owner/developer shall obtain all required permits and approvals from applicable agencies, which may include but not be limited to Great Basin Unified Air Pollution Control District, Lahontan Regional Water Quality Control Board, the Bureau of Land Management; US Fish and Wildlife; and the California Department of Fish and Wildlife.

5. **Decommissioning Plan and Financial Assurance**
   As per section 21.20.030 and 21.20.040 of the Inyo County Code, the owner/developer has submitted a staff approved decommissioning plan.

- A financial assurance mechanism that covers all current costs to implement reclamation under the decommissioning plan shall be prepared and submitted to the County prior to the issuance of building or grading permits.

- Upon reasonable notice from the County, the owner/developer shall submit to an annual inspection of the project site and any updates to the decommissioning plan with corresponding updates to financial assurance based on the Consumer Price Index shall also be included.

- Reasonable, actual, and documented annual project site inspection costs related to staff time and travel will be paid annually when presented to the owner/developer.

Failure to comply with the financial assurance requirements may result in the termination of REDA 2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of that agreement.

6. **Compliance with PEIR, Addendum and all PEIR MMRP Requirements.**
The project shall comply with all applicable mitigation measures identified in the Addendum and PEIR in compliance with the PEIR MMRP requirements. Failure to comply may result in the suspension or termination of REDA 2026-02.

7. **Sales and Use Taxes**
The developer shall undertake specified actions in contracting for construction of the project so as to allocate sales and use taxes paid in connection with project construction to the County to the maximum extent provided by law. For all contracts meeting the qualifying threshold for California Department of Tax and Fee Administration ("CDTFA") jobsite registration, the developer shall include language in its construction contracts, and require all contractors to include language in their subcontracts, identifying the jobsite within unincorporated Inyo County as a place of business of the contractor or subcontractor and place of sale of fixtures furnished and installed by the contractor or subcontractor and requiring its construction contractor and subcontractors to allocate sales and use taxes to the County, to the maximum extent provided by law, in its CDTFA filings and permits.

Prior to a contractor's or subcontractor's commencement of work on the project, the developer shall deliver to the County a list identifying each contractor and subcontractor holding a contract meeting the threshold for CDTFA jobsite registration, including: (a) business name and contact information for the individual most knowledgeable about sales/use tax reporting for the Project; (b) scope of work and confirmation that the contract value meets the threshold stated above; and (c) CDTFA account number and, when issued, a copy of any sub-permit issued specific to the Project jobsite. Developer shall update this

list within 30 days of any change, including the addition of any such contractor or subcontractor.

The developer shall deliver to the County copies of all sales and use tax returns filed with CDTFA by developer, its contractors, and subcontractors that relate to the Project, within 30 days of filing. Returns may be redacted to protect proprietary or competitively sensitive information, provided that redacted returns are accompanied by sufficient supplemental evidence for the County to confirm compliance with this condition.

8. Property Tax Cooperation

Developer shall promptly comply with all applicable property tax reporting requirements and with written requests for assessment information issued by the County Assessor pursuant to applicable law, including information reasonably necessary for the Assessor to determine Excluded Value under Section 10(a)(iii) of the Renewable Energy Development Agreement (REDA).

Without limiting the foregoing, upon written request of the Assessor made pursuant to Revenue and Taxation Code Section 441(d), Developer shall furnish to the Assessor, within thirty (30) days after receipt of such request, (a) a copy of Developer's most recent annual financial statements (audited, if audited financial statements are prepared for Developer), and (b) a copy of each power purchase agreement then in effect for the Project, including any amendments, which the Assessor may request not more than once in any calendar year. Developer shall not refuse or delay compliance with a request for such information under Section 441(d) on the ground that all or any portion of the Project is, or is asserted by Developer to be, eligible for exclusion from assessment or taxation; provided that nothing in this sentence limits the dispute-resolution or reservation-of-rights provisions of this Condition. All information furnished under this Condition shall be provided directly to the Assessor, shall be deemed furnished pursuant to Revenue and Taxation Code Section 441, and shall be held confidential and used solely for assessment purposes in accordance with Revenue and Taxation Code Sections 408 and 451.

Developer's compliance with this Condition shall be determined exclusively under applicable property tax law, and any dispute regarding the scope or timing of a request, the classification or valuation of property, or the applicability of an exclusion, exemption, or other assessment rule shall be resolved through the procedures provided by property tax law, except that any dispute regarding the Excluded Value shall be resolved as provided in Section 10(a)(iii) of the Agreement.

No failure or alleged failure to comply with this Condition shall constitute a default of or under the Agreement (including under Section 19(a)(ii)), a basis for termination of the Agreement or of the REP, or grounds for withholding, suspending, conditioning, or revoking any project land use entitlement. Except as expressly provided in Section 10(a)(iii) of the Agreement, nothing in this Condition constitutes an admission regarding the value, classification, ownership, situs, or taxable status of any property, binds or directs the Assessor in the performance of any statutory duty, or waives any assessment appeal, refund claim, or other remedy available to Developer.

9. Mitigation Land

The owner/developer shall prepare and record deed restrictions on the Kingston View mitigation parcels with Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47 and on that 600 (or more) acres of the 2000-acre Campito Peak Property located immediately south of Kingston View which is selected by owner/developer and CDFW as mitigation land. The deed restrictions shall disallow or have the effect of disallowing, the use of groundwater on these parcels in perpetuity, except for water used for projects related to the mitigation being conducted. The foregoing is to meet the requirements of General Plan Policy WR-3.7.

10. Groundwater Monitoring and Contingency Plan

The owner/developer shall provide a voluntary groundwater monitoring plan (VGMP) that adequately monitors any participating residential well within a half-mile radius of the project production wells during the construction phase. The VGMP shall be prepared by a CA-licensed hydrogeologist. Participation will be voluntary and is not a requirement by the County. Participating wells must have installed and working flow meters. Any well owner participating in the program will be provided with the water level data for their well in real time (if present) and on a monthly, time-weighted average basis, as prescribed in the VGMP, and shall agree to hold the County harmless. The VGMP shall include the following at a minimum:

- Description of measurement equipment to be employed
- Routine monitoring (Daily for the first week, then weekly for week 2-4, then monthly or as determined to be necessary after that for the duration of construction) to capture well data
- Participants will be provided with copies of the weekly and monthly reporting documentation that will also be provided to the County
- A contingency plan with adequate recovery means and methods if water levels in participant wells drop below a threshold as a result of construction water extraction, based on pre-construction trends.

The hydrologist shall provide monitoring reports upon the request of the county during the construction phase. At the conclusion of the VGMP, the owner/developer shall submit a complete monitoring log with data and hydrographs in a summarized conclusion of the results.

Prior to the issuance of building permits, the VGMP shall be provided to the County for review and approval. The VGMP shall be effective during the construction phase in which groundwater is in high usage. Water shall not be used for washing or rinsing panels once the Project is in operation.

11. Transient Housing

No employee housing shall be permitted on the project site. No employee camping shall be permitted on or off the project site.

12. Construction Activities

Construction activities associated with the Project shall be limited to Monday through Friday between the hours of 6:00 a.m. and 7:00 p.m., and Saturday between the hours of 8:00 a.m. and 5:00 p.m. No construction activities shall occur on Sundays or legal holidays.

13. Security

The owner/developer shall provide on-site security during construction and operation, as necessary to prevent trespass, vandalism, and unauthorized access.

14. Traffic Control and Dust Management

The owner/developer shall provide and implement or cause its contractor to provide and implement an approved traffic control plan and dust suppression measures during construction, including implementation of construction best practices for dust control and posted speed limits within the project site and along approved haul routes, prior to the issuance of building permits. Maintenance of Zircon Road from the northern boundary of Tecopa Springs Rd. (aka Old Spanish Trail Highway) to the boundary of developer's project shall be the responsibility of the owner/developer during the life of the project.

15. Old Spanish Trail Highway

Any damage caused by the Bonanza Peak Solar project to Old Spanish Trail Highway during construction and/or the life of the project shall be fixed in accordance with the policies and procedures of the Inyo County Road Department.

16. Lighting

The Project shall be subject to the County's Outdoor Lighting Ordinance Section 18.74 of the ICC and the Avian and Bat Protection Plan approved by the California Department of

Fish and Wildlife and the U.S. Fish and Wildlife Service during construction and for the life of the project.

17. Waste Management Plan

Prior to issuance of grading or building permits, the owner/developer or its contactor shall submit a Construction Waste Management Plan for review and approval by the County Building and Safety Department.

18. Emergency Response Plan

Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit an Emergency Response Plan for review by the County and applicable emergency service providers including, but not necessarily limited to, the Southern Inyo Fire Protection District.

19. Employ and Train Local Labor

Owner/developer shall make good faith efforts to recruit and hire qualified workers from within Inyo County and surrounding communities. Such efforts shall include local job postings, coordination with local workforce development agencies, and outreach to local residents regarding employment opportunities associated with the Project, in compliance with General Plan Policy ED-4.5.

20. Notification of local Native American Tribes

Per ICC, Section 9.52, Disturbance of Archaeological, Paleontological and Historical Features, the owner/developer shall notify a representative from local Native American tribes in the event human remains are uncovered and shall comply with all local, state and federal laws in the event that native artifacts or human remains are found.

21. Project Regions

Building and grading permits shall be applied for and issued for the entirety of the Region under REDA 2026-02 and not for a portion of the Region. If this Agreement terminates and Exhibits C and D survive as a Renewable Energy Permit under Section 5(b), and the use provided by REDA 2026-02 is not commenced within two (2) years of the date of such termination, the Renewable Energy Permit will become void unless the developer timely applies for and obtains an extension. Commencement shall be considered to include the submission of applications for required permits and approvals.

22. Compliance with Plan of Development and Project Description

The development shall conform to the Plan of Development and Project Description relied upon for review under CEQA. This includes, but is not limited to, maintaining total groundwater extraction on/from the Property at or below the quantity described in the Plan

of Development and analyzed in the Addendum. The owner/developer shall monitor all groundwater extraction on the Property and report amounts to the County upon request. Notwithstanding the foregoing, a modification of the boundary between Region I and Region II may be approved by the Planning Department or other County decision maker as authorized by Section 5(d) of REDA 2026-02. Any other modification to the Project as described in the Plan of Development shall be reviewed in accordance with Sections 5(c), 6 and 11 of REDA 2026-02, and subject to environmental review as required by law. Any modification so reviewed and approved shall be deemed authorized and approved pursuant to this condition.

In the event of termination or invalidation of REDA 2026-02 and survival of Exhibits C and D as an REP, the Planning Director shall determine, consistent with Inyo County Code Section 18.81.130(A)(1), whether a proposed modification is in substantial conformance with the Plan of Development. A modification shall be determined to be in substantial conformance, and may be approved by the Planning Director without public notice or hearing, if the Planning Director finds that the modification (i) is minor when considered in light of the Project as a whole; (ii) does not conflict with any mitigation measure or condition of approval applicable to the Project; and (iii) does not constitute an increase in the electric generating or transmission capacity of the facility by ten percent or more per Inyo County Code Section 21.08.050 or any successor provision, provided that total capacity does not exceed the limits set forth in the Inyo County General Plan. Substantially conforming modifications include, without limitation, changes in equipment type, manufacturer or technology, and adjustments to the layout, location or dimensions of arrays, internal roads, fencing, the substation, the operations and maintenance facilities or the generation-tie line within the Project site. The Planning Director shall act on a request for a substantial conformance determination within forty-five (45) days after receipt of a complete request and shall provide the owner/developer with written confirmation of the determination. Any modification that the Planning Director determines is not in substantial conformance with the Plan of Development and Project Description shall be subject to review and action pursuant to the Inyo County Code then in effect, provided that the scope of such review shall be limited to the modification requested and shall not reopen any provisions of the Project's approvals not affected by the modification.

Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Project shall be those shown in the Plan of Development, which are hereby established as the development standards for the Project in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. This condition shall survive the termination or invalidation of REDA 2026-02 and shall continue to apply to the Project for so long as Exhibits C and D remain in effect as an REP.

EXHIBIT E
EXISTING DEVELOPMENT REGULATIONS FOR REGION II DEVELOPMENT

Inyo County General Plan

- Inyo County General Plan (adopted December 2001), all elements and land use maps and diagrams, as amended through the Effective Date, including (but not limited to) the Renewable Energy General Plan Amendment (GPA No. 2013-02, adopted by Resolution No. 2015-26, March 24, 2015) and its SEDA Overlay
- The SEDA Overlay land use diagram and inventory maintained pursuant to the REGPA implementation measures

Inyo County Code

- Title 18 (Zoning)
- Title 21 (Renewable Energy Development), as amended by any ordinance clarifying Section 21.20.020 adopted on or before the Effective Date
- Title 20 (Development Agreements)
- Title 16 (Subdivisions)
- County road and encroachment/improvement standards (Titles 11 and 12, and any Board-adopted road standards resolutions)

COPIES OF THE EXISTING DEVELOPMENT REGULATIONS LISTED ABOVE ARE ON FILE IN THE INYO COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

Bonanza Peak Energy Project

Plan of Development for Inyo County, CA

Updated November 1, 2026

Prepared for:

Bonanza Peak Solar, LLC
Subsidiary to Hanwha Renewables
400 Spectrum Center Drive, Ste. 1400
Irvine, CA 92618

Prepared by:

Stantec Consulting Services, Inc.
621 West Line Street, Suite 204
Bishop, CA 93514

Stantec

Table of Contents

Acronyms / Abbreviations ..... **iv**

1 Overview **6**
1.1 Project Summary 6

2 Purpose and Need for the Project **9**
2.1 Project Area 9
2.2 Existing Conditions 10

3 Public and County Benefits of the Project **15**

4 Construction Schedule **16**

5 Applicable Plans, Policies, and Designations **17**
5.1 Inyo County General Plan and Zoning Code 17
5.1.1 Final Renewable Energy General Plan Amendment 17

6 Authorizations, Permits, Approvals, and Reviews **22**

7 Project Components **23**
7.1 Photovoltaic Modules (PVM) and Arrays 24
7.2 Typical Solar Tracker and Actuator 26
7.3 Tracking Mounting 27
7.4 Power Conversion Stations (PCS) 28
7.5 Electrical Collection and Delivery System 29
7.6 Electrical Substation 30
7.7 Access Roads and Connector Roads 30
7.8 SCADA System and Fiber Optic Communications 30
7.9 Meteorological Station 31
7.10 Water Supply 32
7.11 Operations and Maintenance Facility 32
7.12 Temporary Construction Facilities 33
7.13 Electrical Collection Lines and Switchyard Interconnection 33
7.13.1 Gen-tie Line Access Roads 34

8 Construction **35**
8.1 Preconstruction Activities 35
8.2 Geotechnical Investigations and Testing 35
8.3 Schedule 35
8.4 Work Force 35
8.5 Transportation 36
8.6 Fencing 38
8.7 General Construction Methods 38
8.7.1 Vehicles and Equipment 38
8.7.2 Clearing and Grading 38
8.7.3 Temporary Material Storage, Staging, Laydown Areas 39
8.7.4 Fueling Stations 39
8.7.5 Temporary Construction Water Storage Ponds 39
8.7.6 Access and Connector Roads 39



8.7.7 Facility Foundations 40
8.8 Solar Arrays 40
8.8.1 Electrical Distribution System 41
8.8.2 Substation 41
8.9 Gen-tie Line 42
8.9.1 Vehicles and Equipment 42
8.9.2 Clearing and Grading 42
8.9.3 Temporary Material Storage, Staging, Laydown Areas 42
8.9.4 Gen-tie Line Construction 42
8.10 Water Use During Construction 43
8.11 Testing and Calibration 43
8.12 Postconstruction and Revegetation 43
8.13 Health and Safety Program 44
8.13.1 Site Safety and Security 44
8.13.2 Emergency Response 45
8.13.3 Fire Management and Protection Plan 45
8.13.4 Traffic Management Plan 46
8.13.5 Grounding 46

9 Operation, Monitoring, and Maintenance 47
9.1 Work Force 47
9.2 Operation and Maintenance Activities 47
9.3 Products Used for Monitoring and Maintenance 47
9.4 Site Security 48
9.5 Lighting Plan 49
9.6 Gen-tie Line 49
9.7 Operational Water Needs 49

10 Decommissioning 50
10.1 Facility Decommissioning 50
10.2 Gen-tie Line Decommissioning 50

11 References 52

List of Tables

Table 2-1. Designated Roads within the Project Area 14
Table 5-1. Renewable Energy General Plan Amendment Applicable Policies 18
Table 6-1. Summary of Permits and Approvals for Project Construction 22
Table 8-1. Vehicles and Equipment Used for Project Construction 37
Table 8-2. Vehicles and Equipment Used for Gen-tie Line Construction 42

List of Figures

Figure 1-1. Vicinity Map 8
Figure 7-1. Site Layout 25
Figure 7-2. Solar Tracker and Actuator 26
Figure 7-3. PV Module Tracking 27
Figure 7-4. Tracking Mounts and Installation 27
Figure 7-5. Tracking Mounts and Installation 27
Figure 7-6. Typical Inverter Station 29

Figure 7-7. Typical SCADA System 31
Figure 7-8. MET Station (Photo: Nor-Cal Controls 2024) 32
Figure 8-1. Electrical Collection System Trench Design 41

List of Photos

Photo 2-1. Evidence of vehicle tracks in open area on Project Area 11
Photo 2-2. Topography flat area on Project Area with mountains in background as reference 12
Photo 2-3. Evidence of human disturbance on Project Area 12
Photo 2-4. Potential drainage feature on Project Area 13
Photo 2-5. Dominant vegetation community on the Project Area - Creosote bush scrub 13

Acronyms / Abbreviations

AC	alternating current
ADA	Americans with Disabilities Act
AF	acre feet
AHJ	Authority Having Jurisdiction
APLIC	Avian Power Line Interaction Committee
BLM	Bureau of Land Management
BMPs	best management practices
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
DC	direct current
ESA	Endangered Species Act
FAA	Federal Aviation Administration
gen-tie	generation tie-in line
HVAC	Heating, Ventilation, and Air Conditioning
ICAO	International Civil Aviation Organization
ISO	International Organization for Standardization
ITP	Incidental Take Permit
kV	kilovolt
LSAA	Lake and Streambed Alteration Agreement
MET	Meteorological
MW	megawatts
MWac	megawatts alternating current
NERC	North American Electric Reliability Corporation
NESC	National Electric Safety Code
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and maintenance
OSR	Open Space and Recreation
PCB	polychlorinated biphenyl
PCS	Power Conversion Stations
POD	Plan of Development
PV	photovoltaic
PVMs	PV modules
REDA	Renewable Energy Development Agreement
REGPA	Renewable Energy General Plan Amendment
ROW	Rights-Of-Way
RWQCB	Regional Water Quality Control Board



SCADA	Supervisory Control and Data Acquisition
SEDA	Solar Energy Development Area
SHPO	State Historic Preservation Office
SPCC	Spill Prevention, Control, and Countermeasure
SWPPP	Stormwater Pollution Prevention Plan
UPS	uninterruptible power supplies
USFWS	US Fish and Wildlife Service



1 Overview

1.1 Project Summary

Bonanza Peak Solar, LLC, a wholly owned subsidiary of Hanwha Renewables, LLC, which is a wholly owned subsidiary of Hanwha Energy USA Holdings Corp. (Applicant) requests a Renewable Energy Development Agreement (REDA) from Inyo County, California to construct, own, operate, and maintain a utility scale solar photovoltaic (PV) energy generating facility on private lands. The requested term for the REDA is 50 years to allow for 1.5 years of construction and 48.5 years of operations.

The Project would be located in the Charleston View Solar Energy Development Area (SEDA) in southeastern Inyo County, adjacent to the Nevada state line just north of Old Spanish Trail Highway (**Figure 1-1**).

The solar generation facility, including the PV arrays, substation, and other electrical equipment, would be within a 3,382-acre Project Area with a Developable Area of no greater than 2,400 acres, as dictated by the Inyo County Renewable Energy General Plan Amendment (REGPA; Inyo County 2015; **Figure 1-1**). The Project has a planned net generating capacity of up to 500 megawatts (MW) alternating current (MWac) and will be built as one or more phases.

An approximately 9-mile long 230 kilovolt (kV) generation tie-in line (gen-tie line) would be located on lands managed by the Bureau of Land Management (BLM) in Nye and Clark Counties, Nevada (**Figure 1-1**). The Project would connect to the existing Gridliance 230 kV transmission line at the Trout Canyon substation.

The Project would include the following primary components in Inyo County:

- Main solar energy generation area, which includes the solar arrays.
- Power conversion systems including inverters and medium voltage transformers
- Medium voltage underground electrical collection system from the Power Conversion Stations (PCS) to the input of the main power transformer that will be located at the substation facility.
- High voltage substation
- Gen-tie line
- Operation and maintenance (O&M) facilities.
- Power plant control and monitoring system and communications networks.
- Site security and fencing.
- Interior access roads.
- Sediment (stormwater basins)

The gen-tie line would extend from the Project substation to the Trout Canyon substation in Clark County, Nevada. Approximately 0.4 miles of the gen-tie line would be in Inyo County and approximately 8.5-miles would be in Nevada. The transmission structures would be approximately 120 to 170 feet high. When



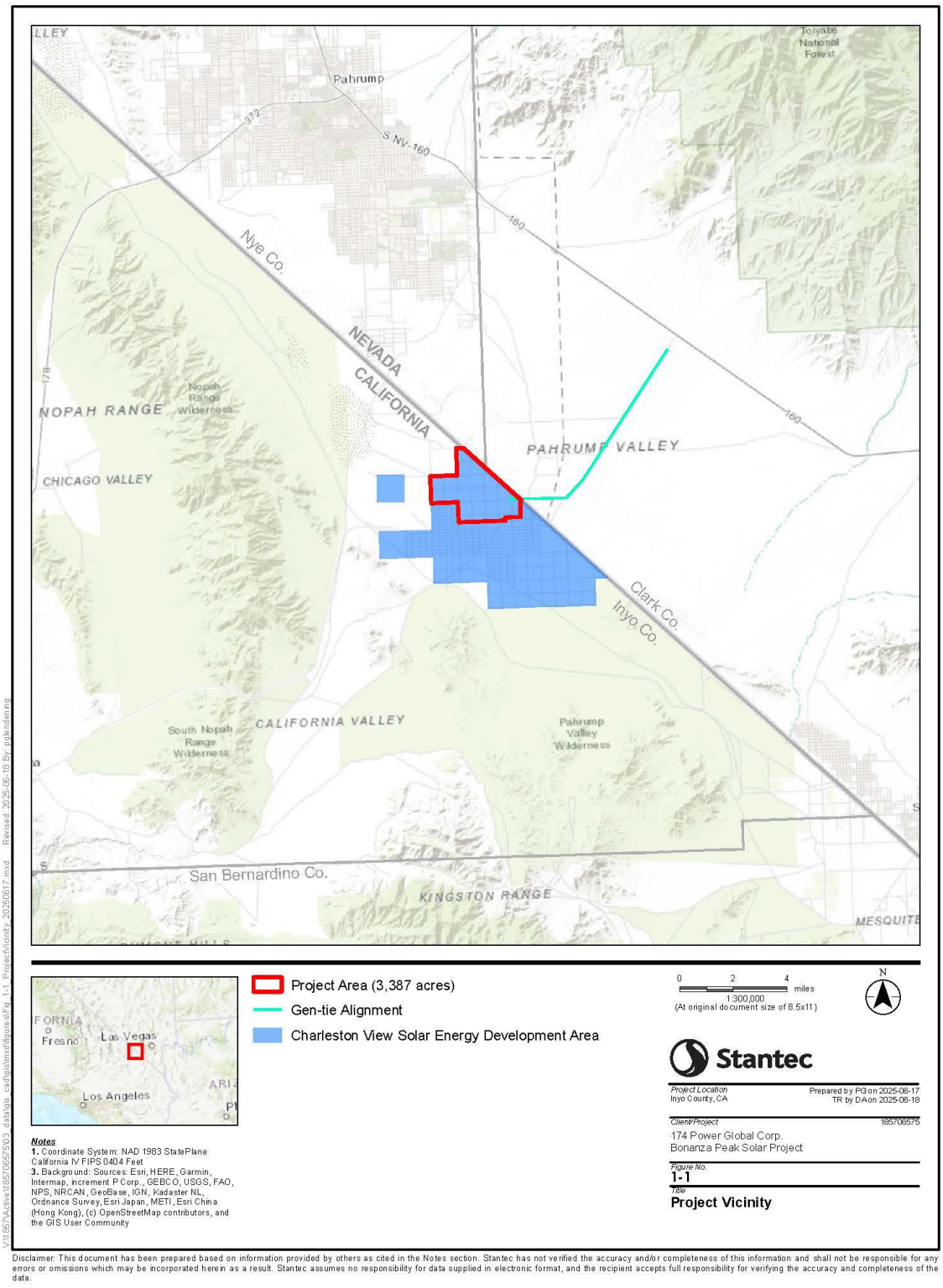
fully operational, the Project would have the capacity to convert solar energy to up to 500 MWac of electricity, producing no air pollutant emissions and using minimal water during normal O&M.[1] The Project would employ best management practices (BMPs, standardized practices to avoid or minimize adverse effects) throughout all phases of Project design, construction, testing, O&M, and decommissioning. The Applicant's advanced PV technology and efficient, environmentally sensitive site layout would maximize renewable energy generation potential, while minimizing impacts to the Project Area and surrounding environment. Key attributes of the Project, to be built in one or more phases, include:

- Direct conversion of sunlight to electricity without the use of water in the power generation process (i.e., no need for cooling water or water to generate steam) and no generation of emissions.
- Up to 500 MWac of electrical power generated from a renewable source and producing no air pollutant emissions, with low ambient noise levels during power generation.

This Plan of Development (POD) describes the site, regulations, facilities, and associated activities associated with the portion of the Project in Inyo County.

[1] In the event that back-up power is required, generators may be used which would produce a negligible quantity of air pollutant emissions.

***Figure 1-1**. Vicinity Map*



2 Purpose and Need for the Project

The Project would provide solar-generated electricity from a site in California to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting renewable energy resource in the region. The Project would help serve the increase in demand for clean, low carbon electric power, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

Recent national and regional forecasts project an increase in consumption of electrical energy continuing into the foreseeable future. Renewable energy, including solar PV generation, is expected to provide a large component of the diverse electrical supply in the future. Several western states have adopted renewable energy requirements or goals, and various national, regional, and state policies have been enacted to encourage and provide incentives for development of solar and other renewable energy projects. Continued increased consumption of electricity requires development of new generation facilities to satisfy demand.

Congress enacted the Inflation Reduction Act in 2022, which is a landmark federal law which aims to curb inflation by, among other activities, investing in domestic energy production while promoting clean energy. At least 29 states, plus Washington DC and 3 territories, have passed some type of renewable energy portfolio standards, including California which aims to have 60 percent renewable energy by 2030 and 100 percent by 2045.

2.1 Project Area

The Project would be located in southeastern Inyo County, with the proposed transmission tie-in connecting the Project to the utility grid point of interconnection via a gen-tie line that extends from the Project to the immediately adjacent Inyo County, California/Nye County, Nevada border and then to the Trout Canyon substation in Clark County, Nevada. The Old Spanish Trail Highway (Tecopa Road in Nevada) is located approximately 0.25 mile south of the Project Area boundary. From Tecopa Road, S Mcr928200 Road connects to Nevada State Route 16 in Nevada, on the eastern side of the Project Area, where the proposed transmission tie-in would be. A portion of the transmission tie-in is also located along Tecopa Road, terminating at the Yellow Pine Energy Center, approximately 0.6 mile from the intersection with the Pahrump Valley Highway (Nevada State Route 160).

The closest localities or towns to the Project Area include Charleston View, California 1 mile to the south; Tecopa, California, 26 miles to the west; Pahrump, Nevada, 25 miles to the north; and Mountain Springs, Nevada, 25 miles to the east. The nearest large city to the Project Area is Las Vegas, Nevada, 57 miles to the east.



The legal description of the Project Area is as follows:

Solar Facility (Private Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 10 East, Sections 8, 9, 15, 16, 17, 20, 21, 22*, 23*, 26, 27, 28.

*Indicates section of solar facility site also crossed by gen-tie line.

For reference:

Transmission Tie-in Line (BLM-administered Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 54 East, Sections 35, 36,

Range 55 East, Sections 2, 3, 10, 15, 16, 20, 21, 29, 31, 32.

2.2 Existing Conditions

The Project would be located on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley. Elevations range from 2,560 feet to 2,660 feet above sea level. It is within the Basin and Range Geomorphic Province, characterized by interior drainage to lakes and playas, with horst and graben topography (i.e., basins and ranges).

On a broad scale, vegetation within the Project Area is predominantly *Larrea tridentata – Ambrosia Dumosa* shrubland alliance (creosote bush–white bursage scrub) on the eastern third and a mixture *Atriplex confertifolia* shrubland alliance (shadscale scrub) and *Atriplex polycarpa* shrubland alliance (allscale scrub) on the western two-thirds. The western two-thirds of the Project Area is also interspersed with areas of low vegetative cover dominated by noxious weeds such as cheatgrass (*Bromus tectorum*) and saltlover (*Halogeton glomeratus*).

The Project Area is located on private land currently designated by Inyo County as Open Space greater than 40 acres in size (OS-40). The OS-40 designation provides sites for open space and compatible uses. Commercial renewable energy facilities are an allowable use within the OS-40 land use zoning district (Inyo County 2002).



A small amount of commercial and residential zoning is present directly south of the Project Area in Charleston View. An existing solar facility (Yellow Pine Energy Center) is located east of the Project Area in Nevada at the proposed transmission tie-in location. Existing development and disturbed areas within the Project Area include dirt roads and abandoned buildings.

The following photos, taken in May 2024, reflect the existing condition of the Project Area:



Photo 2-1. *Evidence of vehicle tracks in open area on Project Area*



Photo 2-2. *Topography flat area on Project Area with mountains in background as reference*



Photo 2-3. *Evidence of human disturbance on Project Area*



Photo 2-4. *Potential drainage feature on Project Area*



Photo 2-5. *Dominant vegetation community on the Project Area - Creosote bush scrub*

Table 2-1 details designated roadways within the proposed Project Area. These roads are private and not under the jurisdiction of the State, County, or other local jurisdiction.

Table 2-1. *Designated Roads within the Project Area*

Name of Roadway	Existing Road Width (in feet)
Turtle Rock Way	40
Avenue “D”	40
Quartz Street	40
Roserwin Lane	40
Gold Street	40
Topaz Street	40
Zircon Street	40



3 Public and County Benefits of the Project

The goal of the Project is to provide solar-generated electricity from a site in Inyo County to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting, domestic, renewable energy resource in the region. The Project would help serve the increase in demand for clean, de-carbonized energy, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

In addition to providing a new source of clean energy, the Project pursuant to Inyo County's 2015 REGPA must provide local community benefits. This could take many forms that would include land and financial support for a new Southern Inyo Fire Protection District facility in Charleston View and financial support for an Environmental Impact Report to evaluate the Draft Community Plan for Charleston View. During the O&M period, the Project would employ a small workforce. Local qualified people will be given the opportunity for these jobs.



4 Construction Schedule

Construction would begin in the second quarter of 2027. The Project may be built in one or more phases within an approximately 18-month construction period.

5 Applicable Plans, Policies, and Designations

5.1 Inyo County General Plan and Zoning Code

The Project is located in Inyo County, and therefore, development would be subject to the County's 2002 General Plan, as amended, and Inyo County zoning code. The Project is designated as Open Space and Recreation (OSR) by the Inyo County General Plan and zoned OS-40 (Inyo County 2002).

OS-40 zoning designation does not define a solar facility as permitted or conditional use. However, Title 21, Renewable Energy Ordinance, of the Inyo County Municipal Code, governs solar facilities throughout Inyo County and provides requirements and development guidance for solar facilities. Specifically, Section 21.04.030 of the Inyo County Municipal Code states that the main purpose of the Renewable Energy Ordinance is to:

> "support, encourage and facilitate the responsible utilization of its solar and wind resources for the generation and transmission of clean, renewable electric energy, the county encourages potential developers of such resources to work with the county and to enter into a mutually agreeable renewable energy development agreement in lieu of applying for the issuance of a renewable energy impact determination or a renewable energy permit."

The Renewable Energy Ordinance requires applicants for a solar facility to apply for and obtain a Renewable Energy Permit or a Renewable Energy Development Agreement (REDA) from the county, so long as the facility is not specifically exempt from such requirements by state or federal law, or if any existing REDA is already in place with the county for the facility (Inyo County Municipal Code Section 21.16.010, and 21.16.030). Based on communications between the Applicant and Inyo County Planning Department, a REDA will be required.

5.1.1 Final Renewable Energy General Plan Amendment

In March of 2015, the final REGPA was adopted (Inyo County 2015). This final REGPA included relevant information for solar development projects within Inyo County including new general plan policies, land use definitions, land use implementation measures, and SEDA maps. The Project Area is within the Charleston View SEDA. Additionally, the Project meets the definition of a 'renewable energy solar facility' which is defined in the REGPA as:

> "Any electric transmission line or photovoltaic (PV) power plant to be constructed in Inyo County. A renewable energy solar facility does not include small scale renewable energy solar facilities or a pilot or proof of a concept power plant (Inyo County 2015)."

The Project further meets the definition of a "utility scale renewable energy solar facility (more than 20 megawatts [MW])" which is defined in the REGPA as:



> "A renewable energy solar facility that produces more than 20 megawatts (MW) of electricity for off-site use, consumption and/or sale, including all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures (Inyo County 2015)."

Transmission lines may be constructed within or outside of the SEDA, per Land Use Policy LU-1.17 (see **Table 5-1** for further details):

> "Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA."

Table 5-1 below includes polices from the REGPA that are applicable to the Project.

Table 5-1. *Renewable Energy General Plan Amendment Applicable Policies*

Policy Number	Policy Description
GOV-2.4	The County shall require that renewable energy solar facility developers notify local residents and/or landowners by direct mailings or other appropriate means announcing projects at the time an application is submitted.
LU-1.17	Utility Scale (more than 20 MW) and Commercial Scale Renewable Energy Solar Facilities (20 MW or less). The County shall consider utility scale and commercial scale renewable energy solar facilities within SEDA overlays or outside of SEDAs if the facility is proposed to be located over or along the Los Angeles Aqueduct. Within SEDAs or over or along the Los Angeles Aqueduct, the County may consider utility scale and commercial scale renewable energy solar facilities within any zoning district under Title 18 of the ICC and pursuant to ICC Title 21. Based on site-specific studies and appropriate environmental review, the County may process utility scale and commercial scale renewable energy solar facilities within the SEDA, or over and along the Los Angeles Aqueduct, pursuant to ICC Title 21. Potential social, economic, visual and environmental impacts from utility scale and commercial scale renewable energy solar facilities must be avoided, minimized, or mitigated to an acceptable level. Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA. Development standards, including minimum parcel size, may be specified in a Renewable Energy Permit or Renewable Energy Development Agreement in lieu of the standards specified herein, as permitted by ICC Title 21.
LU-1.20	The County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group (i.e., defined collection of SEDAs).
LU-1.21	The County does not support renewable energy solar development projects other than those that use PV technologies.
ED-4.4	Offset the Cost to the County for Service Provision. Renewable energy solar facility development shall be required to provide the means to offset the costs to the County, including but not limited to, the cost of infrastructure improvements and County services, and lost economic development potential. Economic impacts from renewable energy solar facility development identified by the County shall be mitigated or offset.

Policy Number	Policy Description
ED-4.5	Employ and Train Local Labor. The County shall encourage renewable energy solar facility developers to employ the local labor force, during development and for long-term facility maintenance and provide educational and training opportunities, as practicable.
ED-4.6	Compensation to Local Communities. The County shall encourage renewable solar energy developers to provide compensation in the form of reduced rates for communities impacted by development.
ED-4.7	Provide Transient Housing. The County shall encourage renewable solar energy developers to help provide transient housing during the construction of solar energy facilities to minimize impacts to tourist accommodations.
AG-1.3	Conversion of Agricultural Land. Discourage conversions of productive agricultural lands for urban development and encourage avoidance of the use of productive agricultural lands for renewable energy solar facility development.
CUL-1.6	Protect Cultural Resources. The County shall require renewable energy solar facility developers recognize the Old Spanish Trail as a cultural resource and ensure that it and its immediate surroundings in the Charleston View SEDA are preserved and protected.
MER-2	Avoid, Minimize, Mitigate. Ensure that renewable energy solar facility development is conducted appropriately to avoid, minimize, or mitigate the impacts from such development on the social, economic, visual, and environmental resources of the County.
MER-2.2	Solar Energy Development Areas (SEDA). The County shall maintain a Land Use Diagram of areas where utility scale and commercial scale solar facilities may be appropriate (SEDA Map).
MER-2.3	SEDA Land Inventory. As illustrated, the total acreage that may be developed for utility and commercial scale renewable energy solar facilities within each SEDA is capped; and the amount of megawatts that may be generated within each Solar Energy Group is capped (small scale and community scale solar energy facilities are excluded from the caps).



<table>
<tr><th>Policy Number</th><th>Policy Description</th></tr>
<tr><td></td><td>Total Allowable Developable Acreage per Solar Energy Development Area and Total Allowed Megawatt Development per Solar Energy Group:
<table>
<tr><th>Solar Energy Group</th><th>Solar Energy Development Area</th><th>Total Allowable Capacity (MW)</th><th>Total Allowable Developable Area (acres)</th></tr>
<tr><td rowspan="6">Western*</td><td>Laws</td><td></td><td>120</td></tr>
<tr><td>Owens Lake</td><td></td><td>1,500</td></tr>
<tr><td>Rose Valley</td><td></td><td>600</td></tr>
<tr><td>Pearsonville</td><td></td><td>600</td></tr>
<tr><td>Owens Valley Study Area</td><td></td><td>1,500</td></tr>
<tr><td>Western Solar Energy Group Total</td><td>250</td><td>1,500</td></tr>
<tr><td rowspan="2">Southern</td><td>Trona</td><td></td><td>600</td></tr>
<tr><td>Southern Solar Energy Group Total</td><td>100</td><td>600</td></tr>
<tr><td rowspan="3">Eastern</td><td>Charleston View</td><td></td><td>2,400</td></tr>
<tr><td>Sandy Valley</td><td></td><td>600</td></tr>
<tr><td>Eastern Solar Energy Group Total</td><td>500</td><td>3,000</td></tr>
<tr><td colspan="4">MW = megawatts
*The Western Solar Energy Group includes four Solar Energy Development Areas (SEDAs) – Laws, Owens Lake, Rose Valley, and Pearsonville – and the Owens Valley Study Area which is not a SEDA. The Owens Valley Study Area has been identified for potential development equaling the total allowable capacity for the Western Solar Energy Group. The SEDAs or Owens Valley, or a combination may be developed to not exceed the total allowable capacity of 250 megawatts based on transmission availability or 1,500-acres.</td></tr>
</table></td></tr>
<tr><td>MER-2.6</td><td>Avoid, Minimize, or Mitigate Impacts. The County shall work with renewable energy solar developers and other agencies to avoid, minimize, or mitigate impacts to the social, economic, visual, and environmental resources of the County from renewable energy solar facility development.</td></tr>
<tr><td>MER-2.7</td><td>Dust Control. The County shall work with renewable energy solar developers to ensure that dust creation during the construction and operations of a renewable energy solar facility are avoided to the extent practicable.</td></tr>
<tr><td>MER-2.8</td><td>Reclamation Planning. The County shall work with renewable energy solar facility developers to provide and implement a reclamation plan to return the site of each project to pre-project conditions or another appropriate state (i.e., native, reuse, etc.). The reclamation plan shall include financial assurances, such as bonding, for the cost of decommissioning, reclaiming and re-vegetating (if required) each renewable energy solar facility including removal of all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.</td></tr>
<tr><td>WR-3.5</td><td>Sustainable Renewable Energy Solar Development. The County shall require renewable energy solar facility development to incorporate measures to minimize water consumption and use of potable water and encourage the use of reclaimed water and/or practices that do not require water during construction, the life of the facility, and during reclamation.</td></tr>
<tr><td>WR-3.6</td><td>Sustainable Water Practices. Renewable energy solar facility development proposed in the Laws and Sandy Valley SEDAs shall be required to show that the proposed project will be water sustainable.</td></tr>
</table>

Policy Number	Policy Description
WR-3.7	Charleston View. Projects proposed in Charleston View shall be water sustainable and shall require project applicants to purchase and retire water rights along the same flow path for the water that will be used for the project (construction and maintenance) at a minimum of a 1 to 1 ratio.
VIS-1.8	Renewable Energy Solar Development, Light and Glare, Night Skies. The County shall encourage siting, orientation and screening to avoid, minimize or mitigate significant changes to the visual environment from renewable energy solar facility development during construction and operations including avoiding or minimizing light and glare, and impacts inconsistent with Death Valley National Park's International Night Skies designation.
VIS-1.10:	Old Spanish Trail Highway. Provide for setbacks, siting, orientation, screening and buffers, on a project by project basis, to avoid impacts to views of the Old Spanish Trial Highway located in the Charleston View SEDA.

Source: Inyo County 2015

The Project Developable Area includes all equipment and accessory structures related to the solar facility, including the solar arrays, mounting posts, a substation, electrical infrastructure, a portion of the gen-tie, an O&M building, and accessory structures. To meet the requirements of the REGPA and the Charleston View SEDA (**Table 5-1,** MER 2.3), the Project Developable Area will be no greater than 2,400 acres with a maximum capacity of 500 MW. To date, there are no other renewable energy projects developed or proposed within this SEDA or the Eastern Solar Energy Group.



6 Authorizations, Permits, Approvals, and Reviews

This section summarizes the permits and reviews required for the Project. This includes consultations, applications, and approvals that may be requested for the Project at Federal, State, and local levels.

Table 6-1 summarizes permits and approvals that may be required for Project construction for the portion of the Project in Inyo County. The information in the table is preliminary, informed by the current scope, design, schedule, and construction plan for the Project.

Table 6-1. *Summary of Permits and Approvals for Project Construction*

Name of Permit or Approval	Regulation	Agency
Federal		
Section 106 Consultation	National Historic Preservation Act, Section 106	California State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP), as applicable
Endangered Species Act (ESA) Section 10 Consultation under the General Conservation Plan for the Desert Tortoise of California	ESA Section 10	US Fish and Wildlife Service (USFWS)
State		
Section 401 Water Quality Certification	Clean Water Act Section 401	Regional Water Quality Control Board (RWQCB)
National Pollutant Discharge Elimination System (NPDES) Construction General Permit	Code of Federal Regulations (CFR) Title 40, Part 122	RWQCB
Lake and Streambed Alteration Agreement (LSAA)	California Fish and Game Code Section 1600	California Department of Fish and Wildlife (CDFW)
Incidental Take Permit (ITP)	California Endangered Species Act (CESA) Section 2081 for ITP or Section 2080.1 for Consistency Determination	CDFW
Local		
Inyo County Land Use and Development Authorization Renewable Energy Development Agreement (REDA)	California Environmental Quality Act (CEQA)	Inyo County
Authority to Construct and Permit to Operate	GBUAPCD Rule 200	Great Basin Unified Air Pollution Control District
Well and Septic Permits	Inyo County Code Title 7	Inyo County Environmental Health Department
Building and Grading Permits	Inyo County Code Title 14	Inyo County Building and Safety Department



7 Project Components

A general site layout is provided as **Figure 7-1.**

- Solar energy is converted from photon energy to direct current (DC) electrical energy via the semi-conductor material in the PV cells that are the heart of any PV system.
- The PV modules (PVMs) are mounted on rows of metal racking systems, which automatically rotate the modules to track the path of the sun from sunrise to sunset each day. The Project would use these tracking support systems as it improves the energy output and requires fewer modules compared to fixed racking systems, and therefore less impact to the site, to provide an increased amount of contracted energy to the utility.
- The racking system is supported from the ground by approximately 4-inch diameter steel posts, which are driven into the existing soils to a depth of approximately 8 feet by means of a hydraulically driven pile hammer. The steel post diameter and depth are subject to change per the final Project design. After construction, the disturbance to the soils is limited to the cross-sectional area of these standard steel posts.
- The groups of PVM rows, along with the associated electrical cable connections equipment, comprise the Project PV arrays.
- The PV arrays are connected to the inverter stations, which convert the renewable direct current (DC) energy into alternating current (AC) electricity. The inverters are connected to medium voltage transformer units (one for each inverter station), to step up the voltage output from the inverter to a level and configuration that is compatible with the input voltage of the main power transformer.
- The output from each of these medium voltage transformers is gathered via underground wiring (the electrical collection system), combined in electrical switchgear equipment, and connected to the main power transformer located at the Project substation.
- The main power transformer steps up the medium voltage to a level and configuration that is compatible with the grid voltage (i.e. interconnection voltage). The electrical energy output from main power transformer is transmitted to the delivery point through an overhead transmission line (Gen-tie), which interconnects the system via a switchyard to the existing electrical grid.
- Measurement, monitoring, safety, and control of the electrical operation is conducted by a Supervisory Control and Data Acquisition (SCADA) system. This system of energy measurement devices, weather monitoring, industrial computers, network communications, and equipment interfaces allows system operators to safely operate the electrical generation facility and to monitor, optimize, and control the system for the most efficient operation possible.
- The Project arrays would be secured from the general public by perimeter fencing and locked gates designed for emergency vehicle access. Perimeter fences and gates are typically 6 or 7 feet high with or without barbed wire as agreed with the Authority Having Jurisdiction (AHJ) and in accordance with insurance underwriter requirements.
- Electrical substation and high voltage infrastructure would be protected and secured in accordance with the National Electric Safety Code (NESC) to prevent unauthorized personnel from gaining access to energized equipment.



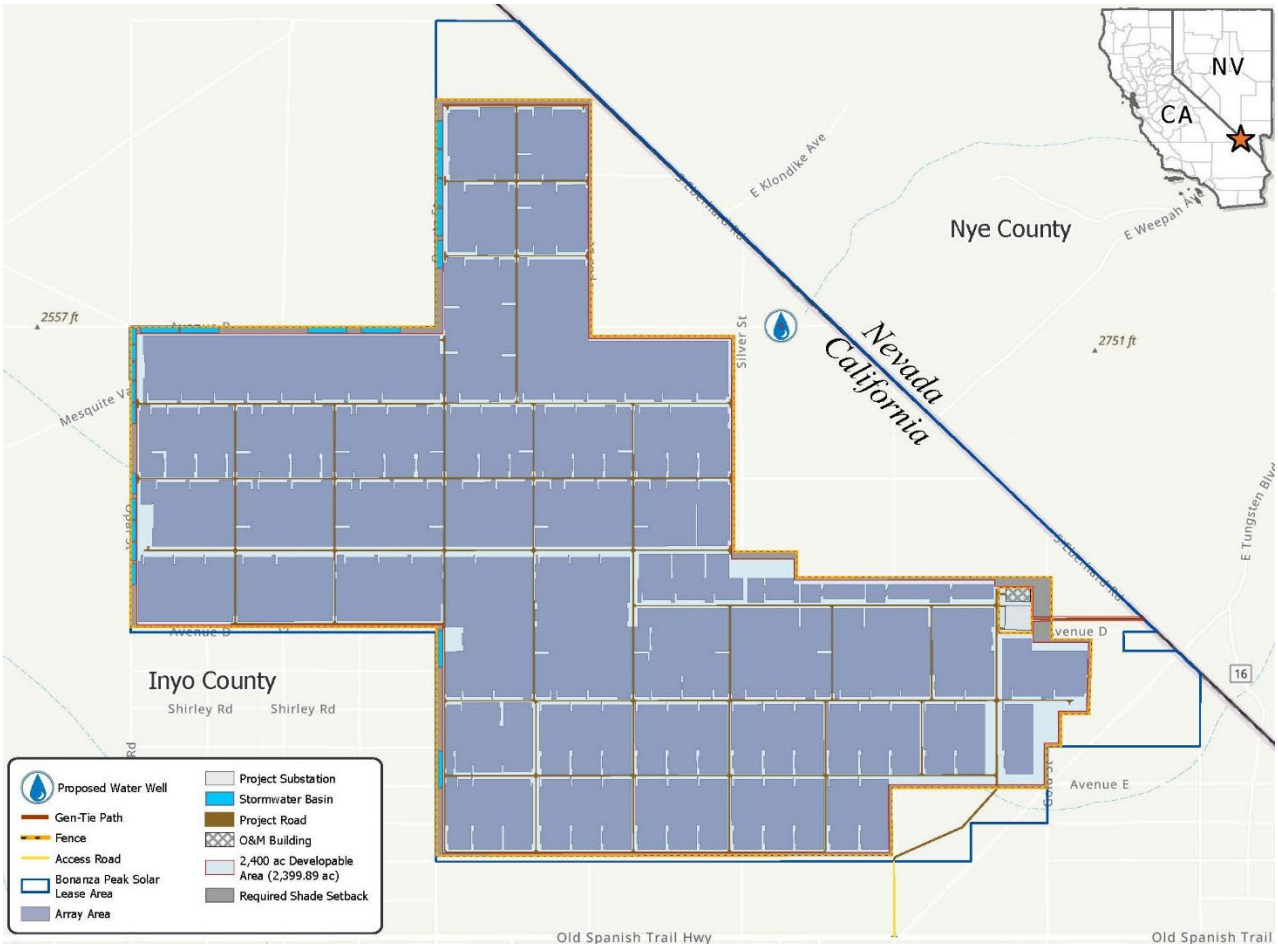
- Within each Project array, gravel service roads would provide access for O&M, and for emergency response vehicles in case of medical or other incidents at the site. These roads would be used for construction of the Project.
- O&M facilities typically comprise an O&M building for site personnel and shipping containers and/or shade structures for storage of spare parts and materials. The O&M building is equipped with lighting and Heating, Ventilation, and Air Conditioning (HVAC) services to provide a comfortable working environment and suitable conditions for SCADA equipment and computers. This facility may have workstations for technicians while on the Project Area. Storage facilities (for spare PV modules, electrical and electronic components, and other supplies) may have interior lighting and ventilation but are typically not environmentally controlled.

7.1 Photovoltaic Modules (PVM) and Arrays

The Project would utilize bifacial solar modules; a sufficient quantity of solar modules would be installed for a total potential capacity of approximately 500 MW ac power. PV modules are shipped in International Organization for Standardization (ISO) containers to the Project site by ship, train, and truck.



Figure 7-1. *Site Layout*



7.2 Typical Solar Tracker and Actuator

The solar tracker racking and actuators work to maintain PVM angle toward the sun (**Figure 7-2**). These devices change the orientation of the arrays throughout the day to follow the sun's path to maximize energy production. The solar trackers would rotate on one axis moving from east to west each day and returning to a stow position each night. In case of high winds, the control system automatically moves the modules to the stow position to minimize wind loads on the racking and support system. The solar trackers would be powered by motors and would be directed by an actuator that responds to the sun's direction. The use of solar trackers would increase electricity production by between 15 and 20 percent as compared with modules at a fixed angle. An example of a solar tracker on a PVM array is shown on **Figure 7-3**.

Figure 7-2. *Solar Tracker and Actuator*



Figure 7-3. *PV Module Tracking*



7.3 Tracking Mounting

The PVMs would be mounted onto corrosion resistant metal tracking structures which are anchored into the ground via steel posts of standard industry shapes and design. Posts would be driven to the depth required by structural loads and geotechnical conditions, using a vibratory ram or other specialized equipment. The array layout would be arranged in a linear pattern (**Figure 7-4** and **Figure 7-5**) as allowed by shading, topography, and other environmental constraints.

Figure 7-4. *Tracking Mounts and Installation*



Figure 7-5. *Tracking Mounts and Installation*



7.4 Power Conversion Stations (PCS)

PCS comprise inverters, step-up transformers, and ancillary electrical protection and control equipment (**Figure 7-6**). PCS convert DC electricity produced by PVMs to medium voltage alternating current (AC) electricity, typically 34.5 kV. PCS may be prefabricated off-site on metal or concrete skids (platforms), along with the associated electrical panels, enclosures, and other equipment necessary for correct operation (**Figure 7-6**). These PCS are typically delivered on flatbed trucks and set by a crane on foundation piers or alternatively may be assembled on concrete pads within the Developable Area.

Figure 7-6. *Typical Inverter Station*



7.5 Electrical Collection and Delivery System

Each PCS would transform the power generated by each inverter unit to medium voltage that is compatible with main power transformer voltage input. Transformers may be dry type, or liquid dielectric, PCB-free (polychlorinated biphenyl). The dielectric fluid would be either natural ester (derived from renewable vegetable oils), synthetic ester, or mineral oil. These fluids are generally accepted as non-hazardous to the environment and do not require secondary containment.

Each PCS would be connected via electrical switchgear to an electrical collection system, which would deliver the energy to combining switchgear. The collection system would be installed in accordance with the NESC, with underground cables run in trenches. Fiber optic communications networks would also run underground, generally in the same trenches as the electrical collection system.

7.6 Electrical Substation

The Project is planned to step up the collection system voltage to the interconnection system voltage through a Project substation. The substation would be within the Developable Area and the fence line. Substation equipment would include main power transformers, circuit breakers, metal-enclosed or open-air switchgear, disconnect switches, bus bars, safety grounding and lightning protection system, and a transition structure to the overhead gen-tie that would connect to the Trout Canyon substation and associated transmission line. Substation structures would be approximately 150 - 170 feet per NESC requirements for system voltages of 35 to 500 kV and local authority requirements. The Project substation would be fenced and secured in accordance with North American Electric Reliability Corporation (NERC), NESC, and AHJ requirements.

7.7 Access Roads and Connector Roads

Primary construction traffic to the Project would originate from Nevada Route 160 to Tecopa Road/Old Spanish Trail Highway, then turn north onto Zircon Street for approximately 0.25 mile before entering the Project Area. This portion of Zircon Street for construction access requires a 26-foot travel width with 2-foot shoulders and a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. Operational period traffic would also utilize Nevada Route 160 and Tecopa Road, but during operations, one of two potential access points would be used; Option #1 would be off of Tecopa Road and Gold Street and Option #2 would be off of Tecopa Road and Zircon Street. Existing public roads would remain open to the public during construction.

New service roads would be constructed within the Developable Area along electrical collector line corridors to support Project construction and operation. The number and length of roads would be minimized to the extent possible to reduce surface disturbance. Such maintenance roads would have a permanent travel width of 16 feet and 2-foot shoulders with a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. These service roads would be used during construction to facilitate delivery of components, installation, and wiring, and for scheduled and unscheduled (repairs) maintenance access during operations. All public roads outside of the fence would remain publicly accessible, but fencing would be placed along the public roads to prevent unauthorized access to the facility.

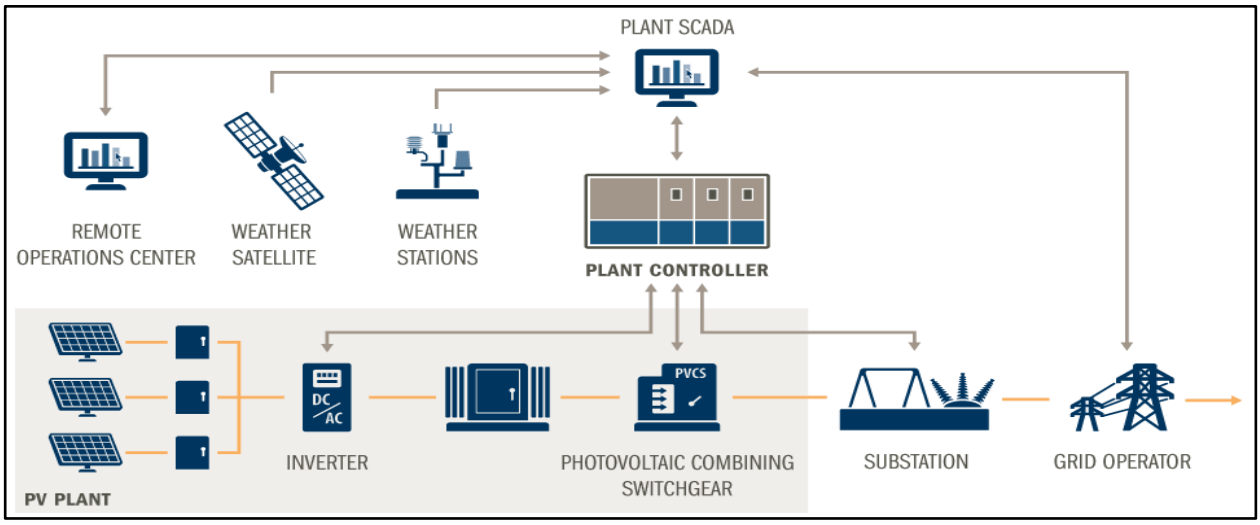
7.8 SCADA System and Fiber Optic Communications

The Project would include a SCADA system to collect operating and performance data from the Project and to provide for remote operation of the facility. The PVMs, PCSs, meteorological (MET) stations, etc. would be linked to a central computer in the O&M facility building and to remote operations center by a fiber optic network (onsite) and cellular, telephone, microwave, or satellite communications (off-site) via a lattice construction microwave tower located near the O&M building. The fiber optic cables used for SCADA communication would be buried with the electrical distribution system in a trench carrying the electrical collection lines to the O&M building.



The SCADA system would interface with the local utility grid operations to allow the utility to monitor plant operations and to disable Project output in case of safety or grid-operation requirements. A system architecture diagram of a typical SCADA system is provided in **Figure 7-7**.

Figure 7-7. *Typical SCADA System*



7.9 Meteorological Station

MET stations would be installed at the Project at various locations. The MET stations instruments are typically mounted on a 10- to 15-foot high approximately, tubular steel tower with guy wires, and a small concrete foundation as depicted in **Figure 7-8**. The MET stations would be located in the interior of the Project PV arrays to accurately measure conditions within the solar arrays and connected to the SCADA system to collect data for analysis and system monitoring.

Figure 7-8. *MET Station (Photo: Nor-Cal Controls 2024)*



7.10 Water Supply

Water for construction and operations will be sourced from one or more existing private groundwater wells and/or a new well permitted by Inyo County within the Applicant's lease. Water rights adequate to support the annual water requirements for construction (Section 8.10) and operations (Section 9.7) are held by the Applicant through agreement with the landowner. The identification of Project water supply wells will be determined upon well testing; all Project water supply wells will be reviewed and approved by the Inyo County Environmental Health Department and all appropriate permits will be obtained.

7.11 Operations and Maintenance Facility

For operations, the Project would include a single or double wide, approximately 2,000 square-foot pre-manufactured O&M building with electric power and lighting, plumbing and sanitation, and HVAC services. Up to 12 unpaved parking spaces including Americans with Disabilities Act (ADA) requirements would be included adjacent to the building. The building would provide a conditioned environment for the safety and health of O&M personnel. Plant monitoring and control equipment (SCADA) may also be installed within the O&M building, or in a separate freestanding insulated and conditioned enclosure.

The O&M building would be located close to the main Project Area entrance, and may be installed on a concrete pad foundation, or on a driven pile foundation, subject to soil conditions. Potable water would be from a well on the Project Area. A permitted septic system and/or tile field (if permitted) would be installed for wastewater treatment and disposal. A commercial power service and meter would provide power to the switchgear and O&M facilities. If a commercial power service is not available, then the Project may utilize a 175 kW generator for the construction trailers and the well pumps.

Up to twelve (12) 40-foot ISO shipping containers would be required for solar and electrical spare parts storage, fitted out with racking and interior and exterior lighting. Storage containers may be installed on sleepers on compacted native earth, or on a gravel base to ensure drainage and accessibility in inclement conditions.

7.12 Temporary Construction Facilities

The Project would have approximately 50 acres of temporary construction facilities that would include secured areas for receiving and storing Project materials (staging areas), water storage ponds, and four to five temporary construction trailers. The construction trailers are intended for construction day use only for office use, as well as a site safety location; approximately 50 people will be using these trailers during construction working hours, which will be locked at the end of each work day. Approximately 500 amps of temporary electrical service would be obtained through a meter installed on a local power line. Sanitation facilities will consist of exterior porta-johns or trailers that contain porta-johns. Workers will bring their own workday food, or a food truck may be provided. This area will include parking for work trucks and personal vehicles for the construction crews. Solid waste generated at the trailers and throughout the site will be hauled and disposed of at a permitted facility by a licensed waste removal contractor approved by the County.

All temporary construction facilities are tentative; these locations would be refined throughout the Inyo County permitting and final design process. These construction facilities would be used throughout the construction period and would then be decommissioned in accordance with the Project's Reclamation Plan, final graded to remove ruts and other disturbances, and then treated with a CDFW seed mix.

7.13 Electrical Collection Lines and Switchyard Interconnection

The power produced by the Project would be generated by the PV modules and collected within the PV arrays via medium voltage (34.5 kV) collection lines. The medium voltage connection lines will carry the generated electricity to the Project substation using a typical overhead or underground cable arrangement at 34.5 kV voltage level.

At the Project substation, this power would then be converted to high voltage (230 kV). The power would be carried between the Project substation and the Trout Canyon substation, located approximately nine miles to the northeast via a 230 kV high voltage overhead gen-tie line.



The high voltage gen-tie transmission line layout and configuration would be designed to accommodate constraints associated with utility easements and any other existing easements. The transmission line would consist of support pole structures, electrical power conductors, fiber optic communication lines and a lightning protection wire above. The overhead transmission pole structures would be approximately 150 to 170 feet tall, depending on terrain and ROW configuration. Structure design for the proposed Project would adhere to all Federal Aviation Administration (FAA) and International Civil Aviation Organization (ICAO) regulations.

The Project has also committed to design and construct the gen-tie line in accordance with appropriate Avian Power Line Interaction Committee (APLIC) guidelines in an effort to avoid avian electrocutions and minimize collision potential.

7.13.1 Gen-tie Line Access Roads

Construction would require access by service vehicles, ground augers, cranes, and trucks carrying the new power poles, conductor wires, and other equipment via temporary access roads. Temporary roads would be developed using a bushwhacker to remove tall brush, while leaving plant root structures to the extent possible. Minimal grading may be needed to remove any localized impediments to passenger and construction vehicles and equipment.

Permanent access along the gen-tie line would consist of a compacted native surface road that should not be traveled more than once per year and only for inspection and possible cleaning or repair. Therefore, the grounds below the gen-tie line would not be substantially altered from their current conditions. Minimal grading would occur to remove any localized impediments for passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other major ground disturbance for access roads within the Project Area should be required.



8 Construction

8.1 Preconstruction Activities

Preconstruction activities would include a topographical survey and civil survey to delineate the following: PVM array boundaries, O&M facility location, access roads, temporary use areas, stormwater features, and the gen-tie line route. Pre-construction wildlife clearance surveys would be conducted within appropriate time windows.

8.2 Geotechnical Investigations and Testing

A geotechnical investigation and accompanying report were previously completed for the Project Area in 2021. According to the report, soils in the Project Area range from silt to gravelly sand. The report provides recommendations on design and methods for solar array and substation foundations that should be considered prior to construction. These recommendations would be reviewed and incorporated into relevant construction plans prior to the start of construction. Additional geotechnical information may be gathered to supplement the 2021 data, if needed.

8.3 Schedule

Construction of the Project would be accomplished by multiple construction crews specializing in various construction components. The overall construction period is estimated to be approximately 18 months and may occur over two phases. Construction would be initiated in the second quarter of 2027. Construction would occur Monday through Friday, 7:00 am to 6:00 pm, unless project schedule demands require a temporary extension of those hours.

8.4 Work Force

Employment during construction may range up to 450 workers depending on the phase of construction. Workers will commute by private vehicle to the site each workday, most likely from cities and towns in Nevada such as Pahrump, located approximately 25 miles from the Project Area, and Las Vegas, located approximately 60 miles from the Project Area, due to availability of housing; camping or staying in recreational vehicles will not be allowed on site or in the local area per Inyo County Code 14.04.040 (Habitation Restrictions). Carpooling to and from the site each workday will be encouraged, which would reduce the number of daily commuter vehicle trips. However, the maximum number of 450 one-way vehicle trips was analyzed. Workers will utilize the construction trailers during the workday for office use and site safety briefings; these trailers will be locked at the end of each workday. Workers will bring their own workday food, or a food truck may be provided. Sanitation facilities for the workers will consist of exterior porta-johns and/or sanitation trailers.



Preconstruction surveys include survey crews, utility workers for local station power, supervisors, and engineers. Site preparation and fencing would commence when environmental restrictions are cleared. Workers would be provided with training on potential environmental restrictions and best practices. The Applicant would use qualified local and non-local contractors/subcontractors according to the equipment and personnel needs of the Project.

8.5 Transportation

A list of vehicles and equipment that would likely be used during construction is provided in **Table 8-1.**



Table 8-1. *Vehicles and Equipment Used for Project Construction*

Activity	Equipment	
Road Construction	Bulldozer Motor Grader Drum Packer Dump Truck/Belly Dump Trucks Gannon Tractor	Water Truck Rubber Tire Backhoe Excavator Scraper
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Concrete Truck Excavator Gannon Tractor Water Truck	Trencher Materials/Waste Transportation Truck Auger Rig Fork Truck to Offload Spools Bobcat
Solar Array Assembly and Erection	Fork Truck Hydraulic Crane Water Truck	Materials Transportation Truck Vibratory Pile Driver
Project Cleanup	Dump Truck Front-end Loader Dozer	Motor Grader Materials/Waste Transportation Truck
Daily Construction Traffic	Full-size Pickups, FedEx, United Parcel Service, and Other Delivery Trucks	Gators, Buses

Trucks transporting Project components and construction materials would access the Project Area from Nevada Route 160 to Tecopa Road and then north on Zircon Street for approximately 0.25 mile before entering the Project Area. The Applicant estimates that 96,125 vehicle trips (60,045 passenger/service truck trips and 15,830 large diesel trucks) and trailer trips would be needed during the construction phase of the Project. There would be undeveloped construction parking for approximately 300 vehicles.

In general, oversized trucks would not be used to transport PVM components to the Project Area but may be required to deliver the main power transformers. It is not anticipated that any road improvements beyond adding a gravel road base to Zircon Street would be needed to accommodate delivery and construction traffic along public roads and highways. The REDA with Inyo County will contain information on road maintenance and restoration that the Applicant will be required to fulfill.

Equipment and material hauling would be performed in a manner to prevent damage to areas outside the Project and minimize interference with existing land use activities. Transportation and construction contractors would obtain all necessary permits for transportation-related elements of the Project from the California Department of Transportation (Caltrans) and Inyo County. A Traffic Management Plan would be drafted to ensure safety and minimize impacts on traffic flow in the vicinity of the Project.

Routine vehicle and equipment maintenance activities would be performed off-site or within the material storage, staging and laydown areas. Broken-down vehicles or equipment would be trucked or towed off-site for repair.

A Habitat Restoration and Integrated Weed Management Plan would be developed in coordination with environmental permitting agencies, to minimize potential impacts from the introduction and spread of



noxious and invasive weeds due to vehicles entering the construction areas. Best management practices would be employed to reduce the likelihood of the introduction of non-native invasive plant species.

8.6 Fencing

A 6- to 7-foot-high security perimeter fence topped with 1-foot of barbed wire would surround the solar arrays and along public roads within the Project Area. New fence lines would be established at the edges of the Project. There would be lockable double swinging security gates constructed at these locations, with access provided to emergency service providers. The facility fences and gates would be marked with the emergency contact information in accordance with Federal, State, and local emergency providers' requirements.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, during construction, the Project would follow the USFWS's most recent protocol for construction of fencing and gates to exclude desert tortoises. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

8.7 General Construction Methods

8.7.1 Vehicles and Equipment

Construction vehicles and equipment would include earthmoving equipment, including but not limited to loaders, various-sized bulldozers, graders, shovels, and backhoes; delivery trucks and semi-tractors; welding rigs, generators, and compressors; and light-duty support vehicles. **Table 8-1** lists specific types of equipment anticipated to be used during construction of the Project.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, the Project would require that all workers, contractors, and all other participants in the activity check under their vehicles or equipment prior to moving them when they are in areas where desert tortoises are likely to be active. All jurisdictional waters within the construction area will be staked as exclusion areas; no vehicle traffic or other activity will occur within these areas.

8.7.2 Clearing and Grading

Site preparation of vegetated areas would involve minimal cutting, leaving part of the shrub and the root structure intact to minimize soil disturbance and reduce potential impacts to desert tortoise. Details pertaining to vegetation management during construction will be included in the Project's Vegetation Management Plan. Minimal grading would occur within the Project Area, primarily at the substation and O&M building site, plus the interior Project roads along electrical collection line corridors; most of the Developable Area will remain at existing grade. Clearing and grading of these areas (approximately 69 acres of the total 2,400-acre Developable Area [3 percent]) would be accomplished using a standard bulldozer, grader, or other similar earthmoving equipment. Twenty-one unlined sediment (stormwater) control basins totaling approximately 20 acres would also be graded and cleared along the Project



boundaries outside of the Project's Developable Area to capture stormwater and sediment leaving the site. These features would be approximately 2 feet deep, range in dimensions up to 95 feet by 670 feet, and would be allowed to revegetate. Therefore, a total of 89 acres would be graded.

Grading would require that affected areas are reseeded after construction is complete, if not covered by gravel roads or equipment foundations. Regrading and revegetation techniques from short-term and permanent disturbance would be provided in a Stormwater Pollution Prevention Plan (SWPPP).

Temporary access to the construction areas would occur by driving over existing vegetation and creating temporary access routes over crushed vegetation; no clearing and grading would be required. This construction method would minimize disturbance of soils and vegetation.

8.7.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the Project's Developable Area to store components and to facilitate construction activities. The storage, staging, and laydown areas would be used to store office trailers, for parking of construction and personal vehicles, storage of construction equipment, and temporary staging and laydown for construction materials. The storage, staging, and laydown areas would be reclaimed following construction.

8.7.4 Fueling Stations

Fueling stations would be established within the Project Area to service construction vehicles. Diesel aboveground fuel tanks would be located at the Project material storage, staging, and laydown areas for vehicle and equipment fueling. Each fuel tank would be located within a temporary secondary containment berm, would be equipped with a spill kit, and would be operated consistent with the Project's Hazardous Materials and Waste Management Plan.

8.7.5 Temporary Construction Water Storage Ponds

It is anticipated that two temporary water storage ponds would be needed during construction. Each construction water storage pond would hold approximately 100,000 gallons, would be lined with a plastic and/or rubber liner, and would have a slight pitch to the corner closest to the transfer pump. Ponds would be filled as necessary from a Project well according to water demands. Their locations would be identified upon a more detailed Project design. Any surface water discharge would comply with water quality and sediment management regulations.

8.7.6 Access and Connector Roads

Construction of the Project would require the construction of new roads within electrical collection corridors to provide access for employees and equipment. Access roads would provide permanent vehicle access throughout the construction, O&M, and decommissioning phases of the Project to the arrays, substation, O&M facility, and the MET towers.



The general road design criteria for the perimeter road and roads to facilities would include the following specifications:

- Roads would have gravel road base and a travel width of 16 feet and 2-foot shoulders and be sloped to match existing grades.
- Approximately 25-foot radius at road centerline.
- Approximately 35-foot radius at minimum or as dictated by the Fire Code Standards at road corners.
- Road base with gravel surface, as dictated by the Fire Code Standards or geotechnical report recommendations, which will also serve to reduce fugitive dust.
- Design speed: Approximately 15 miles per hour.

Where access roads would cross existing underground utilities (if identified) the crossing sites would be designed to be protective of the underground utilities. Access road construction would begin with site preparation. The service and maintenance access roads would be scarified and compacted with water bars installed as necessary. Road construction can also start with rough grading and leveling of roadways. Water bars would be cut across roads as needed to allow for natural drainage of water over the road surface and to prevent road washout. Water would be applied by tanker truck to all Project roads up to six times per workday to control fugitive dust.

After construction, all areas exhibiting soil disturbance would be surveyed for the presence of noxious weeds. Noxious weed control would be performed onsite during construction according to the specifications defined in the Project's SWPPP.

8.7.7 Facility Foundations

Foundations for inverter stations would be driven steel I-beams with a steel skid structure over concrete pads and poured in place over prepared soils. Foundations/pads for other buildings or equipment, such as the substation and O&M building, would consist of a concrete base, poured in place over prepared soils.

8.8 Solar Arrays

The PVM arrays would be assembled and erected at each array site. The PVMs and array frames would be delivered to the specific site, offloaded, and assembled using forklifts and physical labor. The PVM offloading and assembly area would utilize PVM array roads.

Support poles for the PVM tracker units would be galvanized steel piles driven directly into native soil.



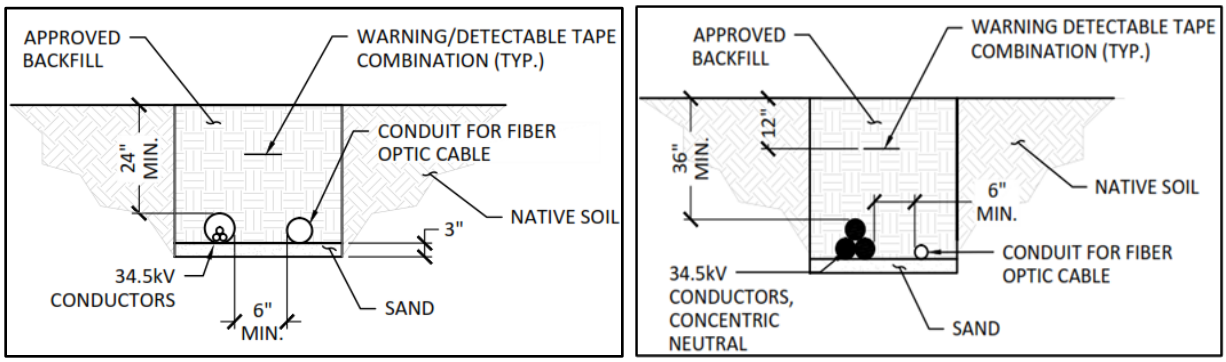
8.8.1 Electrical Distribution System

Electrical distribution system cables for each circuit would be buried in trenches. In locations where two or more sets of underground lines converge, underground vaults and/or pad-mounted switch panels would be used to tie the lines together into one or more sets of larger feeder conductors.

After final grading, the electrical collection system trenches would be reclaimed using seed mixtures and techniques identified in the Project's Decommissioning and Site Reclamation Plan.

Dimensions as shown in **Figure 8-1** are indicative and will be customized based on site-specific requirements in compliance with the code standards.

Figure 8-1. *Electrical Collection System Trench Design*



8.8.2 Substation

Construction of the substation would include:

- Clearing and grubbing the site.
- A grid around the switchgear site and installing a grounding grid. Steel-copper ground rods would be driven into the ground at key locations and bonded to the ground grid.
- Constructing concrete foundations for switchgear equipment designed for the soil conditions at the switchgear site (concrete would be trucked to the site from the nearest acceptable commercial concrete batching plant).
- Installing switchgear components, including circuit breakers, metal-enclosed switchgear, disconnect switches, relays, battery and charger, surge arrestors, AC and DC supplies, control house, SCADA, and grounding and associated control wiring.
- Installing a secondary perimeter fence, if needed, and surfacing the yard with crushed rock.

The substation would be equipped with an outdoor motion-activated 'full cutoff' lighting system and safety signs as required by national electric and safety codes.

8.9 Gen-tie Line

8.9.1 Vehicles and Equipment

Table 8-2 lists specific types of equipment anticipated to be used during construction of the gen-tie line.

Table 8-2. *Vehicles and Equipment Used for Gen-tie Line Construction*

Activity	Equipment	
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Winch / Spool Truck Boom Truck Fork Truck to offload spools Man-lift Bucket Truck	Trencher Materials/Waste Transportation Truck Auger Rig Cranes Excavator

8.9.2 Clearing and Grading

The gen-tie line corridor would not be substantially altered from the current condition. Light grading would be executed to remove any localized impediments to passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other improvements should be required.

8.9.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the gen-tie line construction ROW to store components and to facilitate construction activities if needed. Otherwise, a laydown area could be used. The storage, staging, and laydown areas would be used for parking of construction and personal vehicles, storage of construction equipment, temporary staging and laydown for construction materials, and fueling. The storage, staging, and laydown areas would be reclaimed following construction as per the Decommissioning and Site Reclamation Plan.

8.9.4 Gen-tie Line Construction

Each gen-tie line structure would require the installation of foundations, which are typically drilled concrete piers. First, holes would be excavated for each structure. The holes would be drilled using a truck-mounted excavator equipped with augers of various sizes depending on the diameter and depth requirements of the hole to be drilled.

If the pole requires a concrete foundation, then concrete would be placed to fill the hole with reinforcing steel bars and anchoring bolts. Typically, concrete would be delivered directly to the site in concrete trucks with a capacity of up to 10 cubic yards.



The towers would be brought to the site on tractor trailer flatbeds and offloaded to the temporary laydown area within the Project Area or in the construction ROW of the gen-tie line. The structure would then be assembled and fitted with cross-arms, supports, insulators, etc., as needed by final designs. Assembly would be facilitated onsite by a small truck-mounted crane. Subsequent to full or partial assembly, the entire or the lower portion of the structures would be lifted onto the foundation using a large crane designed for erecting towers. The crane would move along the ROW as towers are erected. Helicopters will not be utilized.

The gen-tie line would consist of three power conductors, communications (fiber optic) below the power conductors, and possibly a lightning protection wire above. Pulleys and winch trucks would be used to install the powerlines, and ground and communication cables to their final positions and tensions.

8.10 Water Use During Construction

Construction of similar, utility-scale PV solar projects on more temperate desert sites (with temperatures below 100 degrees Fahrenheit) spanning up to 1 square mile have typically entailed the use of approximately 20 water truck fill-ups per day—each carrying 5,000 gallons (approximately 0.015 acre feet [AF])—during summer periods. For such projects, total water use generally ranged between 0.1 and 0.2 AF per acre annually.

The proposed Project Area, however, is located in a hotter and drier climate and therefore will require additional water. To account for the increased water need, it is conservatively assumed that 0.3 AF will be required for each acre of ground-disturbing activity annually. Furthermore, it is conservatively assumed that this demand will be required on an annual basis.

The proposed Project has an estimated construction water demand of 729 AF per year, based on the 2,400-acre Developable Area, 10 acres for the access road and construction corridors in California, and 20 acres for the retention/sediment basins. Therefore, the 18-month construction period would require a total of 1,094 AF of water.

8.11 Testing and Calibration

After construction, systems, controls, and safety equipment would be calibrated and tested before being placed in service. Qualified technicians and mechanical and electrical experts and electricians would test and inspect solar components, transformers, communications systems, switchgear, and interconnection systems to ensure that they comply with required specifications and are working properly.

8.12 Postconstruction and Revegetation

The final phase of construction is cleanup and restoration of areas disturbed by construction but not required for facility operations. Areas that have been temporarily disturbed by grading or other earthmoving activities would be restored to the preconstruction contours of the land to the extent possible and consistent with future operating needs. Work may consist of re-contouring areas, establishing vegetation, and applying



mulch to provide additional erosion control. Ungraded areas disturbed only by overland travel would be assessed in coordination with Inyo County to determine if restoration is needed for recovery of the area. Temporary disturbance areas would be revegetated using seed mixtures and techniques developed in consultation with Inyo County or CDFW.

Noxious and invasive weed control would continue onsite during the restoration process. Active management after initial seeding would help ensure the success of the revegetation process.

Upon completion of construction and restoration, fences and other previously existing structures would be reestablished to as good a condition or better than that existing at the start of site preparation and construction activities.

8.13 Health and Safety Program

Construction activity, personnel onsite, and worker travel could potentially have impacts on health and safety during the approximately 18-month construction period. However, in general the Project would have minimal impacts on fire, medical, and law enforcement services. Photovoltaic solar facilities are not generally associated with fire risk. During both construction and operations, the plans and procedures described in the following sections would serve to greatly reduce the chances that medical and law enforcement services would be required.

Prior to the start of construction, the Applicant would conduct a safety assessment to identify potential safety issues and to develop measures that would be employed to mitigate them. Potential safety issues include site safety and security, worker on-site and off-site (travel) injuries, fire control, safe work practices, heavy equipment transportation, and traffic management. A health and safety program would be developed to protect both workers and the public during Project construction, including a site-specific Emergency Response Plan and Health and Safety Plan with guidelines and procedures.

8.13.1 Site Safety and Security

The Project would post warning signs along the Project access roads from Nevada 160 to the Project Area boundary informing the public of construction activities, warning of increased vehicles and potential wide loads on the roads, and directing that the public does not enter the site. For areas where public safety risks could exist and site personnel would not be available 24/7 to control public access (such as excavated foundation holes and electrical distribution system trenches), warning signs and temporary fences or flagging would be erected. Fencing also may be installed around material storage, staging, and laydown areas, which would be locked after each work day. Other areas determined to be hazardous or where issues of security or theft are of concern also may be fenced. Temporary fencing around unfinished excavations and other potential hazards typically would consist of a high-visibility plastic mesh or red/yellow danger tape. The Applicant also may use security guards, cameras, and/or additional fencing, if necessary, to protect public health and safety and Project facilities. Public safety assistance would be expected to come from the Inyo County Sheriff's Office, Shoshone Substation. Per the Sheriff's Office, response time from the Shoshone Substation to the Project site would be approximately 30-40 minutes.



The site-specific Health and Safety Plan is provided to all workers and is available electronically and in hard copy on site. It is generally reviewed and updated at least annually and all changes are communicated to workers. The purpose of the plan is to provide compliance with Health and Safety federal, state and local requirements, Project and site-specific concerns, and the EPC's corporate Health and Safety guidance. Site safety procedures would address a zero-injury safety policy, responsibilities and roles of personnel, health and safety for subcontractors, worker safety orientation and training, severe weather conditions, and accident/incident reporting procedures. The site safety procedures would also outline employee safe work programs, including drug and alcohol policies, hazardous materials, fire protection, respirator use and maintenance, confined workspaces, and potential work hazards such as blood-borne pathogens, electrical hazards, and environmental dangers.

8.13.2 Emergency Response

An Emergency Response Plan provides information and instructions to guide site managers, workers, and first responders in preparing for, and safely responding to, an incident, fire, or other emergency associated with the solar facility and appurtenant systems. The Emergency Response Plan includes the general hazards and nearby exposures related to construction and operations, as well as detailed information including but not limited to the Incident Command System, safety, staging areas, site access, lock box access, and water supply. The EPC contractor must have a qualified health and safety individual at the construction trailer from construction start to completion. This individual must be EMT trained. The construction trailer must contain a first aid kit and a defibrillator.

Emergency response procedures would include emergency recognition and prevention, organization and personnel responsibilities, emergency alerting procedures, maps and diagrams of the facilities, incident documentation, investigation responsibilities, and post-emergency activities. Specific emergency response procedures for medical, severe weather, power outages, and other situations would also be addressed. It is expected that emergency medical response would typically come from Pahrump, Nevada, located 28 miles (30-40 minutes) from the Project Area. Additionally, workers would be trained in access routes and other emergency preparedness, which would assist in reducing impacts related to response times.

Emergency response procedures would be included in a Health and Safety Plan. The Applicant would be responsible for implementing emergency procedures during the course of the Project.

8.13.3 Fire Management and Protection Plan

Fire prevention and suppression procedures would be provided in the Emergency Response Plan and would address potential fire sources and appropriate safety and fire prevention measures. Project-specific fire sources could include vehicle exhaust systems, fueling operations, smoking, electrical work, and onsite flammable liquid storage. Fire suppression, emergency preparedness, and emergency notification and follow-up procedures would be addressed, and other measures such as carrying fire extinguishers and shovels would be incorporated into the procedures. Fire response could come from the Southern Inyo Fire Protection District in Tecopa (25 miles/30-40 minutes), from a new fire station in Charleston View (completion date to be determined), or from Pahrump, Nevada.



8.13.4 Traffic Management Plan

Traffic management and transportation procedures would be included in the Traffic Management Plan. Traffic management procedures would be designed to minimize potential hazards from increased truck traffic and worker traffic and to minimize impacts to traffic flow in the vicinity of the Project. The procedures would present Project-specific information on traffic and circulation in the Project Area, truck traffic volumes, traffic situations, areas of congestion, and special traffic concerns such as the location of school bus routes, and specific traffic management measures including informational signs, flaggers when equipment blocks throughways, and traffic cones to identify any temporary changes in lane configuration.

Transportation procedures would address issues specific to transporting Project components, as well as construction equipment, including but not limited to trucks, loaders, various-sized bulldozers, shovels and backhoes, welding rigs, generators, and compressors. Equipment and material hauling would be performed in such a manner as to prevent damage to areas outside the Project and to minimize interference with existing uses of lands crossed.

The transportation procedures would describe regional and local access routes and affected roadways, traffic volumes, pavement conditions, and traffic mitigation measures. The procedures would describe travel routes for construction materials, current and predicted traffic volumes for construction access routes, and BMPs for handling traffic along these transit routes during Project construction. The procedures would also identify the processes for complying with any state requirements.

8.13.5 Grounding

Grounding equipment would be installed at the Project substation, PV racking systems, combiner boxes and inverters. Each transformer also would be grounded to protect equipment and personnel. The Project substation would include a below grade grounding grid.



9 Operation, Monitoring, and Maintenance

After construction, onsite personnel would operate and maintain the Project. Public access would be restricted to protect public safety and prevent vandalism.

9.1 Work Force

Operation of the solar energy facility would require approximately six to ten full-time employees. The operations workforce would include off-site facility managers, administrative support, SCADA instrument and PVM technicians, and other monitoring and maintenance personnel. There would be no on-site housing. The majority of the employees would be full-time throughout the anticipated life of the Project. During the first several years of Project operations (the warranty period), additional personnel employed by the component manufacturer(s) may be onsite conducting equipment performance monitoring and calibration. Seasonal workers will be onsite to support vegetation management as needed.

9.2 Operation and Maintenance Activities

Routine maintenance of the PVM arrays would be necessary to optimize performance and to detect potential malfunctions. O&M procedures would be established that define specific routine PVM array maintenance and inspection activities based on the PVM manufacturer's recommendations.

Transformers and inverter units would be maintained as part of normal O&M activities. Periodic inspection and/or maintenance of underground electrical collection lines may be required during the life of the Project. These activities would be conducted pursuant to prudent utility practices. Switchgear maintenance activities would include routine, scheduled equipment maintenance, grounds keeping, and emergency maintenance in the event of equipment failure. Switchgear maintenance would be performed by Project personnel or approved contractors. Inoperative PVMs would be repaired, replaced, or removed in a timely manner.

Once temporary reclamation is complete and vegetation is stable following construction, noxious weed surveys would continue on an annual basis. Routine maintenance would include weed monitoring and treatment that would be outlined in the SWPPP.

9.3 Products Used for Monitoring and Maintenance

The Project would utilize a meter on a local power line for power during the operational phase. Should the local power source be unavailable, the Project may utilize a 20-kW propane generator for service power.

No new raw materials would be routinely required for Project operation, once each phase of construction is completed and commercial operation is achieved. Materials brought onto the site after commercial operation is achieved would be limited to those required for O&M, repair or replacement of components, systems or structures necessary for continued safe and reliable operation.



Materials typically used for O&M of the Project may include mineral or biodegradable transformer dielectric fluids, natural or synthetic oils as lubricants, cleaning agents, and herbicides for weed control. These materials, some of which may be classed as hazardous, would be stored in small quantities (less than 50 gallons) securely at the O&M facility. Batteries, for switchgear tripping or uninterruptible power supplies (UPS) for SCADA or computers may include materials classified as hazardous, depending on the specific type of energy storage technology utilized.

Hazardous materials use, storage, and disposal would be in accordance with the Project's Hazardous Materials and Waste Management Plan and would comply with applicable local, state, and federal environmental laws and regulations. The plan identifies hazardous materials that would be used, stored, or transported and establishes inspection procedures, storage requirements, storage quantity limits, inventory control, non-hazardous product substitutes, and disposal of excess materials. The plan also identifies requirements for notices to federal and local emergency response authorities and includes emergency preparedness and response plans, including spill response. Accidental releases of hazardous materials would be prevented or minimized through proper containment of these substances during transportation to the site, storage onsite, and use. Hazardous waste would be removed and disposed of off-site in an appropriately permitted disposal facility.

Hazardous substances or hazardous wastes that are oils or mixed with oils are subject to Spill Prevention, Control, and Countermeasure (SPCC) rule requirements and would be managed according to a Project SPCC Plan for Project O&M. The SPCC Plan would be supplemented by other plans, as necessary, describing control and response procedures for other hazardous materials or wastes regulated by the Resource Conservation and Recovery Act and not included in the SPCC Plan.

The Project Hazardous Materials and Waste Management Plan would also identify the waste streams expected to be generated at the site and address solid waste determination procedures, waste storage locations, waste-specific management and disposal requirements, inspection procedures, and waste minimization procedures. Disposal of liquid and solid waste produced during operation of the solar energy facility would be done so as not to impact human health and the environment.

9.4 Site Security

The facility requires security during the operations phase. A permanent fence would be installed around the Developable Area and the retention/sediment basins. The typical fence profile is 6- to 7-feet of 2-inch cyclone mesh, with two to three strands of barbed wire above the cyclone. The finished fence is standard for most electrical installations and is required by National Electric and National Safety Codes to prevent unauthorized personnel from gaining access to energized components. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

The Project also would be marked with warning and no trespassing signage on fences, gates, and electrical equipment. All gates, access doors, and ports would be locked at all times.



9.5 Lighting Plan

All site lighting will comply with Inyo County's Outdoor Lighting Ordinance (Title 18.79). The O&M facility and substation would have motion-activated, downward pointing/full cutoff nighttime lighting (designed to limit upward light pollution or across Project boundaries) to minimize effects on dark night skies. The lights within the O&M facility would be installed on the exterior of the O&M building and the storage shipping containers. This lighting may also be placed at gates or other locations to provide additional security. Electricity for the lighting would be provided by the local utility via a commercial meter.

9.6 Gen-tie Line

The gen-tie line would be inspected periodically as required, for conductor soiling, corrosion or oxidation, operating temperatures, physical damage, etc.

9.7 Operational Water Needs

Solar panel washing is not anticipated. The main water demand components for the operational phase of the Project consists of water use associated with the O&M building. The estimated total annual water use during operations is approximately 0.014 AF per year, totaling approximately 0.68 AF over the Project's 48.5-year operational period. This water would be obtained from an existing well or a new well permitted by Inyo County. Drinking water will also be supplied via a 5-gallon cooler dispenser in the O&M building.

10 Decommissioning

The Applicant is seeking a 50-year REDA for the Project on private land in Inyo County. At the end of the Project's useful life, the solar arrays and gen-tie line would be decommissioned and dismantled, and some components would be recycled or re-used. While it is possible that the Applicant may want to work with Inyo County to repower the site at some point in time, repowering is beyond the scope of this Project. Project decommissioning would be completed, including reclamation, in compliance with all applicable federal, state, and local requirements on or before the REDA expiration date. The Project's Reclamation Plan would provide specific details as to how decommissioning would be accomplished and would be based on a final layout. While speculative at this point, it is assumed that the same amount of water would be used per year (729 AF) for decommissioning as would be used for construction.

10.1 Facility Decommissioning

Decommissioning is a systematic deconstruction process that would involve removal and off-site recycling, reuse and disposal of the infrastructure and associated facilities within the solar energy facility. Many of the activities involved with Project decommissioning are similar to those performed for Project construction.

In general, decommissioning of the Project would involve disassembling the PVM arrays and associated infrastructure and salvaging valuable equipment, such as PVM array steel, electric components, and materials such as steel and copper. The Applicant would attempt to salvage economically recoverable materials and to recycle solar energy components for future uses. Unsalvageable materials would be disposed of at authorized locations. Associated infrastructure, including conductors, cables, poles, and roads would be removed unless otherwise allowed by Inyo County to remain in place. Demolition or removal of equipment and facilities would meet applicable environmental and health regulations.

Following the removal of Project facilities, the site would undergo final cleanup and reclamation as would be detailed in the Decommissioning and Site Reclamation Plan. Concrete foundations would be removed to 3 feet below grade and reseeded as appropriate. Areas disturbed during removal of Project features would be restored and rehabilitated as near as possible to their preconstruction condition and would be available for the same uses that existed prior to construction of the Project.

10.2 Gen-tie Line Decommissioning

Similar activities would occur with the decommissioning of the gen-tie line. The electrical lines and structures would be removed using trucks and cranes and would be moved to a designated laydown area. The electrical power conductors would be removed from the poles and recycled, as would the metal poles and lattice structures. Any material deemed hazardous or unusable would be trucked off-site using tractor trailer flatbeds and disposed of at authorized locations. If foundations are utilized for metal structures, they would be removed to a minimum of approximately 3 feet below the surface. All foundation holes would be refilled, compacted, and reseeded as appropriate. The unimproved service and maintenance route along the corridor would be scarified, compacted, water bars would be placed if and where necessary to prevent



erosion, and the route reseeded in accordance with the County approved Decommissioning and Site Reclamation Plan.



11 References

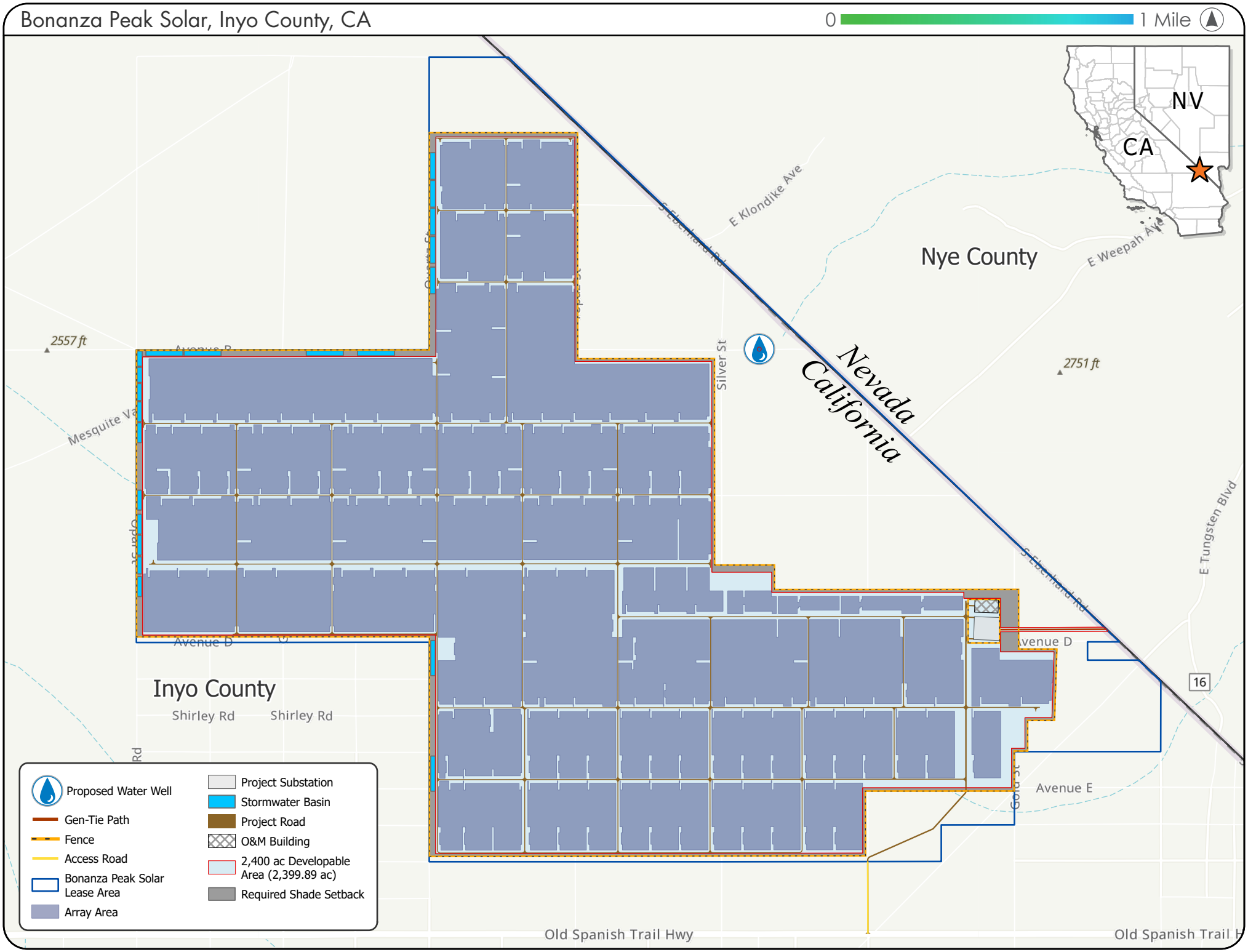
Inyo County. (2002). Inyo County General Plan: Land Use and Conservation/Open Space Elements. Diagram 29. Charleston View. Available at: https://www.inyocounty.us/sites/default/files/2020-02/Landuse%20Diagrams.pdf

Inyo County. (2015). Inyo County Renewable Energy General Plan Amendment: Final Errata to the Final Program Environmental Report. Available at: https://www.inyocounty.us/sites/default/files/2020-04/FinalREGPA33015.pdf

Lumby, B., & Miller, A.J. (2011). Utility scale solar power plants: a guide for developers and investors. Photo of Utility Scale Photovoltaic System. Available at: https://api.semanticscholar.org/CorpusID:107545014

Nor-Cal Controls. 2024. Homepage: Photo of MET station. Available at: https://norcalcontrols.net/met-stations/




Bonanza Peak Solar, Inyo County, CA
0
1 Mile
NV
CA
Nye County
Inyo County
Nevada
California
E Klondike Ave
E Weepah Ave
S Eberhard Rd
Silver St
2557 ft
2751 ft
Avenue D
Avenue E
Shirley Rd
Shirley Rd
E Tungsten Blvd
16
Old Spanish Trail Hwy
Old Spanish Trail H
Proposed Water Well
Gen-Tie Path
Fence
Access Road
Bonanza Peak Solar Lease Area
Array Area
Project Substation
Stormwater Basin
Project Road
O&M Building
2,400 ac Developable Area (2,399.89 ac)
Required Shade Setback

COUNTY OF INYO
PLANNING COMMISSION

MINUTES OF SEPTEMBER 23, 2026 MEETING

COMMISSIONERS:

HOWARD LEHWALD	FIRST DISTRICT	Inyo County Planning Commission
CAITLIN (KATE) J. MORLEY	SECOND DISTRICT (CHAIR)	Post Office Drawer L
TODD VOGEL	THIRD DISTRICT	Independence, CA 93526
CALLIE PEEK	FOURTH DISTRICT (VICE)	(760) 878-0263
AARON CASSELL	FIFTH DISTRICT	(760) 872-0712 FAX

STAFF:

CATHREEN RICHARDS	PLANNING DIRECTOR
CHRISTIAN MILOVICH	ASSISTANT COUNTY COUNSEL
RYAN STANDRIDGE	ASSOCIATE PLANNER
DANIELLE VISUANO	SENIOR PLANNER
CYNTHIA DRAPER	ASSISTANT PLANNER
SALLY FAIRCLOTH	PROJECT COORDINATOR
DAVID FRASER	INTERIM COUNTY ADMINISTRATOR
MIKE ERRANTE	PUBLIC WORKS DIRECTOR

The Inyo County Planning Commission met in regular session on Wednesday, September 23, 2026. Commissioner Morley opened the meeting at 10:00 a.m. These minutes are to be considered for approval by the Planning Commission at their next scheduled meeting.

ITEM 1: **PLEDGE OF ALLEGIANCE –** All recited the Pledge of Allegiance at 10:01 a.m.

ITEM 2: **ROLL CALL -** Commissioners Todd Vogel, Callie Peek, Aaron Cassell, and Kate Morley, were present.

Staff present: Cathreen Richards, Planning Director, Ryan Standridge, Associate Planner, and Christian Milovich, Assistant County Counsel.

Staff absent: Denelle Carrington, Interim County Administrator; Michael Errante, Public Works Director.

ITEM 3: **PUBLIC COMMENT PERIOD –** This item provides the opportunity for the public to address the Planning Commission on any planning subject that is not scheduled on the agenda.

Chair Morley opened Public Comment Period at 10:03 a.m. and explained that members of the public could address the Commission regarding matters not otherwise scheduled on the agenda. Chair Morley requested that comments concerning Items 6 and 7 be held until those items were heard.

Chair Morley asked if there was anyone in the audience wishing to make a public comment.

No comments were made.

Chair Morley closed Public Comment Period at 10:03 a.m.

ITEM 4: APPROVAL OF MINUTES FROM THE JANUARY 28, 2026 PLANNING COMMISSION MEETING

The Commission considered the January 28, 2026 Planning Commission meeting minutes, which had previously been continued from the July 22, 2026 meeting. Commissioner Peek moved to approve the minutes, and Commissioner Cassell seconded the motion. The motion carried 4-0, with one Commissioners absent.

ITEM 5: APPROVAL OF MINUTES FROM THE JULY 22, 2026, PLANNING COMMISSION MEETING

The Commission considered the July 22, 2026 Planning Commission meeting minutes. Commissioner Vogel moved to approve the minutes, and Commissioner Peek seconded the motion. The motion carried 4-0, with one Commissioner absent.

ITEM 6: BONANZA PEAK SOLAR PROJECT - Renewable Energy Development Agreements (REDAs) 2026-01 and 2026-02 - Informational Presentation and Public Comment

Planning Director Cathreen Richards introduced the proposed Renewable Energy Development Agreements (REDAs) associated with the Bonanza Peak Solar Project. Ms. Richards explained that the Planning Commission was not being asked to approve the REDAs because, under the Inyo County Code, the Board of Supervisors is the approval authority. She stated that the Planning Commission hearing was informational and intended to receive public comment. Comments received at the meeting, as well as written comments received prior to the Board hearing, would be provided to the Board of Supervisors for consideration.

Ms. Richards introduced Stacey Simon, County Counsel, who had assisted with the negotiation and preparation of the proposed REDAs.

Ms. Simon explained that development agreements are not frequently used in Inyo County because the County does not typically process development projects of this scale. She explained that a development agreement provides a developer with certainty regarding the local development regulations that will apply to a project during the term of the agreement. In exchange, the County may negotiate community benefits beyond those otherwise required as project mitigation.

Ms. Simon explained that two REDAs are proposed for the Bonanza Peak Solar Project, corresponding to two project regions.

For Region 1, the developer agreed to provide $2 million through the County to the Southern Inyo Fire Protection District for the planning, assessment, approval, and construction of a firehouse in Charleston View. Ms. Simon explained that the proposed firehouse resulted from outreach conducted with the Charleston View community regarding benefits residents believed would be appropriate for the area.

For Region 2, the developer agreed to provide $500,000, prior to issuance of a building or grading permit, toward completing the environmental review required to implement the existing Charleston View Community Plan. Ms. Simon explained that a community planning process had previously been completed for Charleston View, but the plan had not been implemented because the necessary environmental review had not been completed. Any portion of the $500,000 remaining after completion of the environmental review would not be returned to the developer and could instead be used for road signage and firefighting supplies and equipment.

Ms. Simon also discussed changes to the agreements made after publication of the Planning Commission packet. She explained that State law currently provides a property tax exclusion applicable to solar energy systems and that the exclusion is scheduled to sunset January 1, 2027. The REDAs include provisions addressing the possibility that the exclusion could be extended or reenacted. If an applicable exclusion prevents collection of property tax otherwise attributable to the project, the developer agreed to make an in-lieu payment intended to make the County and other affected taxing jurisdictions whole.

Ms. Simon further explained that the developer agreed to take all necessary steps to allocate sales and use taxes paid in connection with project construction to Inyo County to the maximum extent permitted by law and to require its contractors and subcontractors to do the same.

Ms. Richards then provided an overview of the Bonanza Peak Solar Project. The proposed project consists of an approximately 500-megawatt photovoltaic solar energy facility on approximately 2,400 acres within the Charleston View Solar Energy Development Area.

Ms. Richards explained that the project would include photovoltaic panels, power conversion systems consisting of inverters and medium-voltage transformers, an underground electrical collection system, a high-voltage substation, operations and maintenance facilities, a power plant control and monitoring system, communications infrastructure, security fencing, and perimeter and interior access roads.

The project also includes an approximately nine-mile-long, 230-kV generation tie line. Approximately one-half mile of the generation tie line would be located on the project site in Inyo County, with the remainder crossing BLM-administered land in Nevada and connecting to the Trout Canyon Substation.

Ms. Richards explained that the County's Renewable Energy General Plan Amendment establishes development limits for the County's Solar Energy Development Areas. If the Bonanza Peak project is approved as proposed, it would utilize the full 500-megawatt development allowance shared by the Charleston View and Sandy Valley Solar Energy Development Areas, and no additional utility- or commercial-scale solar development would be available under that allocation.

Ms. Richards reviewed public outreach associated with the project. The applicant began outreach in April 2024 by sending information to residents and property owners in the Charleston View area. Additional public presentations and discussions occurred in October and December 2024, with additional outreach continuing in 2025 and 2026.

Ms. Richards explained that issues raised through community outreach resulted in changes to the proposed project.

The applicant had initially proposed a Battery Energy Storage System (BESS) that would allow electricity generated during daylight hours to be stored and transmitted later. Community members and the Southern Inyo Fire Protection District expressed concerns regarding lithium battery fire hazards. In response to those concerns, the applicant removed the BESS component from the proposed project.

Ms. Richards also discussed groundwater concerns raised during community outreach. She stated that the project is anticipated to use approximately 1,085 acre-feet of water during the approximately eight-month construction period. Following construction, anticipated operational water use would decline to approximately 0.5 acre-foot annually for the remainder of the project life.

In response to groundwater concerns, the applicant proposed a Voluntary Groundwater Monitoring Program during construction. Ms. Richards explained that owners of wells within approximately one-half mile of the project could request that their wells be monitored during construction. If monitoring identifies an effect on a participating well, a contingency process would be available to address the issue.

Ms. Richards discussed the environmental review for the project and explained that the County previously certified a Program Environmental Impact Report as part of the Renewable Energy General Plan Amendment (REGPA). A project-specific Addendum to the Program EIR was prepared for the Bonanza Peak Solar Project, together with applicable technical surveys and studies. She stated that the Addendum evaluates the project against the impacts, mitigation measures, and site-specific review requirements established through the REGPA Program EIR.

Ms. Richards stated that the REDAs were tentatively scheduled for consideration by the Board of Supervisors on October 27, 2026, in Tecopa, and that comments received by the Planning Commission would be included with the materials provided to the Board.

Commission Discussion

Commissioners asked how electricity generated by the project would be transmitted and whether Charleston View would directly receive electricity generated by the facility.

Staff explained that electricity generated by the facility would enter the larger electrical grid and could not simply be designated for delivery directly to Charleston View.

Commissioners discussed the relationship between the project's 500-megawatt capacity and the development allowance established for Charleston View and Sandy Valley. Staff clarified that the areas share the 500-megawatt allocation and that development of the Bonanza Peak project at its proposed capacity would use the available allocation.

Commissioners also asked questions regarding the proposed Charleston View fire station, including whether funding would provide for equipment in addition to construction of the facility. Staff and County Counsel discussed the allocation of REDA funds and the ability

to use remaining Region 2 funds for firefighting equipment and supplies after completion of the Charleston View Community Plan environmental review.

A Commissioner asked about the project's proposed water source and whether existing wells were located on the project site.

The applicant stated that approximately six wells exist on the property, several of which have not been used for an extended period. The applicant stated that it may be more practical to drill a new well rather than rehabilitate some of the older wells and that the applicant was also exploring contracts with industrial-scale water suppliers as another potential source of construction water.

Following Commission questions, Chair Morley opened the public hearing. Chair Morley explained that comments received would be recorded and forwarded to the Board of Supervisors.

Public Comment

An applicant representative responded to earlier questions concerning where electricity generated by the project would go. The representative explained that electricity flows through the interconnected electrical grid based upon system conditions and that the project would connect to the Trout Canyon Substation, which, although located in Nevada, is interconnected with the California Independent System Operator (CAISO) system.

Laura identified herself as the California Director for Western Watersheds Project and stated that she had previously commented on the County's Renewable Energy General Plan Amendment.

She stated that she would have preferred greater reliance on distributed and rooftop solar rather than utility-scale solar development and expressed concern that utility-scale renewable energy development was being concentrated in remote areas of Inyo County.

She stated that she was involved in commenting on and opposing several large utility-scale solar projects proposed across the Nevada border in the southern Pahrump Valley and described those areas as federally threatened desert tortoise habitat.

Laura Cunninghan expressed concern regarding cumulative groundwater impacts. She stated that groundwater issues in the Pahrump Valley are significant and expressed concern about the Bonanza Peak project's anticipated use of more than 1,000 acre-feet of construction water in an already overdrafted basin. She stated that residents in Pahrump have had to deepen wells and questioned how the project's groundwater contingency measures would address those conditions.

She also expressed concern regarding fossil resources, rare plants, desert tortoise habitat, and the overall landscape of the southern Pahrump Valley. She described the area as environmentally and visually significant and stated that people outside Charleston View also have an interest in protecting the area.

Kevin Emmerich identified himself as representing Basin and Range Watch and stated that his organization had followed renewable energy projects in the area for several years.

Mr. Emmerich discussed transmission infrastructure in the Pahrump Valley and stated that an existing transmission line was being upgraded from 230 kV to 500 kV. He stated that approximately eight solar projects were active or proposed in the Pahrump Valley in connection with increased transmission capacity.

Mr. Emmerich discussed cumulative groundwater use associated with the proposed solar projects. He stated that when the construction water requirements of the various projects are considered together, the total could approach approximately 6,500 acre-feet. He stated that the basin is already over drafted and asked the County to consider cumulative groundwater impacts rather than evaluating the Bonanza Peak project in isolation.

Mr. Emmerich also discussed cumulative impacts to desert tortoise habitat. He stated that approximately 20,000 acres of solar development are proposed on the Nevada side of the Pahrump Valley and referenced Bureau of Land Management analysis concerning fragmentation of desert tortoise habitat. He expressed concern that development of all of the proposed projects could substantially fragment habitat and affect the continued presence of desert tortoise in the area.

Mr. Emmerich stated that impacts from utility-scale solar projects are not temporary and that projects of this size permanently alter the landscape despite mitigation measures.

He also expressed concern regarding the project's proximity to the Old Spanish National Historic Trail, potential visual impacts to the historic trail, and impacts to Charleston View residents whose properties could be surrounded by solar development.

Bill Helmer discussed the adequacy of the environmental review and requested preparation of an Environmental Impact Report rather than reliance on an Addendum.

Mr. Helmer stated that his concern regarding preparation of an EIR was separate from the proposed development agreement and community benefits, including the proposed fire station. He emphasized that the CEQA process provides the public an opportunity to understand a project's environmental effects, provide information, and comment on potential impacts and mitigation.

Mr. Helmer specifically discussed the Old Spanish National Historic Trail. He stated that he was a member of an organization associated with the trail, had previously worked for the National Park Service, participated in the trail feasibility study beginning in approximately 1998, and had personally hiked approximately 350 miles of the trail, including through the Charleston View area.

Mr. Helmer expressed concern that the Addendum and supporting cultural resource analysis did not adequately address site-specific impacts to the Old Spanish Trail. He stated that the trail should not be evaluated solely as a narrow line on a map but as a broader historic **corridor**. He referenced previous National Park Service, Bureau of Land Management, and California Energy Commission studies that he stated recognized the broader historic landscape associated with the trail.

Mr. Helmer stated that the Bonanza Peak Solar Project is located within that historic corridor and expressed concern that the cultural resource analysis relied in part on the physical distance between the project and the mapped trail alignment in determining impacts. He stated that the trail should be evaluated as a historic resource and cultural landscape rather than solely as an archaeological resource.

Mr. Helmer expressed concern that previous studies and analyses of the Old Spanish Trail corridor were not adequately considered in the project's cultural resource analysis.

Mr. Helmer requested preparation of an EIR so that site-specific impacts could be more fully evaluated, the public could participate in the environmental review process, and potential mitigation measures could be considered.

Lynn Bolton identified herself as a resident of Lee Vining and Conservation Chair for the Range of Light Group of the Sierra Club, which covers Inyo and Mono Counties.

Ms. Bolton stated that she had been following and commenting on solar projects in the Pahrump Valley as well as other environmental issues throughout the region. She acknowledged that public meetings had been conducted in Tecopa, Shoshone, and Charleston View but stated that those communities do not represent everyone who has an interest in the Charleston View area.

Ms. Bolton stated that she had visited and photographed Charleston View and described the area as a creosote ecosystem with views of the surrounding mountains. She stated that people who do not live immediately within Charleston View may nevertheless care about the area and its environmental resources.

Ms. Bolton expressed concern regarding public access to project information. She stated that she had heard about earlier meetings concerning the project and proposed fire station but did not have documents available to review at that time. She stated that she received project materials in connection with notice of the Planning Commission meeting and had begun reviewing them.

Ms. Bolton requested that project maps identify Tecopa Road and the Old Spanish Trail so that members of the public could better understand the relationship and distance between the proposed solar facilities, the roadway, and the historic trail.

Ms. Bolton also requested that any well-used to provide project water be monitored and metered and that pumping data be reported to the Inyo County Water Department and made available to the public.

She expressed concern regarding groundwater conditions in Pahrump Valley Basin 162, stated that the basin is over drafted, and expressed concern that without metering and reporting, the public would not know the actual amount of groundwater used during construction.

Ms. Bolton also requested additional information concerning desert tortoise populations and habitat. She expressed concern that the project area functions as a wildlife corridor and that additional solar development could further restrict desert tortoise movement in conjunction with other solar projects in the Pahrump Valley.

Ms. Bolton requested more complete environmental information and stated that a fuller CEQA review would provide the public with additional information concerning the project's environmental impacts.

Following public testimony, Chair Morley requested clarification regarding the County's CEQA process, including why the project was being reviewed through an Addendum rather than a new EIR and under what circumstances additional environmental review would be required.

Robert Eckerton of HELIX Environmental Planning, the County's environmental consultant for the Bonanza Peak Solar Project, addressed the Commission.

Mr. Eckerton explained that the Charleston View Solar Energy Development Area was specifically evaluated as part of the Program Environmental Impact Report prepared for the Renewable Energy General Plan Amendment. He explained that CEQA provides for tiering and streamlining from a program-level environmental document when a subsequent project is consistent with the program previously evaluated.

Mr. Eckerton explained that the project-specific Addendum compares the Bonanza Peak Solar Project with the impacts and mitigation measures analyzed in the REGPA Program EIR. He stated that the analysis examines whether the project would result in a new impact, substantially increase a previously identified impact, or require mitigation not contemplated by the Program EIR.

Mr. Eckerton stated that if the site-specific analysis identified an impact outside the environmental envelope evaluated by the REGPA Program EIR, the County could not continue processing the project through an Addendum and a higher level of environmental review, such as a subsequent or focused EIR, would be required.

Mr. Eckerton stated that site-specific technical analysis had been conducted for the environmental topic areas addressed by the REGPA Program EIR and that the Addendum was supported by numerous technical studies. He stated that the County's preliminary determination was that the Bonanza Peak Solar Project fits within the environmental impact envelope previously evaluated by the REGPA Program EIR and that further CEQA analysis was therefore not required.

Staff stated that the Addendum and supporting technical studies were available on the County's website.

Chair Morley asked whether the explanation addressed the questions raised concerning the CEQA process.

Following the discussion, Chair Morley asked whether any additional members of the public wished to comment. No additional comments were received.

Chair Morley closed the public hearing.

Chair Morley stated that the Planning Commission would not take action on the REDAs because the hearing was informational. She stated that the Commission had received the public testimony and written comments and that the comments would be forwarded to the Board of Supervisors.

Staff reiterated that the Board of Supervisors hearing was tentatively scheduled for October 27, 2026, in Tecopa and encouraged members of the public to submit comments in writing and participate in the Board hearing.

A member of the public asked whether another hearing would occur before the October 27 Board hearing. Staff explained that the Planning Commission hearing was the Commission-level informational hearing and that the next scheduled public hearing would be before the Board of Supervisors. Staff clarified that written comments could continue to be submitted prior to the Board hearing.

No action was taken by the Planning Commission on Item 6.

ITEM 7: ZONE TEXT AMENDMENT 2026-02

Planning Director Cathreen Richards introduced the item and clarified for the record that the Zone Text Amendment had incorrectly been identified as 2026-01 and should be identified as Zone Text Amendment 2026-02.

Ms. Richards explained that during review of the Bonanza Peak Solar Project, Planning identified ambiguity in Inyo County Code Section 21.20.020 regarding the types of development standards that may be modified for renewable energy projects.

Ms. Richards stated that the existing section contains a list of standards that may be modified but does not clearly identify setbacks. Staff explained that the ambiguity became relevant to the Bonanza Peak project because the project encompasses numerous individual parcels. Application of a 50-foot setback to each side of every internal parcel boundary could result in approximately 100 feet of separation between solar facilities located on adjoining parcels.

Ms. Richards explained that the proposed amendment would remove the existing itemized list and clarify that the Planning Commission and Board of Supervisors may establish project-specific development standards and mitigation measures determined appropriate for a renewable energy project. Standards not specifically modified would continue to be governed by Title 18.

Commissioners discussed maintaining setbacks around the exterior project perimeter while allowing flexibility along internal parcel boundaries. Staff stated that the Bonanza Peak project would retain the applicable exterior setback and that the issue primarily involved internal parcel boundaries.

Ms. Richards explained that the amendment was intended to clarify existing authority and provide greater flexibility to address renewable energy projects on a case-by-case basis.

Chair Morley opened the public hearing.

No public comments were received.

Chair Morley closed the public hearing and returned the item to the Commission.

Commissioner Vogel moved to recommend that the Board of Supervisors approve Zone Text Amendment 2026-02 and adopt the associated ordinance based upon the findings contained in the staff report. Commissioner Peek seconded the motion.

Chair Morley called for a roll-call vote. The motion carried 4-0, with one Commissioner absent.

ITEM 8. COMMISSIONERS' REPORT/COMMENTS

Commissioners discussed opportunities for Planning Commissioner training and attendance at planning-related conferences.
Discussion included prior training experiences and whether future County budgets could include funding specifically for Commissioner training or conference attendance. Commissioners noted that training could be particularly beneficial to newly appointed Commissioners in understanding their roles and responsibilities.

No action was taken.

ITEM 9. DIRECTOR'S REPORT

Planning Director Cathreen Richards discussed scheduling the next Planning Commission meeting in consideration of the October 27, 2026 Board of Supervisors meeting in Tecopa and County Counsel availability.

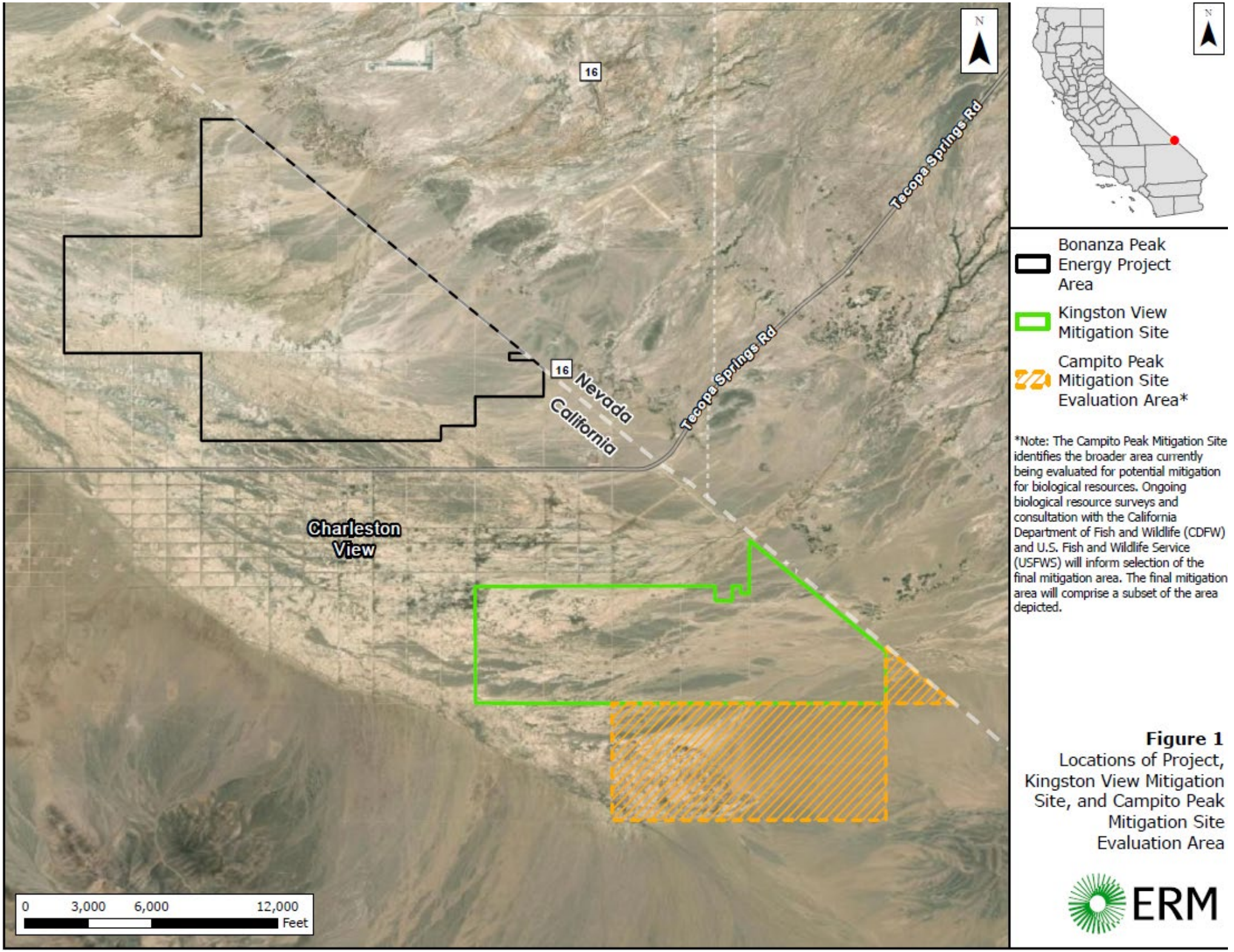
Ms. Richards and the Commission discussed retaining the regularly scheduled October 28, 2026 meeting date but changing the meeting time from 10:00 a.m. to 2:00 p.m.
The next Planning Commission meeting was scheduled for October 28, 2026, at 2:00 p.m., subject to confirmation of County Counsel availability.

ADJOURNMENT

Commissioner Peek moved to adjourn the meeting. Commissioner Vogel seconded the motion. The motion carried 4-0, with One Commissioner absent.

Chair Morley adjourned the meeting at 11:45 a.m.

Prepared by:
Ryan Standridge
Planning Department



Bonanza Peak Energy Project Area

Kingston View Mitigation Site

Campito Peak Mitigation Site Evaluation Area*

*Note: The Campito Peak Mitigation Site identifies the broader area currently being evaluated for potential mitigation for biological resources. Ongoing biological resource surveys and consultation with the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) will inform selection of the final mitigation area. The final mitigation area will comprise a subset of the area depicted.

Figure 1
Locations of Project, Kingston View Mitigation Site, and Campito Peak Mitigation Site Evaluation Area

ERM

KimaniBrooks
CONSULTING, INC

Hydrographic Basin Summary and Groundwater Monitoring Plan

Bonanza Peak Solar Project
Pahrump Valley Groundwater Basin
East Inyo County, California



Prepared for
Bonanza Peak Solar, LLC
400 Spectrum Center Drive, Suite 1400
Irvine, CA 92618

Prepared by
KimaniBrooks Consulting, Inc.
9217 Whitekirk Place
Las Vegas, Nevada 89145

November 4, 2026

1. PROJECT BACKGROUND

Bonanza Peak Solar, LLC, a subsidiary of Hanwha Renewables has proposed to construct, operate, and decommission an up to 500-megawatt photovoltaic (PV) solar energy generating facility and associated infrastructure in southeastern Inyo County, California. The Bonanza Peak Solar Project (Project) is proposed on no more than 2,400 acres of private land situated adjacent to the Nevada-California border in southeastern Inyo County. The Project is located in the Charleston View Solar Energy Development Area (SEDA) in southeastern Inyo County, adjacent to the Nevada state line just north of Old Spanish Trail Highway (**Figures 1 and 2**).

The Project also includes approximately 2,400 acres of contiguous land as proposed groundwater mitigation areas. This land consists of the entire approximately 1,859-acre Kingston View site and approximately 600 acres to be selected from the approximately 2,000-acre Campito Peak Mitigation Site Evaluation Area. The final Campito Peak mitigation area is currently being evaluated and will be selected based on biological-resource value and other relevant considerations. The Kingston View and the final Campito Peak mitigation areas would form contiguous mitigation properties located south of, lateral to, and slightly up-gradient from the Project within the same flow path of the Project site. The final mitigation properties would be deed restricted to prohibit groundwater pumping except as required for mitigation activities. **Figure 3** presents the Project Area and mitigation areas.

2. REGIONAL HYDROGEOLOGIC CONDITIONS

The Project site is located in the Pahrump Valley Groundwater Basin (CA Basin 28-6), which is comprised of approximately 93,100 acres located in southeastern Inyo County and part of San Bernadino County, California (CDWR, 1964) (**Figure 4**). The east and northeast boundary of this basin is defined by the California-Nevada state border.

Although the California-Nevada state line defines the basin to the northeast, it is commonly believed that a portion of the lower Pahrump Valley, a Nevada hydrographic basin (NV Basin 162) communicates hydraulically with CA Basin 28-6 via inter-basin flow. This may be significant, as NV Basin 162 is primarily charged by precipitation in the Spring Mountain Range to the northeast of the Project site. According to hydrogeologic mapping by the USGS, approximately 18,000 AFY leaves NV Basin 162 as inter-basin subsurface groundwater flow moving westward into California recharging CA Basin 28-6 up-gradient of Shoshone and Tecopa (Harrill, 1982). Additional replenishment to CA Basin 28-6 occurs by the percolation of surface runoff through alluvial fan deposits at the base of the Nopah and Kingston ranges.

Basin wide groundwater levels have remained relatively unchanged or declined slightly from 1956 through 2001 (CDWR, 2004). The groundwater in CA Basin 28-6 is exploited primarily for the following low-density uses; agricultural, domestic/municipal, recreational, and wildlife support.

2.1. Recent Water Use

As a significant portion of recharge to the CA Basin 28-6 originates in NV Basin 162 via inter-basin flow, accurately tracking water development and use can be troublesome. However, a general understanding of changes in water use can be developed based on available California and Nevada state records.

According to the Nye County Water Management Plan (Buqo, 2004), Pahrump Valley (Nevada Basin 162) has a perennial yield of approximately 20,000 acre-feet, but the basin is over-appropriated. However, the majority of water rights have not historically been exercised, resulting in a 2015 cumulative reported pumpage of 16,085 acre-feet (NDWR, 2016), for a surplus of approximately 3,915 AFY. In support of this premise, groundwater levels in the Project area have remained fairly constant over the past decade

2.2. Local Hydrogeologic Conditions

The alluvial aquifers are recharged locally by precipitation and run-off at the base of the Spring Mountains to the east, and the Nopah and Kingston Ranges to the west. The Spring Mountains reach approximately 11,900 feet above mean sea level (AMSL) and receive an average annual precipitation of approximately 23 inches plus 97 inches of annual snowfall (DRI, 2016). The Kingston Range reaches approximately 7,300 feet AMSL and receive approximately 4 to 8 inches of annual precipitation (CDWR, 2004). The Nopah Range reaches approximately 6,400 feet and receives approximately 3 to 5 inches of annual precipitation, with minimal snowfall (USDA, 2015). These two ranges account for the majority of local recharge to the alluvial aquifers on the California portion of the Pahrump Basin (CDWR, 1964).

According to CDWR online records, there are 34 registered wells in CA Basin 28-6, 29 are registered for domestic use and the remaining 5 are for monitoring purposes at the Project Area. Of the 29 domestic wells, 17 are in Stewart Valley in the northern portion of the basin, and the remaining 12 are located to the south and west of the Project Area. These wells would be expected to conservatively produce less than 29 AFY. Based on our research of public records, the basin's perennial yield has not been estimated. However, subsurface inflow is estimated to be approximately 18,000 AFY from Pahrump Basin (Harrill, 1982). This groundwater inflow (inter-basin flow) has been inferred based on:

1. The monotonic southwestward slope of the water table under Pahrump Valley toward the northern Nopah Range;
2. The absence of significant discharge from springs or playas in the southwestern part of the Pahrump Valley; and
3. The presence of presumably permeable Paleozoic carbonate rocks in the Nopah and Resting Spring Ranges to the west of Pahrump Valley (Malmberg, 1967; Harrill, 1986).

The elevation across the Project ranges from approximately 2,680 to 2,580 feet AMSL, grading downward in an approximate easterly direction. The Stateline Fault Zone, shown on **Figure 4**, which generally runs along the northwest to southeast state border, acts as an intermittent low-permeability groundwater barrier that disrupts local flow resulting in shallow water

elevation on the northeast side relative to deeper water elevation on the southwest side (i.e., where the Project is located). While not a true hydraulic barrier, it does create a mounding effect where present that may govern or buffer local groundwater elevation changes along the state line.

Water levels measured in Project site wells (Orchard Well and Well 3B, see **Figures 6 and 7**) between 2012 and 2026 varied slightly, but showed no discernable trend. The measured depths to static groundwater in the Orchard Well ranged from 108 to 110 feet below grade. The measured depths to static groundwater in Well 3B ranged from 129 to 133 feet below grade. These wells represent only a small sampling of wells over a relatively short time interval, but their trends are consistent with one another. Stable groundwater levels over time would indicate a relatively balanced basin groundwater budget. These wells are proposed for continued monitoring throughout Project construction.

2.3. Local Hydrogeologic Studies

In 2012, Cardno ENTRIX performed a long-term aquifer test using Well 3B located near the southern Project boundary. Well 3B was tested for 14 days at a constant rate of approximately 45 gpm. This flow rate resulted in a water drawdown of approximately 214 feet in the well, for a specific yield of approximately 0.21 gallons per minute per foot of drawdown. Per the testing report, the long-term constant rate test "provided reliable measurements of the aquifer properties at the project site." Additionally, the report states that "off-site water level drawdowns are not expected to occur and therefore there won't be project-associated drawdown caused by either the nearby private domestic well or at Stump Spring." KimaniBrooks reviewed the Cardno ENTRIX report and determined that Well 3B functioned properly during testing and based on its relatively recent construction did not require rehabilitation.

The Biological Resources Technical Report (Appendix G to the Addendum) describes natural resources surveys performed for the Project, including surface hydrology and vegetation surveys. These surveys identified several ephemeral washes across the Project Area, but they identified no phreatophyte vegetation within the Project Area or on adjacent lands. The nearest phreatophyte vegetation relative to the Project Area is approximately 14 miles to the southwest past Tecopa and Shoshone in the California Basin.

The October 19, 2026, a Water Supply Assessment performed by ERM (Appendix N to the Addendum) concluded that the groundwater basin contains sufficient water to sustain the Project, and the Project will have minimal impact on the long-term groundwater basin supply or groundwater-dependent surface water features. Specifically, the ERM study found that proposed Project withdrawals during construction of a maximum of 729 AFY represented approximately 8.2% of the lowest data point of estimated local recharge and inflow of 8,872 AFY. No information obtained since the date of that report, including the analysis in this technical memorandum, undermine this previously performed analysis.

In July 2026, yield testing was performed by KimaniBrooks Consulting on the Orchard Well. The Orchard Well was rehabilitated and then yield tested at approximately 100 gpm for approximately 6 hours at which point the resulting groundwater drawdown was measured at approximately 99.4 feet in the well, for a specific yield of approximately 1 gallon per minute per foot of drawdown. Factors that may have influenced the differences in the two well yields may be that the Orchard Well is constructed as a 20-inch diameter by 800-foot well, whereas Well 3B is only an 8-inch diameter by 400-foot well.

Based on the test results, KimaniBrooks projected that the Orchard Well may be capable of a sustained yield of 200 gpm. Well 3B may be able to sustain a yield of 50 gpm if managed properly. However, these two on-site wells are the closest in proximity to local residential wells in the community of Charleston View. As the Cardno ENTRIX drawdown modeling predicted no off-site drawdown from the less efficient Well 3B, then pumping at 200 gpm from the more efficient Orchard Well would not be expected to affect the closest off-site residential wells. Regardless of this assertion, the Project proponent has opted to drill and construct a new water well at a more distant location from the nearby residential wells, as depicted on **Figure 5**. The location of the proposed new well is approximately 1.7 miles from the closest existing off-site residential wells, further reducing the chance of local impacts to groundwater levels or private water supply.

3. ANTICIPATED PROJECT WATER USE AND POTENTIAL IMPACTS

Construction of the Project would be accomplished by multiple construction crews specializing in various construction trades. The overall construction period is estimated to be approximately 18 months and may occur over two phases. Construction would be initiated as soon as June 2027. Construction would occur Monday through Friday, 7:00 am to 6:00 pm, unless project schedule demands require a temporary extension of those hours.

During construction, it is conservatively assumed that 0.3 af will be required for each acre of ground-disturbing activity annually; it is also conservatively assumed that ground disturbance could span up to 2,430 acres.[1] A maximum expected annual water demand of 729 AFY is projected, for a total of 1,094 acre-feet over the 18-month construction phase. This is a very conservative estimate that assumes water application on a 24-hour, seven-day (24/7) basis. While 11-hour workdays are planned, the 24-hour estimate is used as a contingency, should work progress fail to keep pace with the Project schedule. During operation of the Project, an estimated 0.014 AFY is projected, for a total of 0.68 acre-feet for the 48.5-years the Project is in use; this is equivalent to a single residence. During decommissioning of the Project, an estimated 729 AFY is projected for a maximum 12-month period. This too is based on a 24/7 work schedule, as opposed to an 11-hour work schedule. Based on these estimates, total life-of-project water demand is approximately 1,824 AF.

The relatively short period of pumping during construction is not expected to result in long-term groundwater declines in the basin. The Cardno ENTRIX 2012 study showed that drawdown

[1] Refer to the Water Supply Assessment for the Bonanza Peak Energy Project, prepared by ERM, for more details.

created during the long-term pumping from Well 3B did not extend off of the Project site, and that the local aquifer rebounded quickly following cessation of pumping. Furthermore, pumping levels measured during the Orchard Well yield test indicated a lower draw-down level despite a higher pumping flow rate, indicating a higher local permeability than the Well 3B area. Aquifers with high permeabilities tend to be less susceptible to impacts from long-term pumping. Additionally, the proposed new well will be located approximately 1.75 miles further to the north than Well 3B.

In summary, recent water use trends and monitoring data indicate that the local alluvial aquifer in the Project area appears to have remained relatively stable over the past decade. The majority of the demand is short term during the construction and decommissioning periods, which are expected to result in a temporary and localized effect on the aquifer. The groundwater basin contains sufficient water to sustain the Project, and the Project will have minimal impact on the long-term groundwater basin supply. The adjacent lands are mostly undeveloped, with sparsely located residences operating private wells or hauling water manually. Testing indicates that groundwater pumping induced drawdown during project development and operation is not expected to extend off of the Project Area (Cardno, 2014) and therefore is unlikely to impact vegetation or springs. Based on the available data including recent studies, the five existing private residential wells located near to the southern Project Area boundary are not expected to be impacted by the construction and operation of the proposed Project.

4. PRE-EMPTIVE MITIGATION MEASURES

Regardless of the hydrogeologic conditions described in the previous sections, the project proponent proposes to take a cautious approach to the construction and operation of the Project. The following sections describe measures to be taken to preclude possible impacts to the local aquifer.

4.1. Proposed Groundwater Monitoring Plan

Construction of the Project is expected to take approximately 18 months to complete. This section describes a proposed groundwater monitoring plan designed to ensure that construction, operation, and decommissioning of the Project will not negatively impact local wells or the aquifer as a whole. This plan will be reviewed and revised upon consultation with Inyo County, and will be finalized prior to issuance of a building permit.

There are five off-site, private water supply wells located primarily to the south of the Project site. Two of these wells are located within 200 feet of the Project Area's southern boundary. These two wells are recommended for monitoring, should their owners volunteer to participate. It should be noted that MWs are located between the supplemental supply wells and the nearest off-site wells.

Four existing water supply wells are currently present on the Project site; designated on **Figure 2** as Well 6, Well 2, Well 3B, and Orchard Well. Two of these wells (Well 6 and Well 2) were found to have partially silted and are therefore not of use for production purposes. They do, however, have sufficient water columns that they could be useful in this Plan for monitoring

groundwater elevations throughout the early portions of the Project. Well 3B and the Orchard Well are planned to be used as supplemental supply wells if necessary during construction of the Project.

Several groundwater monitoring wells (MWs) are located near the southeast and southwest portion of the Project site. Two MWs (MW-1 and MW-2) are located near the Orchard Well, and four MWs are located near Well 3B. These MWs are proposed for use in monitoring local groundwater elevation during this Plan. The spatial geometry of Well 6, Well 2, and the MWs should provide sufficient water level data to confidently plot any pumping induced drawdown from the proposed new well and from the two supplemental wells (Well 3B and the Orchard Well) should they be needed. As presented in **Figure 5**, Well 6 and Well 2, along with MW-6, will monitor the potential effects caused by drilling, testing, and long-term operation of the proposed new well. Should the Orchard Well be put into use during construction, MW-1 and MW-2 should provide adequate monitoring data to act as early warning points between the Orchard Well and the nearest private residential well, (DW-3), as shown on **Figure 6**. Additionally, MW-3, MW-4, and MW-5 would act as early warning points around Well 3B and its nearest private well (DW-4) as presented in **Figure 7**.

4.1.1. Groundwater Monitoring Plan Details

KimaniBrooks prepared a preliminary design specification for the proposed new well, as follows:

Depth:	615 feet below grade;
Borehole Diameter:	20-inch nominal;
Well Casing Diameter:	16-inch; and
Static Depth to Water:	Estimated 130 feet below grade.

The Groundwater Monitoring Plan will be implemented to coincide with the drilling, construction, and testing of the proposed new well. The general scope of this Groundwater Monitoring Plan will involve the following main tasks:

1. Approximately one month prior to drilling the new water supply well, dedicated pressure transducers will be deployed into Well 6, Well 2, and MW-6 (**Figure 5**). The transducers will be programmed to measure the water level on a daily basis throughout the duration of drilling, construction, and testing of the new supply well. Water level data will be downloaded on a weekly basis, tabulated, and graphically plotted as hydrographs to visually observe apparent trends.
2. Solicit participants for the off-site private well monitoring program. Ideally, the owners of DW-2, DW-4, and DW-5 will opt into the monitoring program (**Figure 2**). The water levels in these wells should be manually measured on a weekly basis for one month, followed by a monthly basis thereafter until approximately one-month following cessation of construction water use at the Project site. Resulting data will be tabulated, graphically plotted, and analyzed as accumulated and presented as a monthly deliverable.
3. In unison with the off-site private monitoring program, the following wells will be manually monitored: Orchard Well, MW-1, MW-2, Well 3B, MW-3, MW-4, and MW-5 (**Figure**

6 and 7). The water levels in these wells will be manually measured on a weekly basis for one month, followed by a monthly basis thereafter until approximately one-month following cessation of construction water use at the Project site. Resulting data will be tabulated, graphically plotted, and analyzed as accumulated and presented as a monthly deliverable.

4. Following completion of the groundwater monitoring programs, all data will be tabulated and graphically plotted on well-specific hydrographs. The data and hydrographs will be documented in a summary report and shared with participants in the voluntary groundwater monitoring program.

In addition to the tasks listed above, nearby meteorologic stations will be monitored in real-time and compared to historic data. If conditions indicate pending or current drought conditions, then alternative water supply options would be considered.

4.1.2. Water Well Contingency Planning

It is expected that the proposed new well will provide the majority of water during project construction. Well 6 and Well 2 will be the primary monitoring wells, with MW-6 as the secondary southern monitor.

In the event that the new well cannot meet demand, the Orchard Well and/or Well 3B will be activated to provide the make-up water. Monitoring wells MW-1 and MW-2 would be the primary monitoring wells between Orchard Well and off-site private well DW-2. Should Well 3B be put into production, MW-3, MW-4, and MW-5 would be the primary monitoring wells between Well 3B and off-site private well DW-4.

In the event that pumping induced drawdown is detected in any of the primary monitoring wells, as determined by a drop in water levels equal to or greater than two standard deviations from the cumulative statistical norm, the water levels in each of the participating off-site private wells will be manually measured to confirm/refute that they too have been impacted. The resulting water level readings will be immediately analyzed and reported to the project proponent and construction superintendent. Options to reduce the flow of one or more wells may necessitate one or more of the following:

1. Temporarily and/or intermittently cease pumping from the well nearest to the impacted off-site well to allow the local water table to recover.
2. Pause water-intensive activities long enough for the on-site water reservoir(s) to be refilled to full capacity from the distant one or two available wells (such as overnight or on weekends).

It is anticipated that two temporary water storage ponds would be utilized to support construction water needs. Each construction water storage pond would hold approximately 100,000 gallons, would be lined with a plastic and/or rubber liner, and would have a slight pitch to the corner closest to the transfer pump. Ponds would be filled as necessary from a Project well according to water demands.

4.1.3. Groundwater Monitoring Plan Summary

This plan assumes that an adaptive management approach would need to be used to address unforeseen conditions. This draft groundwater monitoring plan would remain open to revisions until the site-specific hydrogeologic conditions are better understood.

4.2. Water Management Plan

In addition to the groundwater monitoring plan described above, the Project will employ best management practices (BMPs), construction planning, and the scheduling of earthwork to minimize the volume of water needed on a daily basis.

The majority of water use will be for dust control in disturbed areas. In order to reduce the volume of water used, a low-water construction dust control plan will be employed that relies on physical surface covers such as gravel, speed reductions, and targeted application methods to meet emissions standards while conserving water. Dust palliatives could also be used. The following subsections describe some of the BMPs proposed for the Project.

4.2.1. Phased Clearing

The construction approach will involve the phased clearing and grading of only the immediate footprint required for daily operations, while leaving the rest of the site in its natural, stabilized state until necessary. In order to minimize the volume of water needed for dust control, each completed phase would be stabilized before progressing to the next phase.

4.2.2. Water Run-off Minimization

Drainage channels will be designed to convey surface water from the site without contributing to on- or off-site flooding and/or erosion. Twenty-one unlined sediment (stormwater) control basins totaling approximately 20 acres would be graded and cleared along the Project western boundary to capture stormwater and sediment leaving the site. These basins would minimize off-site erosion and help facilitate the return of water to the subsurface via percolation.

4.2.3. Clearing and Grading

Site preparation of vegetated areas would involve minimal cutting, leaving part of the shrub and the root structure intact to minimize soil disturbance and reduce potential impacts to desert tortoise habitat, if present. Details pertaining to vegetation management during construction will be included in the Project's Vegetation Management Plan.

Minimal grading would occur within the Project Area, primarily at the substation and O&M building site, plus the interior Project roads along electrical collection line corridors. These areas would account for approximately 3 percent of the total 2,400-acre Developable Area (69 acres). When combined with the 20 acres of grading for the proposed unlined sediment (stormwater) control basins (see Section 4.2.2 above), the total area to be graded is 89 acres.

Areas that have been temporarily disturbed by grading or other earthmoving activities would be restored to the preconstruction contours of the land to the extent possible and consistent with future operating needs. Work may consist of re-contouring areas, establishing vegetation, and applying mulch to provide additional erosion control.

4.2.4. Enhanced Groundwater Recharge Capacity

Construction plans will be designed to reduce the area of on-site impervious surface where appropriate, through increased use of surfacing materials such as gravel or pervious pavement; and use facilities such as retention/percolation basins and unlined drainage facilities to increase local infiltration and groundwater recharge.

4.2.5. Post-Construction Revegetation

Areas that have been temporarily disturbed by grading or other earthmoving activities would be restored to the preconstruction contours of the land to the extent possible and consistent with future operating needs. Work may consist of re-contouring areas, establishing vegetation, and applying mulch to provide additional erosion control.

References:

Buqo, Thomas, *Nye County Water Resources Plan*. August 2004

Burbey, T.J. The influence of faults in basin-fill deposits on land subsidence, Las Vegas Valley, Nevada, USA. *Hydrogeology Journal* **10**, 525–538 (2002). https://doi.org/10.1007/s10040-002-0215-7

California Department of Water Resources (CDWR), *Ground Water Occurrence and Quality Lahontan Region*, Bulletin 106-1, 1964

California Department of Water Resources, California's Groundwater, Bulletin 118, *South Lahontan Hydrologic Region, Middle Amargosa Valley Groundwater Basin,* February 27, 2004

Cardno ENTRIX, *Long-Term Aquifer Performance Test Report 2, Hidden Hills Solar Electric Generating System Site*, 2012

Desert Research Institute (DRI), Mt. Charleston Field Station, Nevada 265400, https://wrcc-archive.dri.edu/, accessed October 15, 2026

ERM, Hydrology and Water Quality Assessment, Bonanza Peak Energy Project, Prepared for Bonanza Peak Solar, LLC, October 19, 2026

ERM, Water Supply Assessment, Bonanza Peak Energy Project, Prepared for Bonanza Peak Solar, LLC, October 19, 2026

Harrill, James, R., *Ground-water storage depletion in Pahrump Valley, Nevada-California, 1962-75*, Open-File Report 81-635, prepared in cooperation with the Nevada Division of Water Resources, 1982

Nevada Division of Water Resources (NDWR), Basin Pumping Inventories, https://tools.water.nv.gov/PumpageInventoryFiles.aspx

United States Geological Survey (USGS), *Groundwater Characterization and Effects of Pumping in the Death Valley Regional Groundwater Flow System, Nevada and California, with Special Reference to Devils Hole,* Professional Paper 1863, 2020

USGS, Chapter K. Mineral Resource Potential of the Stump Spring Area of Critical Environmental Concern, Clark County, Nevada, Scientific Investigations Report 2006-5197, 2006

USGS, Scientific Investigation Report 2015-5175, *Delineation of the Pahute Mesa–Oasis Valley Groundwater Basin, Nevada, 2015*

Workman, J.B., et al, 2008, Geologic map of the Hidden Hills Ranch Quadrangle, Clark County, Nevada: U.S. Geological Survey Scientific Investigations Map 3033, 1 Plate: 50.00 x 31.00 inches



FIGURE 1 - PROJECT LOCATION

Groundwater Monitoring Plan
Bonanza Peak Solar Project
Inyo County, California

KimaniBrooks CONSULTING, INC

20251107 | November 2026

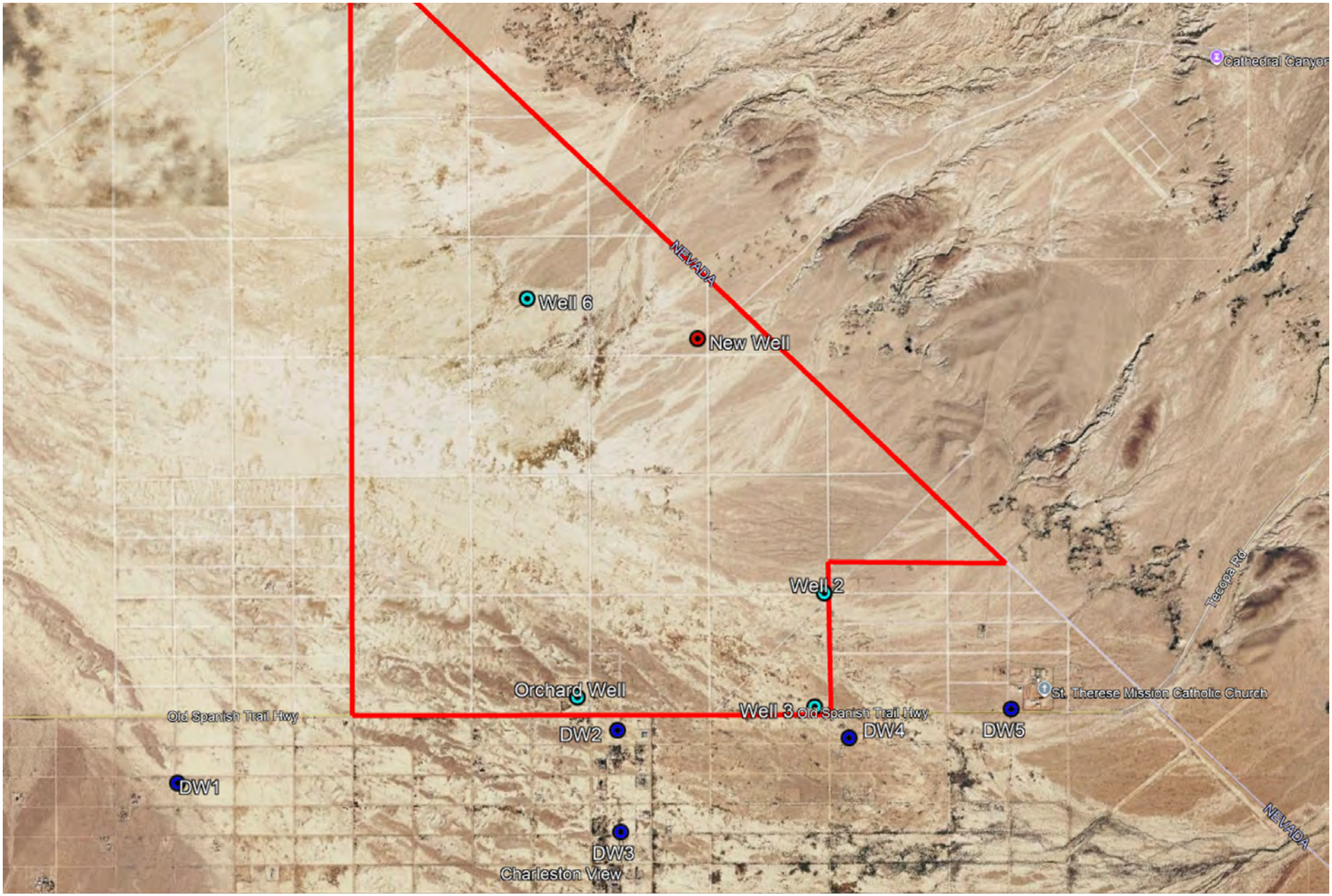


FIGURE 2 – PROJECT AREA

Groundwater Monitoring Plan
Bonanza Peak Solar Project
Inyo County, California

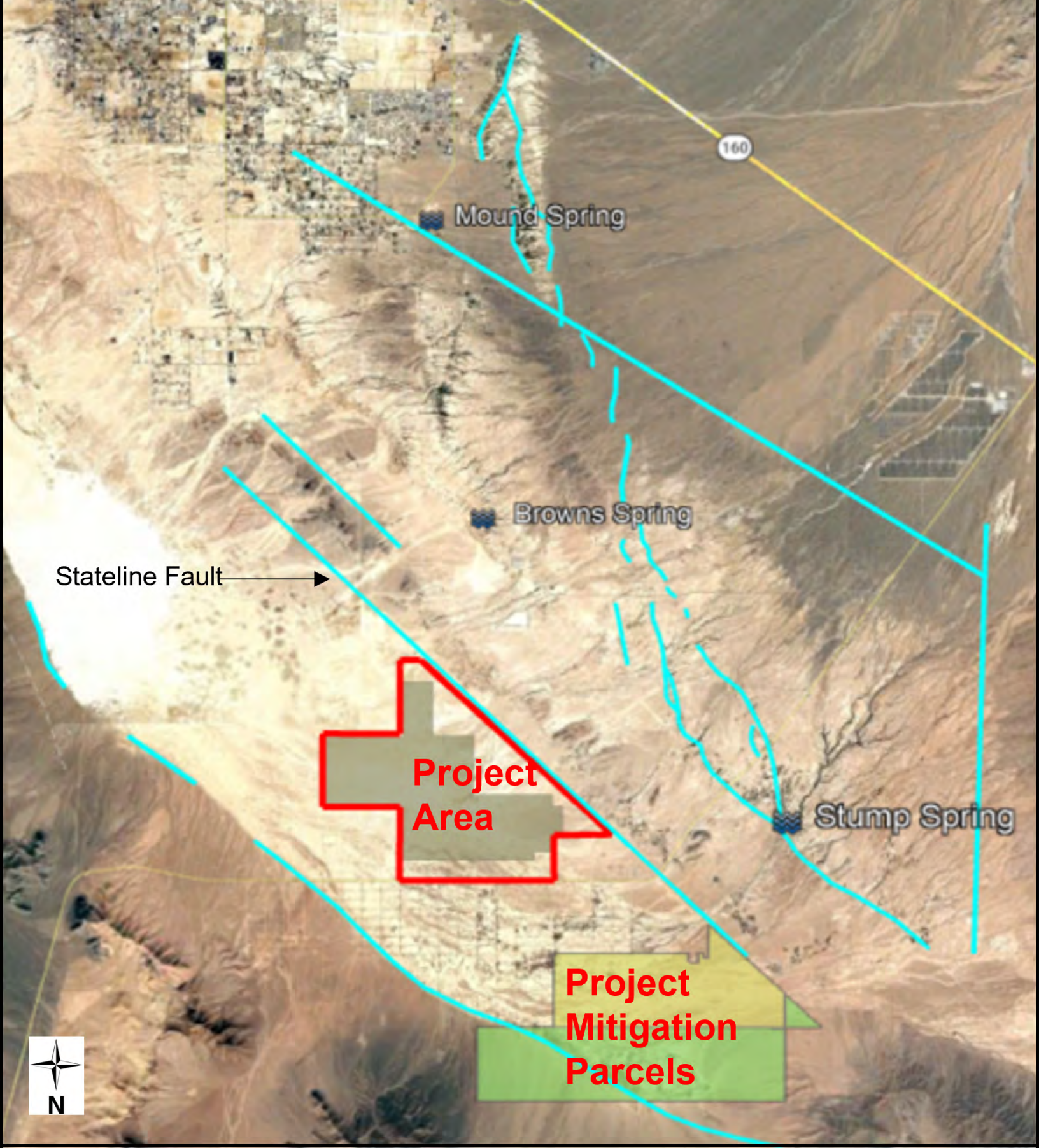


FIGURE 3 – PAHRUMP VALLEY FAULT ZONE

Groundwater Monitoring Plan
Bonanza Peak Solar Project
Inyo County, California

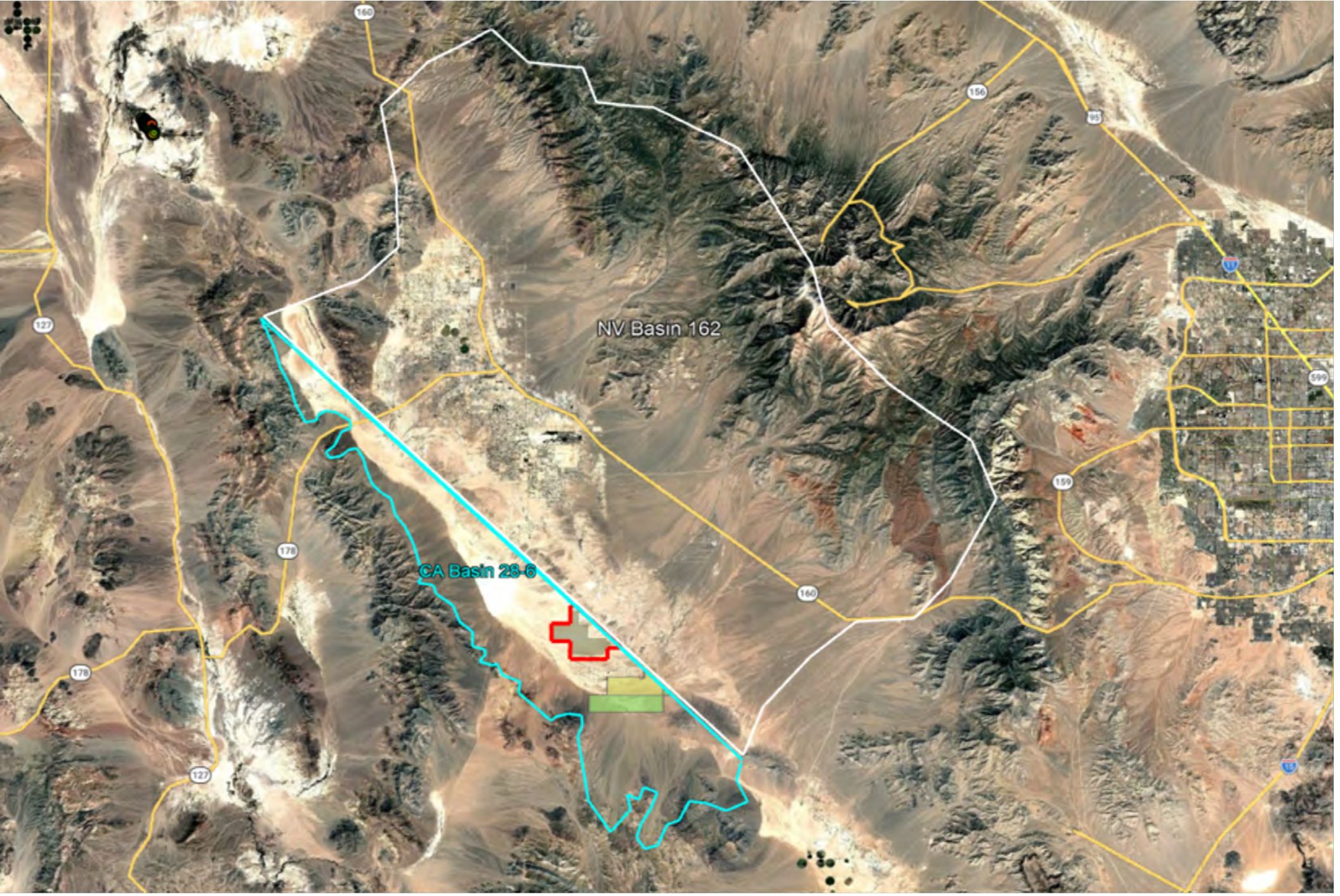


FIGURE 4 – BASIN BOUNDARIES

Groundwater Monitoring Plan
Bonanza Peak Solar Project
Inyo County, California



FIGURE 5 – NEW WELL MONITORING

Phase I Environmental Assessment
Golden Triangle Logistics Center
North Las Vegas, Nevada



FIGURE 6 – ORCHARD WELL MONITORING

Phase I Environmental Assessment
Golden Triangle Logistics Center
North Las Vegas, Nevada



FIGURE 7 –WELL 3B MONITORING

Phase I Environmental Assessment
Golden Triangle Logistics Center
North Las Vegas, Nevada

Decommissioning and Reclamation Plan

Bonanza Peak Energy Project

Inyo County, California

Prepared for:
Bonanza Peak Solar, LLC

Prepared by:
Stantec Consulting Services Inc.

Date:
October 8, 2026

Project/File:
185706575



Stantec

Revision Record

Revision	Description	Author(s)	Date	Quality Check	Date	Independent Review	Date
1	Updated based on Inyo County comments	Dannique Aalbu	September 2026	Dale Watson	September 2026	Logan Cullums	September 2026

Disclaimer

The conclusions in the Report titled Preliminary Reclamation Plan are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

Stantec has assumed all information received from Bonanza Peak Solar, LLC (the "Client") and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This Report is intended solely for use by the Client in accordance with Stantec's contract with the Client. While the Report may be provided by the Client to applicable authorities having jurisdiction and to other third parties in connection with the project, Stantec disclaims any legal duty based upon warranty, reliance or any other theory to any third party, and will not be liable to such third party for any damages or losses of any kind that may result.

Prepared by:

Signature

Bill Estenger

Printed Name

Reviewed by:



Signature

Dannique Aalbu

Printed Name

Approved by:



Signature

Dale Watson

Printed Name

Table of Contents

1.0 INTRODUCTION 1
1.1 Project Description 1
1.2 Purpose and Need 4
1.3 Facility Components 5
1.4 Triggering Events and Expected Lifetime of Project 5
1.5 Decommissioning Sequence 6

2.0 PROJECT COMPONENTS AND DECOMMISSIONING ACTIVITIES 8
2.1 Overview of Facilities 8
2.2 Solar Modules 9
2.3 Tracking System and Support 9
2.4 Inverter/Transformer Stations 9
2.5 Electrical Cabling 9
2.6 Project Substation 10
2.7 Overhead Tie-in Generation Transmission Line 10
2.8 Operations and Maintenance Facilities 10
2.9 Stormwater Infiltration Basins 10
2.10 Groundwater Wells 10
2.11 Perimeter Fencing, Site Access and Internal Roads 11

3.0 EXISTING LAND USE AND PERMIT CLOSURE COMPLIANCE 12
3.1 Existing Conditions 12
3.2 Restoration, Revegetation and Rehabilitation 14
3.3 Closure Compliance 14
3.4 Major Equipment Required for Decommissioning 14

4.0 REVEGETATION PLAN 16
4.1 Soil Preparation 16
4.2 Site Planting 16
4.3 Success Criteria 24
4.4 90-Day Establishment Period 25
4.5 Biannual Monitoring 25
4.6 Contingency Plan 25
4.7 Revegetation Expenses 26

5.0 DECOMMISSIONING COST ESTIMATE SUMMARY 27
5.1 Decommissioning Risk Over the Lifecycle of a Project 27
5.2 Decommissioning Expenses 28
5.3 Decommissioning Revenues 28
5.4 Decommissioning Cost Summary and Financial Assurance 29

6.0 REFERENCES 30

List of Figures

Figure 1. Project Vicinity 2
Figure 2. Site Layout 3

List of Tables

Table 1. Primary Components of Project to be Decommissioned 8
Table 2. Typical Access Road Construction Materials 11
Table 3. Manual of California Vegetation and Land Cover Types Mapped within the Survey Area 13
Table 4. Summary Estimate of Equipment and Labor for Decommissioning Activities 15
Table 5. 2025 Floristic Inventory in the Project Area 16
Table 6. 2025 Botanical Survey Results: Special-Status Plant Species in the Project Area 20
Table 7. Supplemental Native Annual Plant Species 21
Table 8. Estimated Watering Contingency 26
Table 9. Net Decommissioning Summary 29

Appendix

Appendix A. AZTEC/TYPSA (2026) Cost Estimate

Acronyms/Abbreviations

Acronym	Full Name
BMP	Best management practices
BLM	Bureau of Land Management
CDFA	California Department of Food and Agriculture
CDFW	California Department of Fish and Wildlife
CDNPA	California Desert Native Plants Act
COD	Commercial Operation Date
LGP	Low ground pressure
MCV	Manual of California Vegetation
MW	Megawatt
MV	Medium voltage
O&M	Operations and maintenance
OEM	Original equipment manufacturer
PPA	Power Purchase Agreements
REDA	Renewable Energy Development Agreement
REGPA	Renewable Energy Generation Plan Amendment
SEDA	Solar Energy Development Area

1.0 Introduction

1.1 Project Description

Bonanza Peak Solar, LLC, a wholly owned subsidiary of Hanwha Renewables, which is a wholly owned subsidiary of Hanwha Energy USA Holdings Corp. (Applicant) has requested a Renewable Energy Development Agreement (REDA) from Inyo County, California to construct, own, operate, and maintain a utility scale solar photovoltaic energy generating facility on private lands. The requested term for the REDA is 50 years.

The Project would be located in the Charleston View Solar Energy Development Area (SEDA) in southeastern Inyo County, adjacent to the Nevada state line approximately 0.5 mile north of Old Spanish Trail Highway (**Figure 1**).

The Project would include photovoltaic arrays, inverters and medium voltage (MV) transformers, an underground collection system, a substation, an operations and maintenance (O&M) building, internal access roads, and a generation tie-in (gen-tie) line. Within the 3,382-acre proposed Project Area (Project Area), an area of no greater than 2,400 acres would be developed, as dictated by the Inyo County Renewable Energy Generation Plan Amendment (REGPA; Inyo County 2015; **Figure 2**). The Project has a planned net generating capacity of up to 500 megawatts (MW) alternating current ($MW_{[AC]}$) and will be built as one or more phases.

An approximately 9-mile long 230-kilovolt gen-tie line would be located primarily on land managed by the US Bureau of Land Management (BLM) in Nevada; approximately 0.4 miles of the gen-tie would be in Inyo County, California. The Project would connect to the existing GridLiance 230-kilovolt Trout Canyon substation in Nevada.

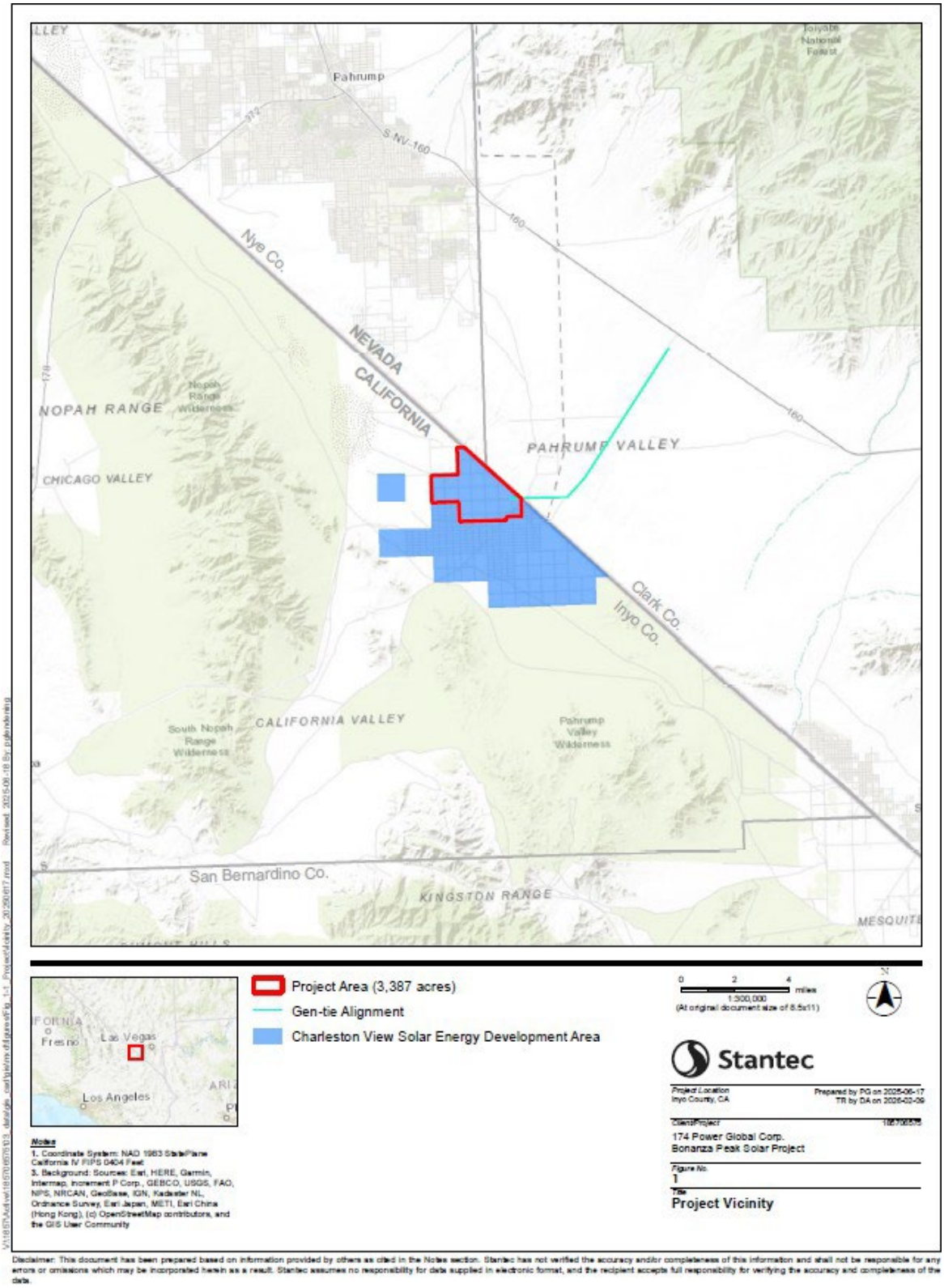


Figure 1. Project Vicinity

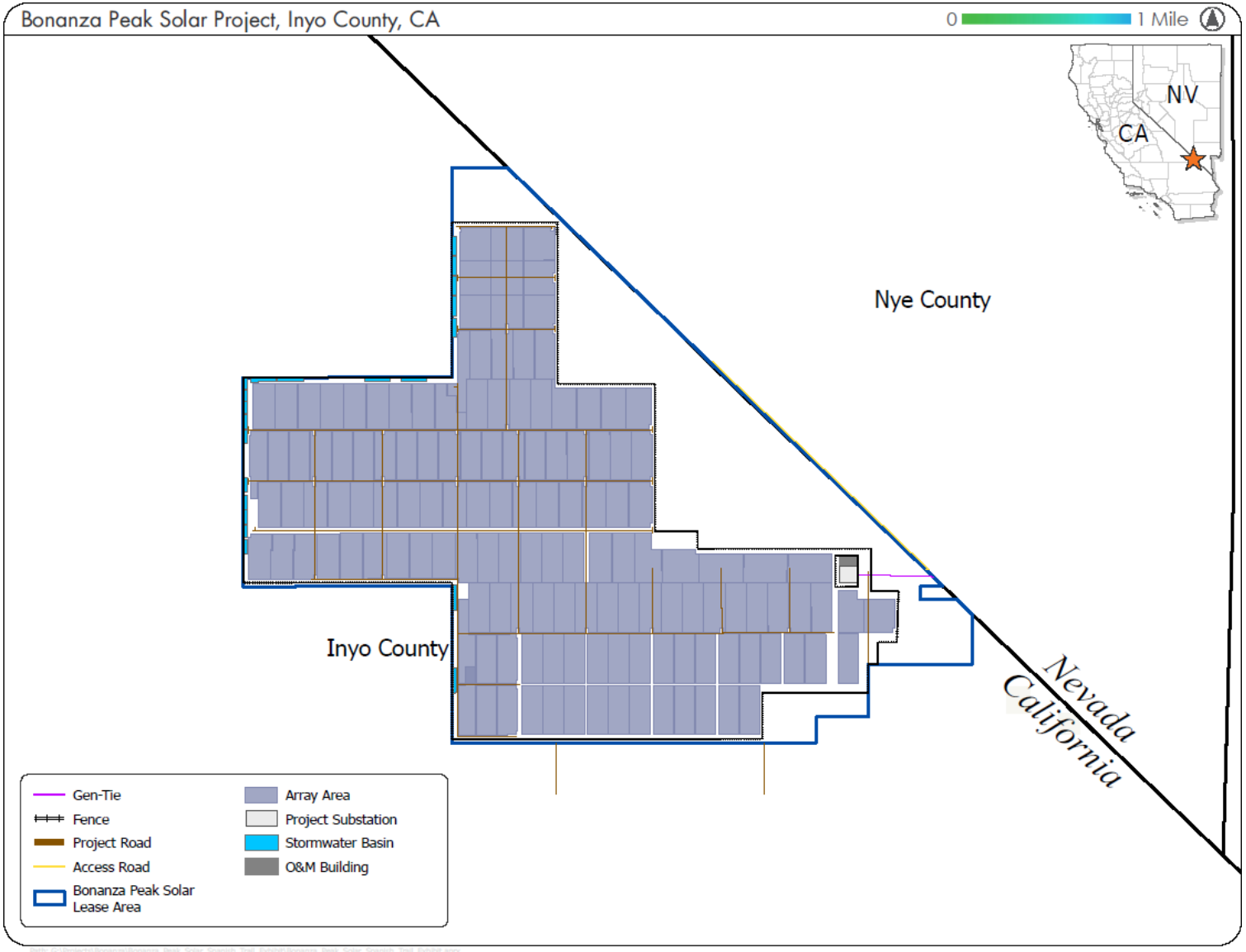


Figure 2. Site Layout

1.2 Purpose and Need

The Permit Applicant is required by Inyo County (the County), Title 21 to prepare a reclamation plan and provide financial assurances to Inyo County for any Project facilities in Inyo County as part of the entitlement process (Inyo County 2025). The following are excerpts from the relevant Title 21 sections:

Section 21.20.030 RECLAMATION PLAN: Any person who submits an application for a renewable energy impact determination or a renewable energy permit shall, at the time of the submission of the application, submit a plan for reclamation/revegetation of the site of the facility once the facility is decommissioned or otherwise ceases to be operational. The reclamation plan shall be based upon the character of the surrounding area and such characteristics of the property as type of native vegetation, soil type, habitat, climate, water resources, and the existence of public trust resources. Reclamation plans issued pursuant to this chapter shall run with the land affected thereby and shall be binding on all successors, heirs and assigns of the Applicant.

In the case of the issuance of a renewable energy impact determination, the county planning commission shall incorporate into the determination, and in the case of a renewable energy permit, shall impose as a condition of approval, a plan for the reclamation/revegetation of the site of the facility at the time that the facility is decommissioned, or otherwise ceases to be operational, and shall establish site-specific criteria for evaluating and monitoring compliance with the approved reclamation plan (Ord. 1158 § 3, 2010).

Section 21.20.040 FINANCIAL ASSURANCES: As a condition to the approval of a renewable energy permit, in order to ensure that reclamation will proceed and be accomplished in accordance with an approved reclamation plan, the county planning commission shall require financial assurances from the Applicant as provided herein:

- *A. Financial assurances may take the form of surety bonds, irrevocable letters of credit, trust funds or other mechanisms.*
- *B. Public agencies may satisfy financial assurance requirements by using "pledges of revenue" or "budget set aside" as acceptable financial assurances mechanisms.*
- *C. The financial assurances shall remain in effect for the duration of the operation and any additional period until reclamation is completed.*
- *D. Financial assurances shall be sufficient to cover the costs of fully implementing the reclamation plan.*
- *E. The financial assurances shall be made payable to Inyo County and any other affected public agency. However, if a facility has received approval of its financial assurances from a public agency other than the County, the County shall deem those financial assurances adequate for purposes of this section or shall credit them toward fulfillment of financial assurances required by this section, if they are made payable to the public agency, the County, and otherwise meet the requirements of this title.*
- *F. If a permitted facility is sold or ownership is transferred to another person, the existing financial assurances shall remain in force and shall not be released by the county until new financial assurances are secured from the new owner and have been approved by the county.*
- *G. The release of financial assurances shall be with the concurrence of all agencies named on the final drainage and hydrology report review, comments and approval financial assurance. The criteria for release of financial assurances, or part of the financial assurances, shall be made part of the reclamation plan. In no case shall the financial assurance be released until reclamation has been completed.*

H. The amount of financial assurances shall be reviewed annually, or as deemed necessary, by the county planning commission and adjusted, if required, to ensure that the assurances are sufficient to cover the costs of fully implementing the reclamation plan.

(Ord. 1158 § 3, 2010)

In response to the county's Title 21 requirements, this reclamation plan (Plan) provides a description of the decommissioning and restoration phase of the Project. The start of construction is planned for the second quarter of 2027, with a contractual commercial operation date (COD) of September 1, 2029. The decommissioning phase is assumed to include the removal of Project facilities as listed in Section 1.1 and shown in **Figure 2**.

This Plan includes an overview of the primary decommissioning activities, including the dismantling and removal of facilities, and subsequent restoration of land. A summary of estimated costs and revenues associated with decommissioning the Project is included in Appendix A.

1.3 Facility Components

The Project would include the following facility components in Inyo County:

- Solar panel modules and associated above ground cabling
- Single access tracking system (module mounting structure)
- Driven steel pile foundations
- Inverter stations with 1,500/34.5 kV MV transformers
- Below-ground electrical cabling and short-run conduits
- Perimeter fencing
- Site access and internal roads
- Stormwater basins
- Use of existing groundwater wells
- Project substation
- Overhead gen-tie transmission line
- O&M structure

1.4 Triggering Events and Expected Lifetime of Project

Project decommissioning may be triggered by an event such as:

- The end of the power purchase agreement
- The site ceases to produce energy
- The terms of the regulatory agency permits expire

If properly maintained, the expected lifetime of a utility scale solar panel is approximately 30 years with an opportunity for a project lifetime of 50 years or more with equipment replacement and repowering. Depending on market conditions and Project viability, solar arrays may be retrofitted with updated components (e.g., panels, frame, tracking system, etc.) to extend the life of a project. In the event that the modules are not retrofitted, or at the end of the Project's useful life, the panels and associated components will be decommissioned and removed from the Project Area and the Project Area will be

restored in accordance with this Plan or an updated decommissioning plan agreed to between the Project and applicable regulatory bodies at the time of decommissioning.

Components of the solar facilities that have resale value may be sold in the wholesale market. Components with no wholesale value will be salvaged and sold as scrap for recycling or disposed of at an approved offsite licensed solid waste disposal facility.

The value of the individual components of the solar facility will vary with time. In general, the highest component value would be expected at the time of construction with declining value over the life of the Project. Over most of the life of the Project, components such as the solar panels could be sold in the wholesale market for reuse or refurbishment. As efficiency and power production of the panels decrease due to aging and/or weathering, the resale value will decline accordingly. Secondary markets for used solar components include other utility scale solar facilities with similar designs that may require replacement equipment due to damage or normal wear over time; or other buyers (e.g., developers, consumers) that are willing to accept a slightly lower power output in return for a significantly lower price point when compared to new equipment.

Components of the solar facility that have resale value may be sold in the wholesale market. Components with no wholesale value will be salvaged and sold as scrap for recycling or disposed of at an approved offsite licensed solid waste disposal facility (landfill). Decommissioning activities will include removal of the arrays and associated components as listed in Section 1.1 and described in Section 2. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time of decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

1.5 Decommissioning Sequence

Decommissioning activities will begin within 12 months of the Project ceasing operation and are anticipated to be completed within 6 to 12 months from the decommissioning start date. Monitoring and site restoration may extend beyond this period to ensure successful revegetation and rehabilitation. The anticipated sequence of decommissioning and removal is described below; however, overlap of activities is expected.

The proposed decommissioning sequence is as follows:

- Complete appropriate studies and obtain required permits prior to start of decommissioning
- Reinforce access roads, if needed, and prepare site for component removal
- Remove stormwater basins
- Destroy/abandon groundwater wells in accordance with Inyo County permit requirements
- Install temporary sediment control fencing and best management practices (BMPs) to protect sensitive resources
- De-energize solar arrays
- Dismantle panels and above ground wiring
- Remove tracking and piles
- Remove inverter/transformer stations, along with support piers and piles
- Abandon in place the underground collection and fiber optic lines

- Remove surface equipment associated with the underground utilities
- Remove perimeter fence along with the post foundations
- Remove substation and overhead transmission line, if decommissioned
- Remove O&M structure, if decommissioned
- Remove gravel access roads and grade areas, as needed, to restore original contours or as agreed upon in landowner leases
- De-compact subsoils, as needed; restore and revegetate disturbed land to preconstruction land use to the extent practicable

2.0 Project Components and Decommissioning Activities

2.1 Overview of Facilities

The Applicant anticipates utilizing approximately 877,366 solar modules, with a total nameplate generating capacity of approximately 500 $MW_{[AC]}$ on the developed area of no greater than 2,400 acres. Statistics and cost estimates provided in this Plan are based on 590- and 660-watt bifacial modules, although the final panel manufacturer has not been selected at the time of this report and modules and their support structures are subject to change.

Foundations, steel piles, and aboveground electrical cabling and conduit will be removed. Access roads may be left in place if requested and/or agreed to by the landowner and/or Inyo County. The Applicant will communicate with the County to coordinate the repair of public roads damaged or modified during the decommissioning and reclamation process.

Estimated quantities of materials to be removed and salvaged or disposed of are included in this section. All recyclable materials will be recycled to the extent reasonably feasible. All other non-recyclable waste materials will be disposed of in accordance with state and federal law in a licensed solid waste facility. **Table 1** presents a summary of the primary components of the Project in Inyo County included in this decommissioning plan.

Table 1. Primary Components of Project to be Decommissioned in Inyo County

Component	Quantity	Unit of Measure
Solar Modules (approximate) 116 x 78 per Inverter Island	877,366	Each
Tracking System (full equivalent trackers)	13,572	Tracker
Steel Piles (3 per tracking system)	40,716	Each
Inverters	124	Each
Inverter/Transformer Pad	124	Each
Electrical Cables and Conduits (below ground)	2,900,000	Lineal Foot (estimated)
Substation	1	Each
Gen-Tie Transmission Line and Associated Structures	0.4	Lineal Mile (estimated)
Stormwater Basins	35	Each
Groundwater Wells	2	Each
Perimeter Fencing	58,000	Lineal Foot (estimated)
Internal Access Roads (approximate)	168,960	Lineal Foot (estimated)

2.2 Solar Modules

Although there will be some changes through the final design process, the Applicant would utilize 877,366 bifacial PV modules rated at either 590- or 660-watts each or similar type of model for the Project. Each module assembly is mainly comprised of non-metallic materials such as silicon, mono- or poly-crystalline glass, composite film, plastic, and epoxies, with an anodized aluminum frame. These modules do not contain appreciable amounts of hazardous materials.

Depending on their condition and value at the time of decommissioning, the modules will either be sold for re-use, salvaged, or disposed of. It is possible that module components in working condition may be refurbished and sold in a secondary market yielding greater revenue than selling as salvage material.

Considering the unknown condition and value of the modules at the time of decommissioning, it is estimated that approximately 95% of the removed PV panels with be hauled to a licensed reseller and the remaining 5% will be disposed of and hauled to a licensed landfill facility. It is not anticipated that the modules will be treated as universal or hazardous waste. These percentages are based off Bureau of Land Management (BLM) approved decommissioning plans from similar solar facilities located in the southwestern US.

2.3 Tracking System and Support

The solar modules will be mounted on a single axis, single portrait tracking systems, such as those manufactured by Nextracker or a similar manufacturer. Smaller trackers may be employed at the edges of the layout, to efficiently utilize available space. The tracking system is mainly comprised of galvanized and stainless steel. Steel piles that support the system are comprised of structural steel.

The solar arrays will be deactivated from the surrounding electrical system and made safe for disassembly. The tracker utilizes an airbag system for movement; therefore, no lubricants are present or will need to be disposed of at decommissioning. Electronic components and internal electrical wiring will be removed and salvaged or disposed of. The steel piles will be completely removed.

The supports, tracking system, and piles contain salvageable materials which can likely be sold to provide revenue to offset decommissioning costs. All non-salvageable materials will be disposed of at a licensed landfill facility.

2.4 Inverter/Transformer Stations

Inverters and MV transformers are located inside the array field and will sit on skids and a concrete pad. The inverters and transformers will be deactivated, disassembled, and removed. Depending on condition, the equipment may be sold for refurbishment and reuse. If not reused, they will be salvaged or disposed of at an approved solid waste management facility. Oil is vegetable based and will be collected and disposed of in accordance with state and federal law at the time of decommissioning.

2.5 Electrical Cabling

The Project's medium voltage electrical collection system will be placed primaily below ground, with a depth of approximately three feet (36 inches) for underground portions. Short spans of underground conduit will also be used. The above ground cabling will be removed from the site and below ground cabling will be abandoned in place.

2.6 Project Substation

The Applicant will include a Project substation as shown in **Figure 2**. The substation footprint will be approximately 19 acres and will contain switches and breakers, main power transformers, associated footings, grounding mat, and temporary control building. The substation may be retained for future use at the end of the Project life. Although the substation may be retained at the end of the Project life; however, an estimated decommissioning cost has been included in this Plan.

2.7 Overhead Tie-in Generation Transmission Line

An approximately 8.9-mile-long dedicated overhead gen-tie transmission line connects the Project substation to the Trout Canyon substation in Nevada, owned and operated by CAISO-member Gridliance West, LLC. Although the gen-tie line may be retained at the end of the Project life, an estimated decommissioning cost for the portion in Inyo County has been included in this Plan.

2.8 Operations and Maintenance Facilities

As part of the Project, the construction contractor will deliver and place a trailer as an O&M building with a gravel-topped parking area.

Similar to other temporary facilities, the trailer will be removed in accordance with local laws and will be either sold, recycled, or disposed of via a licensed facility for recycling and/or disposal. The area, including the temporary parking lot, will be restored to pre-project conditions. It is not anticipated that any permanent foundations will be installed to accommodate O&M facilities.

2.9 Stormwater Infiltration Basins

The Project includes 35 stormwater infiltration basins along the western and northern perimeter of the facility. The infiltration basins will be removed at the end of the Project operational period. The infiltration basins will be filled with clean fill, finished with topsoil, graded to restore preconstruction drainage patterns to the extent practicable, and reseeded with a non-invasive and/or native seed mix.

2.10 Groundwater Wells

The Project includes the use of one or more existing and potentially one new private groundwater well within the Applicant's lease. All utilized wells will be destroyed by a C-57 licensed well contractor at the end of the Project operational period in accordance with Inyo County permitting requirements unless as otherwise approved by the County for landowner use. Well destruction costs include the contractor's typical removal fee for a moderate depth well (100-300 feet), which includes mobilization, removal of pumping equipment (if present), grout or cement sealing, well destruction documentation, and labor (DWR 2026). Also included is the County permit cost for inspection and monitoring. For purposes of estimating the costs of decommissioning, two wells are assumed to need decommissioning. The estimated cost of the destruction of two wells is approximately $30,400.

2.11 Perimeter Fencing, Site Access and Internal Roads

The developed area will include an approximately seven-foot-high security fence around the perimeter of the site. For security purposes, the security fencing will remain in place during the majority of the decommissioning phase. The security fence will no longer be required upon completion of facility decommissioning, after which time the fence will be dismantled and removed to allow for full restoration of the site and recycled.

A network of approximately 32 miles of internal roads, approximately 20-feet-wide including the shoulder, will be constructed to allow access to the solar facility equipment.

The roads may be stabilized by the placement of granular fills over soft ground, localized compaction of native substrate, and installation of up to five inches of aggregate base materials in localized areas as needed. The estimated quantity of these materials, assuming 50% of the road surface augmentation, is provided in **Table 2.**

Table 2. Typical Access Road Construction Materials

Item	Quantity	Unit
Gravel or granular fill; five inches thick	26,074	Cubic Yards

Decommissioning activities include the removal and stockpiling of aggregate materials on site for salvage preparation. It is conservatively assumed that all aggregate materials will be removed from the Project Area and hauled up to five miles from the Project Area. Following removal of aggregate, the access road areas will be graded to match preconstruction drainage and surrounding grade, de-compacted with deep ripper or chisel plow (ripped to 18 inches), backfilled with native subsoil and topsoil, as needed, and land contours restored as near as practicable to preconstruction conditions.

3.0 Existing Land Use and Permit Closure Compliance

3.1 Existing Conditions

The Project would be located on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley in Inyo County. Elevations range from 2,560 feet to 2,660 feet above mean sea level. It is within the Basin and Range Geomorphic Province, characterized by interior drainage to lakes and playas, with horst and graben topography (i.e., basins and ranges).

The Project Area is located on private land currently designated by the county as open space greater than 40 acres in size (OS-40). The OS-40 designation provides sites for open space and compatible uses. Commercial renewable energy facilities are an allowable use within the OS-40 land use zoning district (Inyo County 2002).

The Project Area is undeveloped except for a grid of approximately 13 miles of unimproved dirt roads that divide it into quarter-sections. While some of the roads are passable, many are partially vegetated and in poor driving condition. Off-road tire tracks and other signs of disturbance, including windblown trash and cattle dung, are also present.

On a broad scale, vegetation within the Project Area is predominantly creosote bush–white bursage scrub *(Larrea tridentata – Ambrosia Dumosa)* shrubland alliance on the eastern third and a mixture of shadscale scrub (*Atriplex confertifolia*) shrubland alliance and allscale scrub (*Atriplex polycarpa*) shrubland alliance on the western two-thirds. The western two-thirds of the Project Area is also interspersed with areas of low vegetative cover dominated by noxious weeds such as cheatgrass (*Bromus tectorum*) and saltlover (*Halogeton glomeratus*).

A botanical survey was conducted within the proposed Project Area in 2025 (Stantec 2025). Eleven Manual of California Vegetation (MCV) vegetation alliances and land cover types were mapped within the existing site, nine of which were further broken down into 18 associations (CNPS 2026). One alliance characterized by invasive species was not broken down past the alliance level and the developed land cover type was broken down into two sub-types. One non-native alliance, saltlover flat (*Halogeton glomeratus*) Sparsely Vegetated Clay Flat is not in the MCV, was not assigned an association, and was described for the purposes of this Project. The most abundant MCV vegetation alliance within the existing site is shadscale scrub (912.2 acres), followed by creosote bush – white bursage scrub (*Larrea tridentata – Ambrosia dumosa*) Shrubland Alliance (617.5 acres); together, these two alliances account for more than half of the existing site. Of the 18 MCV vegetation associations, 5 (407.4 acres) are considered sensitive natural communities by the California Department of Fish and Wildlife (CDFW). **Table 3** lists all MCV/land cover types, acreages, and sensitivity status.

The existing site is located in or adjacent to energy infrastructure and developments, BLM lands that have been used for recreational vehicles, and highway corridors. Some of the vegetation within the existing site is highly disturbed by human activity and has been impacted by grading, grazing, and alteration of hydrology. Because of the historical, varying, and ongoing disturbance within and surrounding the existing

site, the vegetation communities support a high number of non-native and invasive species such as saltlover, Russian thistle (*Salsola tragus*), and other non-native grasses and forbs.

Table 1. Manual of California Vegetation and Land Cover Types Mapped within the Survey Area

Code	Alliance Association(s)	Sensitive (Y/N)	Acres
Herbaceous			
22.310.00	*Chorizanthe rigida – Geraea canescens* Desert Pavement Sparsely Vegetated Alliance (Rigid Spineflower – Hairy Desert Sunflower)	–	65.0
33.380.01	*Chorizanthe rigida – Geraea canescens* Desert Pavement	Y	65.0
N/A	*Halogeton glomeratus* Sparsely Vegetated Clay Flat (Saltlover Flat)[1]	N	17.4
41.100.00	*Sphaeralcea ambigua* Herbaceous Alliance (Desert Globemallow Herbaceous Scrub)	–	195.7
41.100.01	Sphaeralcea ambigua	N	195.7
	Herbaceous Subtotal		**278.1**
Shrub			
33.200.00	*Ambrosia salsola – Bebbia juncea* Shrubland Alliance (Cheesebush – Sweetbush Scrub)	–	27.9
33.200.04	*Ambrosia salsola – Atriplex confertifolia*	N	26.3
33.200.08	*Senna armata – Ambrosia salsola*	N	1.6
33.060.00	*Atriplex canescens Shrubland* Alliance (Fourwing Saltbush Scrub)	–	23.7
33.060.02	Atriplex canescens	N	23.7
36.320.00	*Atriplex confertifolia* Shrubland Alliance (Shadscale Scrub)	–	912.2
36.320.03	Atriplex confertifolia – Ambrosia dumosa	N	727.7
36.320.06	Atriplex confertifolia – Atriplex canescens	N	61.3
36.320.07	Atriplex confertifolia – Lycium andersonii	Y	123.2
36.310.00	*Ambrosia dumosa* Shrubland Alliance (White Bursage Scrub)	–	24.5
36.310.01	Ambrosia dumosa Association	Y	24.5
33.185.00	*Ephedra nevadensis – Lycium andersonii – Grayia spinosa* Shrubland Alliance (Nevada Joint Fir – Anderson's Boxthorn – Spiny Hop Sage Scrub)	–	328.0
33.360.02	Lycium andersonii (provisional)	Y	194.7
33.185.01	Lycium cooperi (provisional)	N	124.6
33.280.04	Ephedra nevadensis – Lycium andersonii	N	8.7
33.010.00	*Larrea tridentata* Shrubland Alliance (Creosote Bush Scrub)	–	419.9
33.140.04	Larrea tridentata	N	223.4
33.010.17	Larrea tridentata – Atriplex confertifolia	N	182.4
33.010.19	*Larrea tridentata* / Cryptogamic crust	N	14.1

Code	Alliance Association(s)	Sensitive (Y/N)	Acres
33.140.00	*Larrea tridentata – Ambrosia dumosa* Shrubland Alliance (Creosote Bush – White Bursage Scrub)	–	617.5
33.140.42	Larrea tridentata – Ambrosia dumosa	N	543.4
33.140.39	Larrea tridentata – Ambrosia dumosa - Atriplex confertifolia	N	35.2
33.140.35	Larrea tridentata – Ambrosia dumosa / Cryptogamic crust	Y	38.9
		Shrub Subtotal	**2,353.7**
Other			
N/A	**Developed**	**–**	**76.6**
	Unpaved Road	N	72.4
	Rural	N	4.2
		Other Total	**2,708.4**

1. Vegetation community is not currently described in the MCV and therefore not included in the California Department of Fish and Wildlife's Natural Community List.

3.2 Restoration, Revegetation and Rehabilitation

Portions of the Developed Area that have been excavated and backfilled will be restored, as near as practicable, to preconstruction contours, unless a community benefit for retaining the contours current at time of decommissioning can be shown. Soils compacted during de-construction activities will be de-compacted, as necessary, to restore the land to preconstruction land use. Topsoil will be placed on disturbed areas, as needed, and seeded with vegetation from a reputable seed supplier or with vegetation either present along the perimeter of the disturbed areas or present on adjacent land that is under the Project owner's control (Section 4, Revegetation Plan).

3.3 Closure Compliance

Surface water conditions at the Project Area will be reassessed prior to the decommissioning phase. The Applicant will obtain the required water quality and streambed alteration permits from the Lahontan Regional Water Quality Control Board and the CDFW, respectively, prior to decommissioning the Project. Required construction stormwater permits will also be obtained, and a Stormwater Pollution Prevention Plan prepared describing the protection needed to reflect conditions present at the time of decommissioning. Erosion and sediment control BMPs may include construction entrances, temporary seeding, permanent seeding, mulching, erosion control matting, silt fence, filter berms, and filter socks.

Additional appropriate plans and permits will be prepared and/or acquired as listed in the pending agency Project Conditions of Approval.

3.4 Major Equipment Required for Decommissioning

The activities involved in decommissioning the Project include removal of the Project components. Restoration activities include backfilling of pile and foundation sites; de-compaction of subsoils; grading of surfaces to preconstruction land contours and revegetation of the disturbed areas.

Equipment required for the decommissioning activities is similar to what is needed to construct the solar facility and may include, but is not limited to: small cranes, low ground pressure (LGP) track mounted excavators, backhoes, LGP track bulldozers, LGP off-road end-dump trucks, front end loaders, deep rippers, water trucks, disc plows and tractors to restore subgrade conditions, and ancillary equipment. Standard dump trucks will be used to transport material removed from the site to disposal facilities.

This Project is a large solar site, compared with most utility scale installations at this time. The equipment and labor needed to decommission the facility is provided in **Table 4** and **Appendix A.**

Table 4. Summary Estimate of Equipment and Labor for Decommissioning Activities

Component	Equipment	Approximate Labor Hours (including equipment operators)
De-energize site and remove solar modules	Utility truck, forklift, semi-truck	Appendix A
Tracking system and pile removal	Utility truck, forklift, excavator, semi-truck	Appendix A
Inverter/transformer stations and piers	Utility truck, forklift, semi-truck	Appendix A
Electrical cables (above and below ground) and conduits	Utility truck, cable rig, forklift, semi-truck	Appendix A
Access road and infiltration basin removal	Bulldozer, front end loader, dump truck	Appendix A
Perimeter fencing	Utility truck, forklift, excavator, semi-truck	Appendix A
Site decompaction, restoration and revegetation (long term monitoring not included)	Bulldozer, forklift, tractor with disc	Appendix A

4.0 Revegetation Plan

The proposed revegetation plan is based on the existing conditions within the Project Area and information gathered from the floristic surveys to date. Adjustments to the revegetation plan may be made based on agreed on mitigation requirements adopted through the Programmatic Environment Impact Report (PEIR) and conditions and measures required by the water quality 401 certification, streambed alteration agreement, and other Project-required regulatory permits.

4.1 Soil Preparation

Following solar infrastructure and aggregate removal, the solar field internal access roads will be graded, de-compacted with a deep ripper or chisel plow to a depth of 18 inches and backfilled with native subsoil and topsoil as needed. Project Area locations that have been impacted by excavation or backfilling will be restored and land contours will be restored to preconstruction conditions to the maximum extent feasible.

Project Area soils that have been compacted during solar farm construction and implementation activities will be de-compacted to restore them to preconstruction conditions. In addition, topsoil will be added, as necessary, to areas that have experienced disturbance. Soil decompaction and the addition of topsoil to selected areas will re-establish baseline conditions for revegetation of the Project Area.

4.2 Site Planting

Table 5 lists the floristic inventory from the 2025 botanical surveys. Botanical nomenclature follows Jepson eFlora (2025). **Table 6** includes a summary list of special-status plant species detected during the 2025 botanical surveys.

Table 5. 2025 Floristic Inventory in the Project Area

Scientific Name	Common Name	Habit	Status[1]
Agavaceae (Agave Family)			
Yucca schidigera	Mojave yucca	tree-like	native, CDNPA
Apocynaceae (Milkweed Family)			
Asclepias erosa	desert milkweed	perennial herb	native
Asteraceae (Sunflower Family)			
Acamptopappus shockleyi	Shockley's goldenhead	shrub	native
Acamptopappus sphaerocephalus var. sphaerocephalus	goldenhead	shrub	native
Ambrosia dumosa	white bursage	shrub	native
Ambrosia salsola	cheesebush	shrub	native
Baileya multiradiata	desert marigold	perennial herb	native
Baileya pleniradiata	wooly marigold	annual, perennial herb	native
Encelia virginensis	Virgin River encelia	shrub	native

Scientific Name	Common Name	Habit	Status[1]
Gutierrezia microcephala	sticky snakeweed	shrub (stem succulent)	native
Gutierrezia sarothrae	matchweed	shrub	native
Psilostrophe cooperi	paper flower	shrub	native
Stephanomeria pauciflora	wire lettuce	perennial herb	native
Tetradymia axillaris	catclaw horsebrush	shrub	native
Xylorhiza tortifolia	Mojave woodyaster	perennial herb	native
Brassicaceae (Mustard Family)			
Lepidium fremontii	desert pepper grass	perennial herb	native
Stanleya pinnata var. pinnata	prince's plume	perennial herb, shrub	native
Cactaceae (Cactus Family)			
Cylindropuntia echinocarpa	silver cholla	shrub (stem succulent)	native, CDNPA
Cylindropuntia ramosissima	pencil cactus	shrub (stem succulent)	native, CDNPA
Opuntia basilaris var. basilaris	beavertail cactus	shrub (stem succulent)	native, CDNPA
Chenopodiaceae (Goosefoot Family)			
Atriplex canescens	fourwing saltbush	shrub	native
Atriplex confertifolia	spiny saltbush	shrub	native
Atriplex polycarpa	allscale saltbush	shrub	native
Halogeton glomeratus	saltlover	annual herb	noxious, Cal-IPC M, CDFA B*
Krascheninnikovia lanata	winter fat	shrub	native
Salsola tragus	Russian thistle	annual herb	noxious, Cal-IPC L, CDFA C
Convolvulaceae (Morning Glory Family)			
Cuscuta denticulata	desert dodder	annual herb, vine (parasitic)	native
Ephedraceae (Ephedra Family)			
Ephedra funerea	Death Valley ephedra	shrub	native
Ephedra nevadensis	Nevada ephedra	shrub	native
Ephedra torreyana	Torrey's ephedra	shrub	rare, CRPR 2B.1
Euphorbiaceae (Spurge Family)			
Euphorbia albomarginata	rattlesnake sandmat	perennial herb	native
Euphorbiaceae (Spurge Family)			
Astragalus lentiginosus var. fremontii	Fremont's milk-vetch	annual, perennial herb	native

Scientific Name	Common Name	Habit	Status[1]
Astragalus preussii var. preussii	Preuss' milk-vetch	perennial herb	rare, CRPR 2B.1
Astragalus tidestromii	Tidestrom's milk-vetch	perennial herb	rare, CRPR 2B.2
Hoffmannseggia glauca	pig-nut	perennial herb	native
Neltuma odorata	honey mesquite	tree, shrub	native, CDNPA
Psorothamnus arborescens	Mojave indigo bush	shrub	native
Senna armata	desert senna	shrub	native
Geraniaceae (Geranium Family)			
Erodium cicutarium	coastal heron's bill	annual herb	invasive
Krameriaceae (Rhatany Family)			
Krameria erecta	little-leaved ratany	shrub	native
Malvaceae (Mallow Family)			
Sphaeralcea ambigua var. ambigua	desert globemallow	perennial herb	native
Sphaeralcea angustifolia	narrow-leaved desert mallow	shrub (stem succulent)	native
Onagraceae (Evening Primrose Family)			
Oenothera suffrutescens	linda tarde	perennial herb	native
Plantaginaceae (Plantain Family)			
Plantago ovata	desert plantain	annual herb	native
Poaceae (Grass Family)			
Bromus rubens	red brome	annual grass	noxious, Cal-IPC H
Bromus tectorum	cheat grass	annual grass	noxious, Cal-IPC H, CDFA C
Dasyochloa pulchella	low woolly grass	perennial grass	native
Elymus elymoides	squirrel-tail grass	perennial grass	native
Hilaria rigida	big galleta	perennial grass	native
Schismus arabicus	schismus	annual grass	invasive
Schismus barbatus	old han schismus	annual grass	invasive
Sporobolus airoides	alkali sacaton	perennial grass	native
Stipa hymenoides	rice grass	perennial grass	native
Stipa speciosa	desert needle grass	perennial grass	native
Polygonaceae (Buckwheat Family)			
Chorizanthe rigida	rigid spineflower	annual herb	native
Eriogonum inflatum	desert trumpet	perennial herb	native
Eriogonum spp.	buckwheat	annual herb	native
Eriogonum trichopes	little desert buckwheat	annual herb	native
Solanaceae (Nightshade Family)			

Scientific Name	Common Name	Habit	Status[1]
Lycium andersonii	Anderson thornbush	shrub	native
Lycium cooperi	Cooper's box thorn	shrub	native
Lycium pallidum var. oligospermum	rabbit thorn	shrub	native
Viscaceae (Mistletoe Family)			
Phoradendron californicum	California mesquite mistletoe	shrub (parasitic)	native

Scientific Name	Common Name	Habit	Status[1]
Zygophyllaceae (Caltrop Family)			
Larrea tridentata	creosote bush	shrub	Native

[1.] Status Codes:
California Invasive Plant Council (Cal-IPC):
H: high
M: moderate
L: low
California Department of Food and Agriculture (CDFA) Weed Pest:
B: pests, if present in California, are of limited distribution
C: pests that score low under CDFW analysis and/or are of common occurrence and generally distributed in California.
*: California Code of Regulations Section 4500 Noxious Weed Species
For the purposes of this report, Cal-IPC H and any species on a CDFA list were classified as noxious and mapped.
CRPR (California Rare Plant Rank) Codes and Extensions:
2B Plants rare, threatened, or endangered in California but more common elsewhere
.1 Plants rare, threatened, or endangered in California but more common elsewhere; seriously threatened in California
.2 Plants rare, threatened, or endangered in California but more common elsewhere; fairly threatened in California
California Desert Native Plants Act (CDNPA): Section 80073 plants, or any part thereof, may not be harvested except under a permit issued by the commissioner or the sheriff of the county in which the native plants are growing.

Table 6. 2025 Botanical Survey Results: Special-Status Plant Species in the Project Area

Scientific Name (Common Name)	Status: FESA/CESA/CRPR/CDNPA[1]	Number of Plants Observed
Agavaceae (Cactus Family)		
Yucca schidigera (Mojave yucca)	–/–/–/80073	1
Cactaceae (Cactus Family)		
Cylindropuntia echinocarpa (silver cholla)	–/–/–/80073	54
Cylindropuntia ramosissima (pencil cholla)	–/–/–/80073	2
Opuntia basilaris var. basilaris (beavertail cactus)	–/–/–/80073	14
Ephedraceae (Ephedra Family)		
Ephedra torreyana (Torrey's ephedra)	–/–/2B.1/–	874
Fabaceae (Legume Family)		
Astragalus preussii var. preussii (Preuss' milk-vetch)	–/–/2B.1/–	337
Astragalus tidestromii (Tidestrom's milk-vetch)	–/–/2B.2/–	9
Neltuma odorata (honey mesquite)	–/–/–/80073	152

Five species covered under the CDNPA were mapped within the Project Area. The CDNPA species will require a permit issued by the county for any harvesting resulting from Project implementation.

Although the 2025 botanical surveys constituted a complete floristic inventory, according to the U.S. Drought Monitor, the surveys were conducted during a time of extreme drought. As such, the list is notably missing annual species commonly observed in the area and expected to be observed on site. For example, there were no observations of annual *Phacelia* spp. (phacelias) or pincushions *(Chaenactis* spp.) Another notable absence was the lack of observation of annual species in the *Boraginaceae* (Borage Family) such as *Cryptantha* spp. (cryptanthas), fiddlenecks *(Amsinckia* spp.), and popcorn flowers (*Plagiobothrys*). Prior to finalization of a seed mix, additional observations should be made regarding the common annual species on site. Alternatively, native annual species detected in more favorable conditions during 2011 floristic surveys (**Table 7**) could also provide additional native annual species (Hidden Hills Solar, LLC 2011).

For revegetation of the developed area after Project decommissioning, a seed mix composed of seeds from the common species in **Table 6** and **Table 7**, plus additional native annuals appropriate to the area, will be created and supplied by S&S Seeds, Inc. based out of Carpinteria, California, or a reputable supplier.

Table 7. Supplemental Native Annual Plant Species

Scientific Name	Common Name	Habit	Status[1]
Asteraceae (Sunflower Family)			
Calycoseris wrightii	white tackstem	annual herb	native
Chaenactis carphoclinia	--	annual herb	native
Chaenactis fremontii	Fremont pincushion	annual herb	native
Chaenactis macrantha	Mohave pincushion	annual herb	native
Chaenactis stevioides	Esteve pincushion	annual herb	native
Eriophyllum wallacei	Wallace eriophyllum	annual herb	native
Glyptopleura marginata	keysia	annual herb	native
Malacothrix coulteri	snake's head	annual herb	native
Malacothrix glabrata	desert dandelion	annual herb	native
Monoptilon bellioides	Mojave desert star	annual herb	native
Pectis papposa	manybristle chinchweed	annual herb	native
Prenanthella exigua	thorny skeleton plant	annual herb	native
Psathyrotes annua	annual psathyrotes	annual herb	native
Rafinesquia neomexicana	desert chicory	annual herb	native
Stephanomeria exigua	small wirelettuce	annual herb	native
Boraginaceae (Borage Family)			
Amsinckia tessellata	devil's lettuce	annual herb	native
Cryptantha barbigera	bearded cryptantha	annual herb	native
Cryptantha micrantha	purple root cryptantha	annual herb	native
Cryptantha nevadensis	Nevada forget me not	annual herb	native

Scientific Name	Common Name	Habit	Status[1]
Cryptantha pterocarya	winged nut forget me not	annual herb	native
Cryptantha recurvata	curve nut cryptantha	annual herb	native
Greeneocharis circumscissa		annual herb	native
Johnstonella angustifolia	narrow-leaved Johnstonella	annual herb	native
Lappula redowskii var. cupulata	cupped Redowski's stickseed	annual herb	native
Pectocarya heterocarpa	chuckwalla pectocarya	annual herb	native
Pectocarya platycarpa	broad nutted comb bur	annual herb	native
Pectocarya recurvata	arch nutted comb bur	annual herb	native
Simpsonanthus jonesii	Simpson's popcornflower	annual herb	native
Amsinckia tessellata	devil's lettuce	annual herb	native
Brassicaceae (Mustard Family)			
Caulanthus cooperi	Cooper caulanthus	annual herb	native
Caulanthus lasiophyllus	California mustard	annual herb	native
Descurainia pinnata ssp. glabra	smooth western tansy mustard	annual herb	native
Lepidium lasiocarpum	shaggyfruit pepperweed	annual herb	native
Streptanthella longirostris	long beaked twist flower	annual herb	native
Euphorbiaceae (Spurge Family)			
Euphorbia micromera	Sonoran sandmat	Annual herb	native
Fabaceae (Spurge Family)			
Astragalus lentiginosus var. fremontii	Fremont's milk-vetch	annual, perennial herb	native
Astragalus nuttallianus	Nuttall locoweed	annual herb	native
Hydrophyllaceae (Waterleaf Family)			
Phacelia crenulata var. ambigua	heliotrope phacelia	annual herb	native
Phacelia fremontii	Fremont's phacelia	annual herb	native
Phacelia ivesiana	Ives' phacelia	annual herb	native
Malvaceae (Mallow Family)			
Eremalche rotundifolia	desert five-spot	Annual herb	native
Namaceae (Nama Family)			
Nama demissa	purplemat	annual herb	native
Onagraceae (Evening Primrose Family)			
Chylismia brevipes	yellow cups	annual, perennial herb	native
Chylismia claviformis ssp. integrior	clavate fruited primrose	annual, perennial herb	native
Eremothera boothii	Booth's sun cup	annual herb	native

Scientific Name	Common Name	Habit	Status[1]
Eremothera refracta	narrow-leaved primrose	annual herb	native
Oenothera primiveris	yellow desert evening primrose	annual herb	native
Papaveraceae (Poppy Family)			
Eschscholzia glyptosperma	desert gold poppy	annual herb	native
Plantaginaceae (Plantain Family)			
Antirrhinum filipes	tangled snapdragon	annual herb	native
Antirrhinum kingii	king's snapdragon	annual herb	native
Poaceae (Grass Family)			
Festuca octoflora	sixweeks grass	annual grass	native
Polemoniaceae (Phlox Family)			
Chorizanthe rigida	rigid spineflower	annual herb	native
Polygonaceae (Buckwheat Family)			
Aliciella hutchinsifolia	desert pale gilia	annual herb	native
Gilia cana ssp. speciformis	showy gilia	annual herb	native
Gilia stellata	star gilia	annual herb	native
Ipomopsis polycladon	branching gilia	annual herb	native
Langloisia setosissima ssp. setosissima	lilac sunbonnet	annual herb	native
Linanthus jonesii	Jones linanthus	annual herb	native
Loeseliastrum matthewsii	desert calico	annual herb	native
Loeseliastrum schottii	Schott gilia	annual herb	native
Polygonaceae (Buckwheat Family)			
Chorizanthe brevicornu var. brevicornu	brittle spine flower	annual herb	native
Chorizanthe rigida	rigid spiny herb	annual herb	native
Eriogonum brachypodum	parry's buckwheat	annual herb	native
Eriogonum nidularium	whisk broom	annual herb	native
Eriogonum trichopes	little desert buckwheat	annual herb	native

Source: Modified to update nomenclature and only include common annual plant species. From TABLE 5.2-3 *Plant Species Observed within the HHSEGS Site and 250-foot Buffer during 2011 Surveys*, Section 5.2 Biological resources, Volume 1, Application for Certification for Hidden Hills Solar Electric Generating System. (Hidden Hills Solar, LLC. 2011).

The site would be seeded, covered with a layer of mulch, and watered immediately prior to the regional rainy season, allowing for establishment of a vegetative cover similar to the conditions currently present on the site. The revegetation of the decommissioned Developed Area will be performed initially by the placement of the native seed mix. To avoid compaction by vehicles or machinery of the de-compacted soils and recently deposited topsoil, hand broadcasting or hydroseeding will be the approved method for initial seeding/revegetation. Timing of the seeding will be crucial to the successful germination and

establishment of new seedlings. Optimal timing of the seeding will be during the regional rainy season (likely the month of December), optimally right before a sizeable rain event. Based on the approximate 2,400-acre developed area, it is recommended that 48,000 lbs. of seed mix (50 pounds per acre) be spread evenly throughout the site. After seeding, if hand broadcast, the site will be covered with a thin layer of mulch to prevent seed mix from blowing away, retain soil moisture, and increase the likelihood of successful seed germination and recruitment; if hydroseeding is used an appropriate hydro mulch should be used in the applied mixture to accomplish the same goals.

The current proposed seed mix has been developed as a non-irrigated mix given the dry, arid conditions present within the region of the Project Area. These desert species thrive in this climate and providing irrigation may do more harm than good. Allowing the seed to germinate using natural rain events will result in stronger plans and a higher percent survival.

Harvesting of the existing vegetation on the developed area is not recommended due to the period of time between construction and decommissioning. The likely success of the survival of the existing shrubs (e.g., creosote bush) is low and the species of shrubs on the site do not generally respond well to being transplanted.

4.3 Success Criteria

Success criteria (e.g., germination, plant survival, and plant cover over time) have been determined based on the current conditions of the site prior to Project implementation. Monitoring/maintenance activities will be performed by a qualified biologist/botanist and will last at least five years.

- After five years, vegetative cover in scrub/shrub communities at the Project Area will be equal to or greater than 50 percent of what is currently present at the site, as determined by a qualified biologist/botanist. Pre-Project shrub/sub-shrub vegetative cover is estimated at 15 percent average in scrub/shrub communities, with an average cover of 8 percent in the herbaceous stratum.
- After five years, vegetative cover in herbaceous communities at the Project Area will be equal to or greater than 50 percent of what is currently present at the site, as determined by a qualified biologist/botanist. Pre-Project average herbaceous vegetative cover is estimated at five percent. In herbaceous areas currently dominated by non-native annual species, pre-Project averages may reflect a higher cover than would be present if non-native species were absent. Success criteria in these areas should take into account presence of non-native and noxious weed species.
- Non-native, invasive plant species cover shall not exceed the pre-Project implementation percent cover.

Along with the above quantitative assessment, qualitative criteria will be used to determine success. Qualitative monitoring will serve to document site conditions such as potential erosion concerns, non-native species regrowth/colonization, and general vegetative development.

The following qualitative criteria will be used:

- Shrub and sub-shrub seedlings shall be healthy and have observable growth each year.
- Vegetation shall have no signs of drought stress.

As part of the quantitative assessment, plant cover should be comparable to the surrounding undisturbed lands with indigenous or native vegetation. Additionally, it is important to note that adjacent areas will not be experiencing non-native species removal and therefore will remain somewhat disturbed.

The revegetation may be considered successful if the five-year success criteria are achieved after five years or prior to the end of the monitoring period, pending county approval.

If the five-year success criteria are not met, then a contingency plan shall be implemented. Contingency plan recommendations can be found below.

4.4 90-Day Establishment Period

The monitoring and reporting protocols outlined below will be completed by a designated biologist/botanist in coordination with County staff:

- Following seeding, the developed area will be monitored every two weeks for the first 90 days.
- During the 90-day germination and establishment period, monitoring activities will include: (1) verifying that seeds have germinated, (2) verifying new recruits are surviving, (3) removing any non-native and invasive weeds that may have germinated.
- After the 90-day germination and establishment period, the designated biologist/botanist will draft a report summarizing the monitoring and maintenance activities that were implemented. Photos from designated photo points, relative percent cover of native plants, and any complications observed will be included in the report.

4.5 Biannual Monitoring

After completion of the 90-day establishment period monitoring and reporting, the designated biologist/botanist will complete the following monitoring and reporting protocols every six months (biannually):

- Recruited plants will be checked to ensure they are surviving. Non-native invasive species will be removed throughout the Project Area.
- Following each visit, the designated biologist will draft a short report documenting monitoring and maintenance activities that were implemented. Photos from designated photo points, relative percent cover of native plants, and any complications observed will be included in the report.

If success criteria are not met by the end of the five-year monitoring and maintenance period, the approved Contingency Plan outlined below will be implemented.

4.6 Contingency Plan

Establishing plants from seeds is known to be challenging in arid climates. If the success criteria outlined in Section 4.1 are not met by the end of the five-year monitoring and reporting period, the following Contingency Plan should be implemented.

Creosote plant individuals will be reared in one-gallon container pots. After they have grown for one year and are viable, the individual creosote plants will be transplanted into the soil in bare spaces throughout the Project Area. After planting, the base of each creosote plant will be surrounded by a thin layer of mulch to retain soil moisture. Additionally, each plant will be watered immediately after planting to ensure establishment. Timing of the plantings is crucial and should occur during the regional rainy season (likely

the month of December), ideally prior to a sizeable rain event. The number of creosote bush plants needed to revegetate the Project Area to achieve the required cover goals will be determined by the designated biologist botanist after the five-year monitoring period. Section 4.2, Monitoring and Maintenance outlines the protocols to effectively monitor and maintain the installed creosote bush plants in the Project Area.

4.7 Revegetation Expenses

During revegetation, the Project will incur costs associated with purchasing materials (i.e., seeds and mulch), labor for revegetation activities, the initial watering, and monitoring and maintenance of the Project Area. Appendix A summarizes the estimated costs for activities and materials associated with revegetation of the Project Area. Table 8 provides the estimated contingency watering costs.

Table 8. Estimated Contingency Watering Costs

Activity	Unit	Number	Cost Info	Total
Watering (optional as potential contingency measures)	1 Week of Watering	12	$75,282/week	$903,384 (12 weeks)

5.0 Decommissioning Cost Estimate Summary

Expenses associated with decommissioning the Project will be dependent on labor costs at the time of decommissioning. For the purposes of this report, 2024 California Prevailing Wage Rates were used to estimate labor expenses. Fluctuation and inflation of the labor costs were not factored into the estimates.

5.1 Decommissioning Risk Over the Lifecycle of a Project

The probability of an event that would lead to abandonment or long-term interruption is extremely low during the first 15 to 20 years of the Project life. Accordingly, the risk of decommissioning the Project is extremely low during this time frame. The reasons why the risk to decommission the Project is extremely low in the early phases of the Project include, but are not limited to:

- Project owners have sophisticated financing structures that allow the lender or tax equity partner to step in and rectify the event that may lead to abandonment.
- Power Purchase Agreements (PPAs) are held between the Applicant and off-takers to purchase the generated power. Such PPAs play a key role in the financing of independently owned (i.e., not owned by a public utility) electricity generating assets since they define the revenue terms for a project and the credit quality.
- Most critical solar components have original equipment manufacturer (OEM) warranties with terms in excess of five years that include labor and parts. A warranty is an agreement or guarantee outlined by a manufacturer to a customer that defines performance requirements for a product or service. Warranties give customers a form of insurance if the purchased product or service does not adhere to quality standards. These warranties assure the Project owner, financing parties, and other stakeholders, that equipment will perform as expected, which minimizes the risk of a decommissioning event. Average warranty lengths for critical solar components range from 5 to 10 years, with production warranties on solar panels extending to 20 to 25 years.
- Solar projects consist of many networked components designed to convert solar radiation into electrical energy. The failure of any single component will not result in a substantial reduction of energy generation that could lead to a decommissioning event.
- Solar projects are required to maintain replacement value property damage insurance coverage and business interruption insurance coverage. Business interruption insurance covers the loss of income that a business suffers after a disaster or equipment failure. Typical solar business interruption insurance covers income loss for 12 months from the date of the event triggering the loss.
- The replacement costs of solar components will typically decline over time, and accordingly, costs to replace failed or damaged equipment after lapsed OEM warranties will not create large financial hurdles for the Project.
- In the early stages of the Project the resale value of the equipment is significantly higher than the decommissioning costs, resulting in a net positive (revenue).

5.2 Decommissioning Expenses

During decommissioning, the Project will incur costs associated with disposal of components not sold for salvage, including materials which will be disposed of at a licensed facility, as required. Decommissioning costs also include backfilling, grading, and restoration of the proposed Project Area as described in Section 3, Existing Land Use and Permit Closure Compliance. The decommissioning expenses (costs) (AZTEC TYPSA 2026) are included as Appendix A.

5.3 Decommissioning Revenues

The equipment salvage value (AZTEC TYPSA 2026) is included in Appendix A. This section provides information related to the current understanding of revenue streams from salvaged equipment from the facility.

Revenue from decommissioning the Project will be realized through the sale of the solar facility components and construction materials. As previously described, the value of the decommissioned components will be higher in the early stages of the Project and decline over time. Resale of components such as solar panels is expected to be greater than salvage (i.e., scrap) value for most of the life of the Project, as described below. For purposes of this report, only estimated salvage values were considered in net revenue calculations, as this is the more conservative estimate strategy.

Modules and other solar plant components can be sold within a secondary market for reuse. A current sampling of reused solar panels indicates a wide range of pricing depending on age and condition ($0.10 to $0.30 per watt). Future pricing of solar panels is difficult to predict at this time, due to the relatively young age of the market, changes to solar panel technology, and the ever-increasing product demand. Increased costs of removal, for resale versus salvage, would be expected in order to preserve the integrity of the panels; however, the net revenue would be substantially higher than the estimated salvage value.

Secondary markets for used solar components include other utility scale solar facilities with similar designs that may require replacement equipment due to damage or normal wear over time; or other buyers (e.g., developers, consumers) that are willing to accept a slightly lower power output in return for a significantly lower price point when compared to new equipment.

The resale value of components such as trackers may decline more quickly; however, the salvage value of the steel that makes up a large portion of the tracker is expected to stay at or above the value used in this report.

The market value of steel and other materials fluctuates daily and has varied widely over the past five years. Salvage value estimates were based on an approximate five-year-average price of steel and copper derived from sources including on-line recycling companies and United States Geological Survey commodity summaries. The price used to value the steel used in this report is $204 per metric ton (including transport); aluminum at $0.40 per pound; silicon at $0.40 per pound and glass at $0.05 per pound.

The main material of the tracking system and piles is assumed to be salvageable steel. The main components of the solar modules are glass and silicon with aluminum framing. A 50 percent recovery rate was assumed for all panel components, due to the processing required to separate the panel

components. Alternative and more efficient methods of recycling solar panels are anticipated before this Project is decommissioned, given the large number of solar facilities that are currently being developed.

Resources for the salvage of materials at end of life will change over the lifetime of the Project. During the first 10-15 years of Project operation, the components would be sold in a secondary market, rather than salvage; therefore, recycling would not be needed until much later in the Project life. At that point in time the availability and type of salvage operations will differ from today's selection. Recycling and salvage of solar components will be a growing market over the life of the Project due to the increase in solar energy plants installed and therefore increased business opportunities. Another factor in the salvage revenue analysis is that the availability of natural resources is anticipated to diminish over time, leading to an increase in revenue for the component's base materials. These market changes will lead to additional options for salvage of Project components.

A list of current regional salvage and recycling businesses is offered below, although, as discussed, this list is expected to change and grow by the time the Project is decommissioned.

- SA Recycling; Las Vegas locations (approximately 50 miles from Project Area)
- Pahrump Valley Recycling; Pahrump, NV (approximately 30 miles from Project Area)
- TriCounty Scrap Metals; Pahrump, NV (approximately 30 miles from Project Area)

5.4 Decommissioning Cost Summary and Financial Assurance

The Applicant will be responsible for decommissioning the Project facilities. **Table 9** provides a summary of the estimated cost of decommissioning the Project, using the information detailed in Appendix A. Estimates are based on average 2025 prices.

Table 9. Net Decommissioning Summary

Item	Cost/Revenue
Gross Decommissioning Expenses	$13,859,459
Water Well Destruction	$30,400
Contingency and Administrative Costs (20%)	$2,771,892
Salvage Revenue Offset	($14,270,203)
Revegetation Cost Watering Contingency (Table 8)	$903,384
Decommissioning Cost with Salvage Value Offset and Contingencies	**$3,294,932**

The Applicant has indicated that a financial guarantee to cover the approved decommissioning cost, including a 20 percent and watering contingency, will be provided in a form and amount that is acceptable to the County Supervisors, County counsel and the Land Use Services Director.

As detailed in the County code, the decommissioning plan and financial assurance will be reviewed by the County and the Applicant as often as annually or as deemed necessary and adjusted according to the California Building Cost Index or another index approved by the County to ensure sufficient resources are available to decommission the Project throughout its life.

6.0 References

AZTEC TYPSA. 2026. Decommissioning Plan Cost Estimate (Excel spreadsheet).

California Department of Water Resources (DWR). 2026. Part III. Destruction of Water Wells. Available at: https://water.ca.gov/Programs/Groundwater-Management/Wells/Well-Standards/Combined-Well-Standards/Water-Destruction.

California Native Plant Society (CNPS). 2026. A Manual of California Vegetation Online. Available at: https://vegetation.cnps.org/.

Hidden Hills Solar, LLC. 2011. Application for Certification for Hidden Hills Solar Electric Generating System. Available at: https://web.archive.org/web/20150910004220/http://www.energy.ca.gov/sitingcases/hiddenhills/documents/applicant/afc/.

Inyo County. 2026. Personal comms with well inspector at Inyo County Environmental Health Department.

Inyo County. 2025. Code of Ordinances: Title 21 Renewable Energy Development. Updated September 23, 2025. Available at: https://ecode360.com/44467123#44467123.

____. 2002. Inyo County General Plan: Land Use and Conservation/Open Space Elements. Diagram 29. Charleston View. Available at: https://www.inyocounty.us/sites/default/files/2020-02/Landuse%20Diagrams.pdf

____. 2015. Inyo County Renewable Energy General Plan Amendment: Final Errata to the Final Program Environmental Report. March 24, 2015. Available at: https://www.inyocounty.us/sites/default/files/2020-04/FinalREGPA33015.pdf

Jepson eFlora. 2025. Available at: http://ucjeps.berkeley.edu/eflora/.

Stantec Consulting Services Inc. (Stantec). 2025. Bonanza Peak Solar Project: Botanical Resources Survey Report. September 18, 2025.

Appendix A. AZTEC Cost Estimate

Assuming minor positive recycle value for PV module:

DECOMMISSIONING COST ANALYSIS

	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	LOGIC
	I. DISASSEMBLY & DISPOSAL		**EA**			
1	Disconnect of Electrical System	5	Days	$946.00	$4,730.00	* Assumes 10 hr day for 1 qualified lineman.
2	PV Modules	877,366	EA	$4.38	$3,839,938.53	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove ~300 panels/day.
3	PV Modules Recycling (30% of modules)	263,210	EA	$4.30	$1,131,802.14	
4	SKIDs (Inverters & Transformers)	124	EA	$3,773.75	$467,945.00	
5	Racking Frame (Single Axis) - 4 STR	6,991	EA	$32.83	$229,479.58	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 40/day.
6	Racking Frame (Single Axis) - 3 STR	627	EA	$26.26	$16,465.02	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 50/day.
7	Racking Frame (Single Axis) - 2 STR	175	EA	$21.88	$3,829.58	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 60/day.
8	Racking Frame (Single Axis) - 1 STR	59	EA	$18.76	$1,106.67	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 70/day.
9	Driven piles (Racking, SKIDs & Other)	133,487	EA	$43.77	$5,842,281.03	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 30/day.
10	DC Wiring Underground	37,200	LF	$1.64	$61,054.50	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 800 LF/day, 300 LF of trenches per SKID.
11	DC Wiring Aerial	434,000	LF	$0.82	$356,151.25	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 1600 LF/day, 3500 LF of messenger wire per SKID.
12	MV Wiring Underground	93,600	LF	$1.64	$153,621.00	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 800 LF/day.
13	Wiring(Conduits)	18,600	LF	$2.63	$48,843.60	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 500 LF/day, 150 LF per SKID.
14	Fence Removal	58,707	LF	$2.59	$152,051.13	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 600 LF/day with some concrete footings.
15	Concrete demolition	512	CY	$189.95	$97,254.40	* Use Crew B-3B (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = $3,799/day. Assume crews can remove 20 CY/day, all fence post embeded in concrete.
16	Concrete disposal	512	CY	$15.23	$7,797.76	* Assumed $7.49 ton per Concrete Recycling Inc. crushing and recycle costs. One CY = 2.03 tons
17	Dismantling of Interior Roads	30,413	LF	$2.52	$76,691.45	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck; 0.25 Excavator) = $1,513/day. Assume crews can remove 600 LF/day.
18	Gravel Disposal	3,626	CY	$29.91	$108,465.81	
19	General Conditions 10%	1	LS	$1,259,950.84	$1,259,950.84	
				SUBTOTAL	**($ 13,859,459.29)**	
	II. SITE RESTORATION					
20	Re-Seeding (includes seed)	720	AC	$1,419.00	$1,021,680.00	* Cost includes: (Seed: 4-7 species (native types) Also with estimate is labor Spraying; Disking; Planting; Mulch; One man & machine)
21	Re-Grading / Stormwater System basins	85,000	CY	$6.18	$525,016.67	* (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = $3,706/day. Assume crews can grade 600 CY/day.
				SUBTOTAL	**($ 1,546,696.67)**	
	III. SALVAGE					
22	PV Modules (assume 70% of modules)	614,156	EA	$11.40	$7,001,380.68	Assumes minimal material recycling value and no ability to sell resell modules for operational use. 2 cents/Wp, and 20% degradation.
23	SKIDs (Inverters & Transformers)	124	EA	$913.75	$113,305.00	
24	Racking Frame (Single Axis)	20,172,496	LBS	$0.14	$2,824,149.48	
25	Driven piles (Racking, SKIDs & Other)	19,222,128	LBS	$0.14	$2,691,097.92	5 ft reveal, 7 ft embedment, W6x12 piles
26	Tracker Motors	7,793	EA	$6.80	$52,992.40	
27	Fencing	293,530	LBS	$0.14	$41,094.20	Assumes 5 lbs/ft of fence
28	DC Wiring (Al)	2,309,976	LBS	$0.40	$923,990.40	Assumes 706 lbs/kft for 750 kcmil, 622 lbs for 500 kcmil.
29	MV Wiring (Al)	1,555,482	LBS	$0.40	$622,192.80	Assumes 329 lbs/kft for 350 kcmil, 622 lbs for 500 kcmil, 939 lbs for 1000 kcmil, 1173 lbs for 1250 kcmil.
				SUBTOTAL	**$ 14,270,202.88**	

4 string ext Green		4 string edge Black		4 string int Orange		3 string ext Green		3 string edge Black		3 string int Orange		2 string ext Green		2 string edge Black		1 string ext Orange		1 string ext Orange	
m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm
132	4	132	2.5	132	2.2	100	4	100	2.5	100	2.2	68	4	68	2.5	35	4	35	2.5
ft	weight		weight		weight		weight		weight	32	weight		weight	33	weight		weight		weight
433.0709	3521	433.0709	2201	433.0709	1936	328.084	2667	328.084	1667	328.084	1467	223.0971	1814	223.0971	1134	114.8294	934	114.8294	583

Torque tube weight

8.13	lbs/ft	5" D	4 mm
5.08	lbs/ft	5" D	2.5 mm
4.47	lbs/ft	5" D	2.2 mm

average weight

4 str	2121.322	80/10/10
3 str	1607.062	80/10/10
2 str	1473.696	50/50
1 str	758.52	50/50

Fence

3	ft	deep
1	ft	diameter
2.356194	c ft	volume
13832.28	c ft	all fence posts
512.306	cy	all fence posts

road gravel

0.5	ft	height
16	ft	width
30,413	ft	length
243304	cft	
9011.25	cy	

Skid gravel

27.41667	length
20	width
1	height
548.3333	c ft
67993.33	cft totales
2518.269	

MITIGATION MEASURE COMPLIANCE CHECKLIST
Bonanza Peak Energy Project

Mitigation Measure	Mitigation Timing	Responsible Party
AES-1: Prepare visual studies that include existing views, scenic vistas, and visual resources and evaluate the potential impacts to existing visual resources. Site-specific visual studies shall be prepared to assess potential visual impacts for all proposed solar energy projects greater than 20 MW (utility scale) and for proposed solar energy projects that are commercial scale or community scale that have been determined by a qualified County planner to have the potential to impact visual resources within the individual SEDAs and the OVSA. The visual study shall include assessment of the existing visual environment, including existing views, scenic vistas, and visual resources, and evaluate the potential of the proposed solar energy project to adversely impact resources and degrade the visual character or quality of the site and its surroundings. The study shall include assessment of public views from key observation points, the locations of which shall be determined in consultation with County staff and, if applicable, other public agencies with jurisdiction over the project site (e.g., BLM). Visual simulations shall be prepared to conceptually depict post-development views from the identified key observation points. The analysis and results of the study shall be documented in a memorandum that will include: (1) an assessment of the existing visual environment, including existing views, scenic vistas, and visual resources and (2) an evaluation of the potential of the proposed solar energy project to adversely impact resources and degrade the visual character or quality of the site and its surroundings. Applicable recommendations from the project-specific visual analysis shall be incorporated into the associated individual project design to address identified potential visual impacts.	This measure has been satisfied by the Addendum and Visual Simulations (Appendix C). No further work is required.	N/A
AES-2: Reduce potential effects of glare by preparing site-specific glare studies that inform project design. Site-specific glare studies shall be prepared for all proposed solar energy projects greater than 20 MW (utility scale) and for proposed solar energy projects that are commercial scale or community scale that have been determined by a qualified County planner to have the potential to impact visual resources within the individual SEDAs and the OVSA to assess potential glare impacts. Applicable results and recommendations from the project specific glare study shall be incorporated into the associated individual project designs to address identified potential visual impacts.	This measure has been satisfied by Glare Analysis Memorandum (Appendix E). No further work is required.	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
AES-4: Install natural screens to protect ground-level views into the project. For all proposed solar energy projects greater than 20 MW (utility scale) and for proposed solar energy projects that are commercial scale or community scale that have been determined by a qualified County planner to have the potential to impact visual resources within the individual SEDAs and the Owens Valley Solar Array (OVSA), and where existing screening topography and vegetation are absent or minimal, natural-looking earthwork landforms (such as berms or contour slopes), vegetative, or architectural screening shall be installed to screen ground-level views into the project site. The shape and height of the earthwork landforms shall be context sensitive and consider distance and viewing angle from nearby public viewpoints.	Prior to/during construction.	Inyo County; Applicant
AES-5: Prepare lighting plan using BMPs consistent with the Renewable Energy Action Team's (REAT's) Best Management Practices and Guidance Manual (REAT 2010) to reduce night lighting during construction and operation. The project applicant shall prepare a lighting plan for all proposed solar energy projects greater than 20 MW (utility scale) and for proposed solar energy projects that are commercial scale or community scale that have been determined by a qualified County planner to have the potential to impact visual resources within the individual SEDAs and the OVSA that documents how project lighting would be designed and installed to minimize night sky impacts during construction and operation. The lighting plan shall include, at minimum, the following lighting design parameters: • Lighting shall be of the minimum necessary brightness consistent with operational safety and security requirements. • Lighting shall incorporate fixture hoods/shielding with light directed downward and toward the area to be illuminated. • Light fixtures that are visible from beyond the project boundary shall have cutoff angles that are sufficient to prevent lamps and reflectors from being visible beyond the project boundary, except where necessary for security. • Project lighting shall be kept off when not in use whenever feasible and consistent with safety and security requirements.	This measure has been satisfied by Basis of Design Report (Appendix A) Lighting Plan. No further work is required.	N/A
AES-6: Treat PV solar panel glass with anti-reflective coating. For proposed PV facilities greater than 20 MW (utility scale) and for proposed solar energy projects that are commercial scale or community scale that have been determined by a qualified County planner to have the	Prior to/during construction.	Inyo County; Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
potential to impact visual resources within the individual SEDAs and the OVSA, glass used to cover solar panels shall be treated with an anti-reflective coating to further decrease reflection and increase the transmission of light through the glass to the cells.		
AES-9: The project will implement BMPs and measures during construction to reduce the visual and aesthetic effects of the construction site. The following measures shall be implemented for all proposed solar energy projects greater than 20 MW (utility scale) and for proposed solar energy projects that are commercial scale or community scale that have been determined by a qualified County planner to have the potential to impact visual resources within the individual SEDAs and the OVSA during construction: • Construction boundaries and staging areas shall be clearly delineated and where appropriate fenced to prevent encroachment onto adjacent natural areas. • Construction staging and laydown areas visible from nearby roads, residences, and recreational areas shall be visually screened using temporary fencing. Fencing shall be of an appropriate design and color to visually blend with the site's surroundings. • Existing native vegetation shall be preserved to the greatest extent possible. • Project grading shall utilize undulating surface edges and contours that repeat the natural shapes, forms, textures, and lines of the surrounding landscape. • Exposed soils shall be restored to their original contour and vegetation. • Stockpiled topsoil shall be reapplied to disturbed surfaces.	During construction.	Inyo County; Construction Contractor
AES-10: Projects requiring overhead electrical transmission connections will consider design and installation techniques that reduce visual impacts. For projects that require overhead electrical transmission connections to existing transmission lines and for the potential off-site transmission corridor to serve the Trona, Chicago Valley, and Charleston View SEDAs, the following shall be considered in the design and alignment of the transmission line connections: • Avoid placing transmission towers and structures along ridgelines, peaks, or other locations where they would silhouette against the sky and affect the horizon. • Place transmission corridor connection alignments along edges of clearings or at transition areas (i.e., natural breaks in vegetation or topography).	This measure has initially been satisfied with the preparation of the Basis of Design Report (Appendix A). Additional implementation to occur during final engineering and prior to construction.	Inyo County; Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
• To the extent practicable, treat transmission towers and structures with color and surfaces to reduce visual contrast with the surrounding visual landscape. Alternative methods to reduce visual impacts may be considered for structures that cannot use conventional methods of painting without impeding electrical conveyance or without causing long-term environmental impacts through the constant reapplication of paint. These methods may include, but shall not be limited to, galvanizing or similar factory applied conductive non-paint treatments. • Use of appropriate and context-sensitive transmission tower types (i.e., lattice structures compared to monopoles) to reduce visual contrast with the surrounding visual landscape.		
AG-3: Invasive plant species or noxious weeds. To prevent the introduction and spread of noxious weeds, a project-specific integrated weed management plan shall be developed for approval by the permitting agencies, which would be carried out for the duration of the entire project. The plan shall include the following measures, at a minimum, to prevent the establishment, spread, and propagation of noxious weeds: • The area of vegetation and/or ground disturbance shall be limited to the absolute minimum and motorized ingress and egress shall be limited to defined routes. • Project vehicles shall be stored on-site in designated areas to minimize the need for multiple washings of vehicles that re-enter the project site. • Vehicle wash and inspection stations shall be maintained on-site and the types of materials brought onto the site shall be closely monitored. • The tires and undercarriage of vehicles entering or re-entering the project site shall be thoroughly cleaned. • Native vegetation shall be re-established as quickly as practicable on disturbed sites. • Weed Monitor and quickly implement control measures to ensure early detection and eradication of weed invasions. • Use certified weed-free straw, hay bales, or equivalent for sediment barrier installations	This measure has been satisfied by the Habitat Restoration, Revegetation, and Weed Management Plan. No further work is required.	N/A
AQ-1: Prepare site-specific air quality technical report. Prior to issuance of Major Use Permits for solar energy projects, a site-specific air quality technical report shall be prepared and approved by the County, which will verify compliance with County and Great Basin Unified Air Pollution Control District standards during construction and operation of the solar project.	This measure has been satisfied by Air Quality and GHG Emissions Report (Appendix F). No further work is required.	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
Mitigation Measures AQ-2 and AQ-3, as defined below, will be incorporated into the site-specific technical report, and will be implemented during construction and operation of future projects. These measures require implementation of dust control practices during construction activities and solar project operations.		
AQ-2: Reduce fugitive dust and particulate matter emissions during construction To control emissions of particulate matter, and to ensure compliance with GBUAPCD Rules 401 and 402 as well as applicable BMPs from Renewable Energy Action Team (REAT) Best Management Practices and Guidance Manual (REAT 2010), solar projects shall implement fugitive dust and particulate matter emissions control measures including, but not limited to the following: • Water and/or coarse rock all active construction areas as necessary and indicated by soil and air conditions; • Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard; • Pave or apply (non-toxic) soil stabilizers on all unpaved access roads unless otherwise addressed through alternative emission control measures (e.g., water); • Sweep daily (with water sweepers) all paved access roads; • Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets; • Suspend excavation and grading activity when sustained winds make reasonable dust control difficult to implement, e.g., for winds over 25 mph. • Limit the speed of on-site vehicles to 15 mph.	During construction	Inyo County; Construction Contractor
BIO-1: Prepare project level biological resources evaluation and mitigation and monitoring plan. Prior to the approval of any solar development projects or related infrastructure under the REGPA with the potential to impact biological resources as determined by a qualified biologist (defined as a biologist with	This measure has been satisfied by Biological Resources Technical Report (Appendix G). No	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
documented experience or training related to the subject species), a project level biological resource evaluation shall be prepared by a qualified biologist for the project. The biological resource evaluation shall include field reconnaissance and focused surveys as determined necessary by a qualified biologist to identify special status species and natural communities present or having the potential to occur on the site, an evaluation of the extent of those habitats, an evaluation of the potential for impacts to each special status species and/or habitat, and shall prescribe specific mitigation measures to avoid impacts to biological resources to the maximum extent practicable. The qualifications of any biologists conducting special status species surveys or focused habitat assessments will be submitted to CDFW prior to conducting fieldwork. The level of biological resource analysis will be based on factors such as the size of the proposed project, the extent of impacts to biological resources, and the sufficiency of existing data to determine impacts. An evaluation of the potential for off-site impacts to special status species and sensitive habitats will be included in the biological resources evaluation, especially for projects involving groundwater pumping. Chapter 2 of the Basin Plan protects beneficial uses for groundwater with respect to groundwater recharge and freshwater replenishment and beneficial uses for wildlife habitats and flora and fauna including cold freshwater habitat, warm freshwater habitat, wildlife habitat, rare, threatened, or endangered species, spawning, reproduction, and development, preservation of biological habitats of special significance, and migration of aquatic organisms (RWQCB 1995). A project-specific evaluation of potential impacts to beneficial uses for groundwater as specified in the Basin Plan will be included in the biological resources evaluation. For projects in the Chicago Valley or Charleston View SEDAs, potential impacts to special status species and/or riparian and other groundwater dependent habitat in the Amargosa Watershed will be evaluated. If any solar development projects are proposed in the Laws SEDA that would require groundwater pumping, a hydrologic study shall be conducted to determine the potential for impacts to the hydrology of Fish Slough and/or populations of Fish Slough milk-vetch. USFWS and CDFW shall be contacted during preparation of the biological resources evaluation to obtain the best available scientific data on such potential impacts including existing hydrologic studies (e.g., the unpublished State of the Basin Report- 2014 prepared by Zdon and Associates, Inc.). For projects with the potential to impact on- or off-site special status species or habitats as determined in the biological resources evaluation, a project-specific biological resources mitigation and monitoring plan shall be prepared that meets the approval of permitting agencies. The plan shall be implemented during all phases of the project and shall identify appropriate mitigation levels to compensate for significant direct, indirect, and cumulative impacts, including habitat, special status plant, and wildlife species losses as well as impacts to groundwater dependent vegetation or off-site	further work is required.	

Mitigation Measure	Mitigation Timing	Responsible Party
impacts to special status species or sensitive habitats due to groundwater pumping. The plan shall address at a minimum: • Biological resource avoidance and minimization measures and mitigation, monitoring and compliance measures required by federal, state, and local applicable permitting agencies. • Documentation (based on surveys) of sensitive plant and wildlife expected to be affected by all phases of the project (project construction, operation, abandonment, and decommissioning). Agencies may request additional surveying, based on the documentation or past experience working with the resources. Include measures to avoid or minimize impacts to species and habitat. • A detailed description of measures to minimize or mitigate permanent and temporary disturbances from construction activities. • All locations on a map, at an approved scale, of sensitive plant and wildlife areas subject to disturbance and areas requiring temporary protection and avoidance during construction. • Aerial photographs or images, at an approved scale, of areas to be disturbed during project construction activities. • Duration for each type of monitoring and a description of monitoring methodologies and frequency. • Performance standards and criteria to be used to determine if/when proposed mitigation is or is not successful. • All standards and remedial measures to be implemented if performance standards and criteria are not met. • A closure/decommissioning or abandonment plan, including a description of funding mechanism(s). • A process for proposing plan modifications to the County project manager.		

Mitigation Measure	Mitigation Timing	Responsible Party
• All locations on a map, at an approved scale, of sensitive plant and wildlife areas subject to disturbance and areas requiring temporary protection and avoidance during construction. • Aerial photographs or images, at an approved scale, of areas to be disturbed during project construction activities. • Duration for each type of monitoring and a description of monitoring methodologies and frequency. • Performance standards and criteria to be used to determine if/when proposed mitigation is or is not successful. • All standards and remedial measures to be implemented if performance standards and criteria are not met. • A closure/decommissioning or abandonment plan, including a description of funding mechanism(s). • A process for proposing plan modifications to the County project manager.		
BIO-2a: Minimize impacts to special status plants. • Prior to the approval of any solar development projects or related infrastructure under the REGPA, a CDFW-approved botanist shall evaluate the potential for special status plant species to occur on the site and conduct surveys, if necessary, to determine presence or infer absence of special status plants on the site following the November 24, 2009 *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* or the most current guidelines. When special status plants are found on a site, the project shall be redesigned or modified to avoid direct and indirect impacts on special status plants, to the maximum extent feasible, as determined by the County. In order to avoid direct and indirect impacts to special status plants, the projects should be resisted or re-configured to provide an avoidance buffer of at least 0.25 mile from special status plant populations to account for the physical and biological processes that provide these species with their habitat and pollinator needs.	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant; Qualified Botanist

BIO-2b: Minimize impacts to special status plants. If special status plants are identified in the project area and complete avoidance of direct and indirect impacts is not feasible as determined by the County, the following measures shall be implemented to avoid and minimize impacts on special status plants: • If feasible, when special status plants are found on a site, the project shall be redesigned or modified to avoid direct and indirect impacts on special status plants, as determined by the County. In order to avoid direct and indirect impacts to special status plants, the projects should be re-sited or re-configured to provide an avoidance buffer of at least 0.25 mile from special status plant populations to account for the physical and biological processes that provide these species with their habitat and pollinator needs. For projects that are determined to have the potential to result in "take" of state or federally listed plant species, consultation shall be conducted with CDFW or USFWS respectively prior to project commencement, and appropriate mitigation measures developed if necessary. • When individuals of a special status species occur within an area proposed for construction and take cannot be avoided mitigation shall be developed in coordination with USFWS and/or CDFW to reduce impacts on the local population of the special status species. Mitigation measures approved by USFWS and/or CDFW may include transplantation under the direction of a CDFW-approved botanist if transplantation of such species is deemed likely to succeed, or seed shall be collected prior to destruction of the plants and dispersed in suitable habitats not impacted by construction, if such habitats exist and seed collection is deemed likely to be successful by a CDFW-approved botanist with experience propagating the species in question. In all cases, CDFW will be notified at least 10 days prior to removal of any special status plant to allow transplantation or collection of seed at their discretion. If transplanting is proposed, the botanist shall coordinate with the appropriate resource agencies and local experts to determine whether transplantation is feasible. If the agencies concur that transplantation is a feasible mitigation measure, the botanist shall develop and implement a transplantation plan through coordination with the appropriate agencies. The special status plant transplantation plan shall involve identifying a suitable transplant site; moving some or all of the plant material and seed bank to the transplant site; collecting seed material and propagating it in a nursery (in some cases it is appropriate to keep plants onsite as nursery plants and sources for seed material); and monitoring the transplant sites to document recruitment and survival rates. Monitoring shall be conducted for a period of five years and transplantation shall be	Coordination with agencies is ongoing. The Special-Status Plant Mitigation and Monitoring Plan has been submitted to CDFW for approval.	Inyo County; Applicant; Qualified Botanist

Mitigation Measure	Mitigation Timing	Responsible Party
considered successful if an 80 percent survival rate has been achieved by the end of the five-year monitoring period. • A mitigation and monitoring plan shall be developed by a qualified botanist/ restoration ecologist and submitted to CDFW for approval prior to approval of the proposed project. The mitigation and monitoring plan will dictate appropriate avoidance and minimization measures, compensatory mitigation, and monitoring requirements as pertinent to the specific species and level of impact(s). Mitigation shall include, but is not limited to 1) protection of special status plant populations not directly impacted by construction or implementation of the project as stated above; 2) transplantation and/or collection of seed from impacted plants if feasible, as stated above; and, 3) the preservation in perpetuity of an equivalent or larger off-site population for every individual or population of special status plant impacted including sufficient land surrounding the preserved population to ensure its survival in perpetuity as determined by a qualified botanist/ restoration ecologist, unless in review of the submitted plan CDFW approves an alternative preservation proposal as satisfying the intent of this mitigation measure. The qualified botanist/ restoration ecologist shall include plans to restore and enhance the preserved populations to the extent feasible.		
BIO-2c: Minimize impacts to special status plants. • If any solar development projects are proposed in the Laws SEDA that would require groundwater pumping, a hydrologic study shall be conducted to determine the potential for impacts to the hydrology of Fish Slough and/or populations of Fish Slough milk-vetch, pursuant to Mitigation Measure HYD-2 in Section 4.9, Hydrology and Water Quality. If any solar development projects are proposed in the Chicago Valley or Charleston View SEDAs that would require groundwater pumping, a hydrologic study shall be conducted to determine the potential for down-watershed impacts to the habitats for special status plants in the Amargosa Watershed including the portion of the Amargosa River that has been designated by Congress as "Wild and Scenic." If such studies conclude that any project has the potential to result in indirect impacts to the hydrology of off-site habitat for special status plant species (e.g., Fish Slough, marshes, riparian areas, alkaline flats in the Amargosa Watershed and the portion of the Amargosa River that has been designated by Congress as "Wild and Scenic"), a management plan will be prepared in coordination with the County and submitted to the appropriate resource agency with oversight for the species or habitat in question. The plan	This measure has been satisfied with the preparation of the Hydrology & Water Quality Assessment (Appendix M), the Water Supply Assessment (Appendix N), and the Hydrographic Basin Summary and Groundwater Monitoring Plan (Appendix TBD). No further work is required.	Inyo County; Applicant; Qualified Biologist

Commented [CN1]: Inyo County/Helix - the HWR team is working to provide this analysis ASAP. Please update this reference to match the intended public release of the forthcoming document.

Mitigation Measure	Mitigation Timing	Responsible Party
shall describe any appropriate monitoring, such as vegetation and/or water table monitoring, and prescribe mitigation to offset the impacts of the project on off-site habitat for special status plants such as preservation of suitable habitat or funding of activities to restore, enhance or conserve habitat within the County.		
BIO-3a: Minimize impacts to special status wildlife. Prior to the approval of any solar development projects or related infrastructure under the REGPA with the potential to impact special status wildlife as determined by a qualified biologist, a CDFW-approved wildlife biologist shall conduct a survey to document the presence or absence of suitable habitat for special status wildlife in the project site. The following steps shall be implemented to document special status wildlife and their habitats for each project, as determined by the CDFW-approved wildlife biologist: • Review Existing Information. The wildlife biologist shall review existing information to develop a list of special status wildlife species that could occur in the project area or be impacted by the proposed project, either directly or indirectly (e.g., groundwater pumping could result in indirect impacts to off-site habitats for special status wildlife). The following information shall be reviewed as part of this process: the USFWS special status species list for the project region, CDFW's CNDDB, previously prepared environmental documents, and USFWS issued biological opinions for previous projects. If the project is taking place on BLM or state administered lands (e.g., BLM, State Trust Lands), the list of special status wildlife from that land managing agency shall be obtained and reviewed in addition to the lists previously mentioned. • Coordinate with State and Federal Agencies. The wildlife biologist shall coordinate with the appropriate agencies (CDFW, USFWS, BLM) to discuss wildlife resource issues in the project region and determine the appropriate level of surveys necessary to document special status wildlife and their habitats. • Conduct Field Studies. The wildlife biologist shall evaluate existing habitat conditions and determine what level of biological surveys may be required. The type of survey required shall depend on species richness, habitat type and quality, and the probability of special status species occurring in a particular habitat type. Depending on the existing conditions in the project area and the proposed construction activity, one or a combination of the following levels of survey may be required:	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
• Habitat Assessment. A habitat assessment determines whether suitable habitat is present. The wildlife biologist shall conduct project-specific habitat assessments consistent with protocols and guidelines issued by responsible agencies for certain special status species (e.g., USFWS' 2004 Protocol for Evaluating Bald Eagle Habitat and Populations in California). Habitat assessments are used to assess and characterize habitat conditions and to determine whether return surveys are necessary. If no suitable habitat is present for a given special status species, no additional species-focused or protocol surveys shall be required. • Species-Focused Surveys. Project-specific species-focused surveys (or target species surveys) shall be conducted if suitable habitat is present for special status wildlife and if it is necessary to determine the presence or absence of the species in the project area. The wildlife biologist shall conduct project-specific surveys focusing on special status wildlife species that have the potential to occur in the region. The surveys shall be conducted during a period when the target species are present and/or active. • Protocol-Level Wildlife Surveys. The wildlife biologist shall conduct project specific protocol level surveys for special status species with the potential to be impacted by the proposed project. The surveys shall comply with the appropriate protocols and guidelines issued by responsible agencies for the special status species. USFWS and CDFW have issued survey protocols and guidelines for several special- status wildlife species that could occur in the project region, including (but not limited to): bald eagle, burrowing owl, golden eagle, Swainson's hawk, least Bell's vireo, willow flycatcher, desert tortoise, and desert kit fox. The protocols and guidelines may require that surveys be conducted during a particular time of year and/or time of day when the species is present and active. Many survey protocols require that only a USFWS- or CDFW-approved biologist perform the surveys. The project proponent shall coordinate with the appropriate state or federal agency biologist before the initiation of protocol-level surveys to ensure that the survey results would be valid. Because some species can be difficult to detect or observe, multiple field techniques may be used during a survey period and additional surveys may be required in subsequent seasons or years as outlined in the protocol or guidelines for each species.		

Mitigation Measure	Mitigation Timing	Responsible Party
• Habitat Mapping. The wildlife biologist shall map special status wildlife or suitable habitat identified during the project-specific field surveys. • A Scientific Collecting Permit is required to take, collect, capture, mark, or salvage, for scientific, educational, and non-commercial propagation purposes, mammals, birds and their nests and eggs, reptiles, amphibians, fishes and invertebrates (Fish and Game Code Section 1002 and Title 14 Sections 650 and 670.7). All biologists will be required to obtain a Scientific Collecting Permit that may be required to handle any live or dead animals during construction or operation of a project.		
BIO-3b: Minimize impacts to special status wildlife. In addition, the following measures should be implemented to avoid and minimize impacts on special status species and their habitats if they occur within a site: • For projects that are determined to have the potential to result in "take" of state or federally-listed animal species, consultation shall be conducted with CDFW or USFWS respectively and appropriate mitigation measures developed as necessary, and take authorization shall be obtained prior to project commencement, if relevant. • If ground disturbing activities are required prior to site mobilization, such as for geotechnical borings or hazardous waste evaluations, a CDFW-approved biologist shall be present to monitor any actions that could disturb soil, vegetation, or wildlife. • In areas that could support desert tortoise or any other sensitive wildlife species, a qualified biologist with the appropriate CDFW and/or USFWS approvals for the species being relocated shall be onsite and respond accordingly should an animal need to be relocated. • Vehicular traffic during project construction and operation shall be confined to existing routes of travel to and from the project site, and cross country vehicle and equipment use outside designated work areas shall be prohibited. Vehicles shall not exceed 25 mph on the project site. Vehicles shall abide by posted speed limits on paved roads.	Prior to/during construction and operation. Coordination with agencies is ongoing.	Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
• A CDFW-approved biologist shall be designated to oversee compliance with biological resources avoidance and minimization measures during mobilization, ground disturbance, grading, construction, operation, and closure/decommissioning, or project abandonment, particularly in areas containing or known to have contained sensitive biological resources, such as special status species and unique plant assemblages. The CDFW-approved biologist shall perform biological monitoring during all grading, clearing, grubbing, trenching, and construction activities consistent with monitoring required in any permit issued by the USFWS and CDFW. The boundaries of all areas to be disturbed (including staging areas, access roads, and sites for temporary placement of spoils) shall be delineated with stakes and flagging prior to construction activities in consultation with the biological monitor. Spoils shall be stockpiled in disturbed areas lacking native vegetation and which do not provide habitat for special status species. Parking areas, staging and disposal site locations shall also be located in areas without native vegetation or special status species habitat. All disturbances, vehicles, and equipment shall be confined to the flagged areas. The CDFW-approved biologist shall be responsible for actions including, but not limited to, the following: o Clearly marking sensitive biological resource areas and inspecting the areas at appropriate intervals for meeting regulatory terms and conditions. o Inspecting, daily, active construction areas where wildlife may have become trapped (for example, trenches, bores, and other excavation sites that constitute wildlife pitfalls outside the permanently fenced area) before beginning construction. At the end of the day, conducting wildlife inspections of installed structures that would entrap or not allow escape during periods of construction inactivity. Periodically inspecting areas with high vehicle activity (such as parking lots) for wildlife in harm's way. o Periodically inspect stockpiled material and other construction material and equipment (including within the fenced areas) throughout the day as some species such as desert kit fox may enter the project site at any time. o Overseeing special status plant salvage operations.		

Mitigation Measure	Mitigation Timing	Responsible Party
○ Immediately recording and reporting hazardous spills immediately as directed in the project hazardous materials management plan. ○ Coordinating directly and regularly with permitting agency representatives regarding biological resources issues, and implementation of the biological resource avoidance and minimization measures. ○ Maintaining written records regarding implementation of the biological resource avoidance and minimization measures, and providing a summary of these records periodically in a report to the appropriate agencies. ○ Notifying the project owner and appropriate agencies of non-compliance with biological resource avoidance and minimization measures. ○ At the end of each work day, the biological monitor shall ensure that all potential wildlife pitfalls (trenches, bores, and other excavations) have been backfilled or if backfilling is not feasible, the biological monitor shall ensure that all trenches, bores, and other excavations are sloped at a 3:1 ratio at the ends to provide wildlife escape ramps, or covered completely to prevent wildlife access, or fully enclosed with desert tortoise-exclusion fencing. All trenches, bores, and other excavations outside the areas permanently fenced with desert tortoise exclusion fencing shall be inspected periodically, but no less than three times, throughout the day and at the end of each workday by the CDFW-approved biologist. Should a tortoise or other wildlife become trapped, the CDFW and USFWS-approved desert tortoise biologist shall remove and relocate the individual as described in the project's Desert Tortoise Relocation/Translocation Plan. Any wildlife encountered during the course of construction shall be allowed to leave the construction area unharmed. ○ Any construction pipe, culvert, or similar structure with a diameter greater than 1 inch, stored less than 8 inches aboveground, and within desert tortoise habitat (i.e., outside the permanently fenced area) for one or more nights, shall be inspected by the biological monitor for desert tortoises or other special status species such as fringe-toed lizard, before the material is moved, buried, or capped. As an alternative, all such structures may be		

Mitigation Measure	Mitigation Timing	Responsible Party
capped before being stored outside the fenced area, or placed on pipe racks. These materials would not need to be inspected or capped if they are stored within the permanently fenced area after the clearance surveys have been completed. • Access roads, pulling sites, storage and parking areas outside of the fenced solar facility area shall be designed, installed, and maintained with the goal of minimizing impacts to native plant communities and sensitive biological resources. Transmission lines and all electrical components shall be designed, installed, and maintained in accordance with the APLIC Suggested Practices for Avian Protection on Power Lines (APLIC 2006) and Mitigating Bird Collisions with Power Lines (APLIC 2004) to reduce the likelihood of bird electrocutions and collisions. • Facility lighting shall be designed, installed, and maintained to direct light downwards towards the project site and avoid light spillover to wildlife habitat. • Construction and operation related noise levels shall be minimized to minimize impacts to wildlife. • All vertical pipes shall be capped to prevent the entrapment of birds and other wildlife. • All vehicles and equipment shall be maintained in proper working condition to minimize the potential for fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials. The biological monitor shall be informed of any hazardous spills immediately. Hazardous spills shall be immediately cleaned up and the contaminated soil properly disposed of at a licensed facility. Servicing of construction equipment shall take place only at a designated area. Service/maintenance vehicles shall carry a bucket and pads to absorb leaks or spills. • Road surfacing and sealants as well as soil bonding and weighting agents used on unpaved surfaces shall be non-toxic to wildlife and plants. Anticoagulants shall not be used for rodent control. Pre-emergents and other herbicides with documented residual toxicity shall not be used. Herbicides shall be applied in conformance with federal, state, and local laws and according to the guidelines for wildlife- safe use of herbicides in BIO 24 (Weed Management Plan). • The following measures shall be implemented to minimize attractants to wildlife:		

Mitigation Measure	Mitigation Timing	Responsible Party
○ If the application of water is needed to abate dust in construction areas and on dirt roads, use the least amount needed to meet safety and air quality standards and prevent the formation of puddles, which could attract wildlife to construction sites. The biological monitor shall patrol these areas to ensure water does not puddle and attract desert tortoise, common ravens, and other wildlife to the site and shall take appropriate action to reduce water application where necessary. ○ Water shall be prohibited from collecting or pooling for more than 24 hours after a storm event within the project retention basin. Standing water within the retention basin shall be removed, pumped, raked, or covered. Alternative methods or the timeframe for allowing the water to pool may be modified with the approval of the biological monitor. ○ Dispose trash and food-related items in self-closing, sealable containers with lids that latch to prevent wind and wildlife from opening containers. Empty trash containers daily and remove from the project site those associated with construction when construction is complete. ○ To avoid attracting insectivorous birds and bats, prepare a facility vector (such as mosquitoes or rodents) control plan, as appropriate, that meets the permitting agency approval and would be implemented during all phases of the project. • Workers or visitors, while on project property, shall be prohibited from feeding wildlife, bringing domestic pets to the project site, collecting native plants, or harassing wildlife. • To reduce the potential for the transmission of fugitive dust the project proponent shall implement dust control measures. These shall include: ○ The project proponent shall apply non-toxic soil binders, equivalent or better in efficiencies than the CARB- approved soil binders, to active unpaved roadways, unpaved staging areas, and unpaved parking area(s) throughout construction to reduce fugitive dust emissions, unless otherwise addressed through alternative emission control measures (e.g., water).		

Mitigation Measure	Mitigation Timing	Responsible Party
○ Water the disturbed areas of the active construction sites at least three times per day and more often if uncontrolled fugitive dust is noted. Enclose, cover, water twice daily, and/or apply non-toxic soil binders according to manufacturer's specifications to exposed piles with a 5 percent or greater silt content. Agents with known toxicity to wildlife shall not be used. ○ Establish a vegetative ground cover (in compliance with biological resources impact mitigation measures above) or otherwise create stabilized surfaces on all unpaved areas at each of the construction sites within 21 days after active construction operations have ceased. ○ Increase the frequency of watering, if water is used as a soil binder for disturbed surfaces, or implement other additional fugitive dust mitigation measures, to all active disturbed fugitive dust emission sources when wind speeds (as instantaneous wind gusts) exceed 25 mph. • A project-specific worker environmental awareness program (WEAP) shall be developed and carried out during all phases of the project (site mobilization, ground disturbance, grading, construction, operation, closure/decommissioning, or project abandonment, and restoration/reclamation activities). The WEAP shall include the biological resources present and the measures for minimizing impacts to those resources. Interpretation for non-English speaking workers shall be provided, and all new workers shall be instructed in the WEAP. The project field construction office files will contain the names of onsite personnel (for example, surveyors, construction engineers, employees, contractors, contractor's employees/ subcontractors) who have participated in the education program. All employees and contractors shall be trained to carry out the WEAP and on their role in ensuring the effectiveness of implementing the Plan. At a minimum, the WEAP shall including the following: ○ Photos and habitat descriptions for special status species that may occur on the project site and information on their distribution, general behavior, and ecology. ○ Species sensitivity to human activities.		

Mitigation Measure	Mitigation Timing	Responsible Party
○ Legal protections afforded the species. ○ Project measures for protecting species. ○ State and federal law violation penalties. ○ Worker responsibilities for trash disposal and safe/ humane treatment of special status species found on the project site, associated reporting requirements, and specific required measures to prevent taking of threatened or endangered species. ○ Handout materials summarizing the contractual obligations and protective requirements specified in project permits and approvals. ○ Project site speed limit requirements and penalties.		
BIO-3c: Minimize impacts to special status wildlife. • A project specific restoration, re-vegetation, and reclamation plan that meets the approval of permitting agencies shall be prepared and carried out for all projects. The plan shall address at a minimum: ○ Minimizing natural vegetation removal and the consideration of cutting or mowing vegetation rather than total removal, whenever possible. ○ Salvage and relocation of cactus and yucca from the site before beginning construction. ○ Identification of protocols to be used for vegetation salvage. ○ Reclaiming areas of temporarily disturbed soil using certified weed free native vegetation and topsoil salvaged from excavations and construction activities.	This measure has been satisfied by the Habitat Restoration, Revegetation, and Weed Management Plan. No further work is required.	Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
○ Restoration and reclamation of temporarily disturbed areas, including pipelines, transmission lines, staging areas, and temporary construction-related roads as soon as possible after completion of construction activities. The actions are recommended to reduce the amount of habitat converted at any one time and promote recovery to natural habitats. ○ Specifying proper seasons and timing of restoration and reclamation activities to ensure success.		
BIO-3d: Minimize impacts to special status wildlife. If any solar development projects are proposed that would require groundwater pumping, a hydrologic study shall be conducted to determine the potential for indirect off-site impacts to special status wildlife species and/or their habitats. If such studies conclude that any project has the potential to result in indirect impacts to the hydrology of off-site habitat for special status wildlife species (e.g., Amargosa vole, Ash Meadows naucorid), a management plan will be prepared in coordination with the County and submitted for approval to the appropriate resource agency with regulatory oversight for the species or habitat in question. The plan shall describe any appropriate monitoring, such as vegetation and/or water table monitoring, and prescribe mitigation to offset the impacts of the project on off-site habitat for special status wildlife such as preservation of suitable habitat or funding of activities to restore, enhance or conserve habitat within the County.	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G), the Hydrology & Water Quality Assessment (Appendix M), the Water Supply Assessment (Appendix N), and the Hydrographic Basin Summary and Groundwater Monitoring Plan (Appendix TBD). No further work is required.	Applicant
BIO-6a: Minimize impacts to desert tortoise. The following measures shall be implemented for any solar development project(s) or related infrastructure under the REGPA that is determined during the project level biological resource evaluation (Mitigation Measure BIO-1) to have the potential to affect desert tortoise in order to avoid, minimize, and mitigate impacts:	. Coordination with the agencies is on-going.	Inyo County; Applicant; Qualified Biologist

Commented [CN2]: Inyo County/Helix - Ibid.

Mitigation Measure	Mitigation Timing	Responsible Party
• Consultation shall be conducted with CDFW and USFWS for any projects where desert tortoise or signs of their presence are found on the site and/or the project is determined by a CDFW-approved biologist to have the potential to impact desert tortoise. In such cases, permits under Section 2080 of the Fish and Game Code and Section 7/10 of Federal Endangered Species Act (FESA) authorizing incidental take of desert tortoise will be obtained from CDFW and USFWS respectively prior to implementation of the project, including any project-related ground disturbing activities. All requirements of the 2081/2080.1 permit and the Biological Opinion shall be implemented. • The project proponent shall fully mitigate for habitat loss and potential take of desert tortoise. The project specific mitigation shall be developed in coordination with CDFW and USFWS and would be reflective of the mitigation measures described in the Biological Opinion prepared by the USFWS for the project. • The project developer shall provide funds for regional management of common ravens through the payment of a per-acre fee as determined in consultation with the USFWS. The fee shall be commensurate with current per-acre fees (at the time of project approval) required by the BLM and the CEC for development projects in the desert with the potential to provide subsidies to common ravens such as shelter, perching sites, and food. The fee shall be used by the Desert Managers Group, or other entity or funding mechanism designated by USFWS, to manage common ravens in the California desert with the goal of reducing their predation on desert tortoises. • Unless as noted herein, Projects shall not be sited within areas identified for desert tortoise recovery or conservation according to the Draft Revised Recovery Plan for the Mojave Population of the Desert Tortoise (Gopherus agassizii) (USFWS 2011) (such as designated critical habitat, Area of Critical Environmental Concern [ACEC], Desert Wildlife Management Area [DWMA], priority connectivity areas, and other areas or easements managed for desert tortoises). A small portion (up to 5% of the Developable Area) of the Project may be sited in priority connectivity areas if agreed to by the USFWS and CDFW and all impacts are mitigated.[1]		

[1] Approximately 4.2% of the Bonanza Peak Energy Project's 2,400-acre Developable Area is within a priority connectivity area.

Mitigation Measure	Mitigation Timing	Responsible Party
• On project sites containing desert tortoise, consultation shall be conducted with USFWS and CDFW to determine the need for and/or feasibility of conducting desert tortoise translocation (changing location or position) to minimize the taking of the tortoises, if they are observed within the proposed project area. Federal translocation plan guidance may be accessed at: http://www.fws.gov/ventura/speciesinfo/protocols_guidelines/. Translocation plan development and implementation may require, but not be limited to: additional surveys of potential recipient sites; translocated and resident tortoise disease testing and health assessments; monitoring protocols; and consideration of climatic conditions at the time of translocation. Due to the potential magnitude of proposed renewable energy project impacts on desert tortoises, USFWS and CDFW must evaluate translocation efforts on a project by project basis in the context of cumulative effects.		
BIO-6b: Minimize impacts to desert tortoise. • A desert tortoise authorized biologist approved by CDFW and USFWS shall be contracted to oversee and be responsible for ensuring compliance with desert tortoise avoidance and minimization measures before initiation of and during ground-disturbing activities. The desert tortoise biologist shall conduct clearance surveys, tortoise handling, artificial burrow construction, egg handling, and other procedures in accordance with the Guidelines for Handling Desert Tortoise During Construction Projects (Desert Tortoise Council 1999) or the most current USFWS guidance. The desert tortoise biologist shall be present on site from March 15 through October 31 (active season) during ground disturbing activities in areas outside the tortoise exclusion fencing. It is recommended that the biologist be on call from November 1 to March 14 (inactive season) and checks such construction areas immediately before construction activities begin. • Refer to the Ventura Fish and Wildlife Office website http://www.fws.gov/ventura/endangered/species/surveys-protocol.html for desert tortoise authorized biologist and monitor responsibilities and qualifications, and survey and translocation guidance, and refer to the Nevada Fish and Wildlife Office (desert tortoise recovery office) website http://www.fws.gov/nevada/desert_tortoise/dtro/.html for desert tortoise federal recovery plan documents. Methods for clearance surveys, fence specification and installation, tortoise handling, artificial burrow construction, egg handling and other procedures shall be consistent with those	Prior to/during construction.	Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
described in the 2013 USFWS Desert Tortoise Field Manual available at the Ventura Fish and Wildlife Office website listed above, or more current guidance provided by CDFW and USFWS. All terms and conditions described in the Biological Opinion for the project prepared by the USFWS shall be implemented. • The project owner shall undertake appropriate measures to manage the construction site and related facilities in a manner to avoid or minimize impacts to desert tortoise. These measures include, but are not limited to, the following: o The project applicant shall notify the USFWS and CDFW prior to project commencement and prior to the commencement of any ground disturbing activities. o Before starting project ground disturbing activities, the project proponent shall avoid potential desert tortoise harm by incorporating desert tortoise exclusion fencing into permanent fencing surrounding the proposed facility, and installing desert tortoise exclusion fencing around temporary project construction areas such as staging area, storage yards, excavations, and linear facilities. The tortoise exclusion fencing shall be constructed consistent with the USFWS 2010 Desert Tortoise Exclusion Fence Specifications or the most current guidance provided by USFWS and CDFW, and should be constructed in late winter or early spring to minimize impacts to desert tortoise and accommodate subsequent tortoise surveys. o Within 24-hours before starting tortoise exclusion fence construction, the desert tortoise biologist shall survey the fence alignment and utility right-of-way alignments and clear desert tortoises from the area. The surveys and relocation methods shall be conducted using techniques approved by the CDFW and USFWS. Following construction of the tortoise exclusion fence, the desert tortoise biologist shall conduct clearance surveys within the fenced area to ensure as many desert tortoises as possible have been removed from the site. Burrows and tortoises identified within the project area shall be handled according to the 2013 USFWS Desert Tortoise Field Manual, and tortoises requiring relocation shall be handled in accordance with the project Desert Tortoise Relocation/Translocation Plan.		

Mitigation Measure	Mitigation Timing	Responsible Party
○ Heavy equipment may enter the project site following the completion of project area desert tortoise clearance surveys by the desert tortoise biologist. Monitoring initial clearing and grading activities by the biologist will help ensure that tortoises missed during the initial clearance survey are moved from harm's way. ○ The desert tortoise biologist shall be responsible for appropriate documentation and reporting to the permitting agencies for desert tortoises handled, in accordance with the project Desert Tortoise Relocation/Translocation Plan. ○ Security gates shall be designed with minimal ground clearance to deter ingress by tortoises. The gates shall be kept closed, except for the immediate passage of vehicles, to prevent desert tortoise passage into the project area. ○ Following installation of the desert tortoise exclusion fencing, both the permanent site fencing and temporary fencing in the utility corridors, the fencing shall be regularly inspected by the biological monitor. The biological monitor shall ensure that damage to the permanent or temporary fencing is immediately blocked to prevent tortoise access and permanently repaired within 72-hours between March 15 and October 31, and within seven days between November 1 and March 14. The biological monitor shall inspect permanent fencing quarterly and after major rains to ensure fences are intact and there is no ground clearance under the fence that would allow tortoises to pass. The biologist shall inspect construction pipes, culverts, or similar structures: (a) with a diameter of one inch or greater, (b) stored for one or more nights, (c) less than 8-inches aboveground, and (d) within desert tortoise habitat (outside the permanently fenced area), before the materials are moved, buried, or capped. As an alternative, the materials may be capped before storing outside the fenced area or placing on pipe racks. Inspection or capping is not necessary if the materials are stored within the permanently fenced area after completing desert tortoise clearance surveys.		

Mitigation Measure	Mitigation Timing	Responsible Party
○ The project proponent shall ensure vehicular traffic does not exceed 25 mph within the delineated project areas or on access roads in desert tortoise habitat. On unpaved roads suppress dust and protect air quality by observing a 10-mile per hour speed limit. ○ To avoid vehicle impacts to desert tortoise, workers shall be responsible for inspecting the ground under the vehicle for the presence of desert tortoise any time a vehicle or construction equipment is parked in desert tortoise habitat outside the permanently fenced area. If a desert tortoise is seen, it may move on its own. If it does not move within 15-minutes, the desert tortoise biologist may remove and relocate the animal to a safe location.		
BIO-6c: Minimize impacts to desert tortoise. • The project proponent shall develop and implement a Desert Tortoise Relocation/Translocation Plan that is consistent with current USFWS approved guidelines. The goal of the plan will be to safely exclude desert tortoises from within the fenced project area and relocate/translocate them to suitable habitat capable of supporting them, while minimizing stress and potential for disease transmission. The plan shall be developed in consultation with the USFWS to ensure the document does not conflict with conditions issued under an Incidental Take Statement. The plan will utilize the most recent USFWS guidance on translocation that includes siting criteria for the translocation site and control site, methods for translocation/relocation including the holding pen, and post translocation/relocation monitoring. Development and implementation of a translocation plan may require, but may not be limited to, additional surveys of potential recipient sites; disease testing and health assessments of translocated and resident tortoises; and consideration of climatic conditions at the time of translocation. The plan shall designate a relocation site as close as possible to the disturbance site that provides suitable conditions for long term survival of the relocated desert tortoise and outline a method for monitoring the relocated tortoise. • The Desert Tortoise Relocation/Translocation Plan must be approved by the County, CDFW and USFWS prior to any project-related ground disturbing activity. Plans may also be subject to approval by the County as part of the conditions of approval for future projects.	This measure has been initially satisfied with preparation of the Desert Tortoise Translocation Plan. Coordination with the agencies is on-going.	Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
• Within 30-days after initiation of relocation and/or translocation activities, the Designated Biologist shall provide to the Project Manager for review and approval, a written report identifying which items of the plan have been completed, and a summary of all modifications to measures made during implementation of the plan. Written monthly progress reports shall be provided to the Project Manager for the duration of the plan implementation.		
BIO-6d: Minimize impacts to desert tortoise. The project proponent shall design and implement a Raven Monitoring, Management, and Control Plan that is consistent with the most current USFWS raven management guidelines. The goal of the plan shall be to minimize predation on desert tortoises by minimizing project-related increases in raven abundance. The plan shall be approved by the County, CDFW and USFWS prior to the start of any project-related ground disturbing activities. Plans may also be subject to approval by the County as part of the conditions of approval for future projects.	This measure has been satisfied with the preparation of the Raven Monitoring, Management, and Control Plan (Appendix S). No further work is required.	Inyo County; Applicant; Qualified Biologist
BIO-7: Minimize impacts to special status reptiles (except desert tortoise). The following measures shall be implemented for any solar development project(s) or related infrastructure under the REGPA that is determined during the project level biological resource evaluation (Mitigation Measure BIO-1) to have the potential to affect special status reptiles (with the exception of desert tortoise which has separate mitigation measures): • Surveys for special status reptiles including but not limited to northern sagebrush lizard, Panamint alligator lizard, and Mojave fringe-toed lizard shall be conducted by a CDFW-approved biologist with experience surveying for and/or handling these species. If construction is scheduled to commence during the optimal period of identification for these species, then surveys shall be conducted within two weeks prior to the commencement of construction. If construction is not scheduled to commence during the optimal period of identification for these species, then surveys shall be conducted during the optimal period of identification for these species (in the calendar year prior to construction) and again within two weeks prior to the commencement of construction.	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
• If any of these species are found on a project site during the surveys, CDFW will be contacted and avoidance and mitigation measures appropriate to the species will be developed. Avoidance measures could include actions such as waiting to begin construction until the animal passively disperses from the project site, active relocation of the animal, or allowing construction to begin with the institution of an appropriate no disturbance buffer until the animal has passively dispersed. Mitigation measures could include restoration of temporarily disturbed habitats. • If federal or state-listed reptiles not discussed above are determined to have the potential to occur on a project site or otherwise be impacted by the project, consultation shall be conducted with USFWS and CDFW respectively to determine the survey protocol and mitigation measures appropriate to the species.		
BIO-8: Minimize impacts to Swainson's hawk. The following measures shall be implemented for any solar development project(s) or related infrastructure under the REGPA that is determined during the project level biological resource evaluation (Mitigation Measure BIO-1) to have the potential to affect Swainson's hawk: • Surveys shall be conducted for Swainson's hawk by a CDFW-approved biologist according to the 2010 Swainson's Hawk Survey Protocols, Impact Avoidance, and Minimization Measures for Renewable Energy Projects in the Antelope Valley of Los Angeles and Kern Counties, California (CDFG 2010) or more recent guidance, unless otherwise directed by CDFW. This guidance dictates survey methods for detecting Swainson's hawk nesting in or in the vicinity of a project site and measure to avoid and/or reduce impacts to nesting Swainson's hawk if they are found. The project applicant shall be responsible for coordinating with CDFW and ensuring that the CDFW guidance is implemented.	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant; Qualified Biologist
BIO-9a: Minimize impacts to burrowing owl. The following measures shall be implemented for any solar development project(s) or related infrastructure under the REGPA that is determined during the project level biological resource evaluation (Mitigation Measure BIO-1) to have the potential to affect burrowing owl, unless otherwise directed by CDFW:	Prior to/during construction; required coordination with agencies is ongoing.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
• In the calendar year that construction is scheduled to commence, surveys will be conducted by a CDFW-approved biologist to determine presence/absence of burrowing owls and/or occupied burrows in the project site and accessible areas within 500-feet according to the CDFW's Staff Report on Burrowing Owls (CDFG 2012). A winter non-breeding season survey will be conducted between December 1 and January 31 and a nesting breeding season survey will be conducted between April 15 and July 15 according to established protocols (CDFG 2012). Pre-construction surveys will also be conducted within 30-days prior to construction to ensure that no additional burrowing owls have established territories since the initial surveys. If no burrowing owls are found during any of the surveys, no further mitigation will be necessary. If burrowing owls are found, then the following measures shall be implemented prior to the commencement of construction: o During the non-breeding season (September 1 through January 31) burrowing owls should be evicted by passive relocation as described in the Staff Report on Burrowing Owl Mitigations (CDFG 2012). A burrowing owl exclusion plan will be prepared and submitted to CDFW for approval prior to implementation of burrowing owl exclusion or relocation activities. o Occupied burrows shall not be disturbed during the nesting season (February 1 through August 31); occupied burrows shall not be disturbed and shall be provided with a 75-meter protective buffer as stipulated in the Staff Report on Burrowing Owl Mitigation (CDFG 2012), unless a qualified biologist approved by CDFW verifies through non-invasive means that either: (1) the birds have not begun egg laying or, (2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. o If on-site avoidance is required, the location of the buffer zone will be determined by a CDFW-approved biologist. The developer shall mark the limit of the 75-meter buffer zone with yellow caution tape, stakes, or temporary fencing. The buffer will be maintained throughout the construction period. o Where on-site avoidance is not possible, CDFW should be consulted regarding the appropriate avoidance and minimization measures to avoid impacts to this species.		

Mitigation Measure	Mitigation Timing	Responsible Party
BIO-9b: Minimize impacts to burrowing owl. Impacts to occupied burrowing owl habitat as defined by CDFW will be mitigated in compliance with the *Staff Report on Burrowing Owl Mitigation* (CDFG 2012) including restoration of temporarily disturbed habitats to pre-project conditions and compensatory mitigation for permanent impacts. A burrowing owl mitigation plan will be prepared and submitted to CDFW for approval prior to commencement of any ground disturbing activities. The plan will describe potential impacts to burrowing owl resulting from the proposed project and prescribe mitigation measures in accordance with CDFW guidelines.	Prior to/during construction; required coordination with agencies is ongoing.	Inyo County; Applicant; Qualified Biologist
BIO-12: Minimize impacts to bald and golden eagle. Prior to the approval of any solar development projects or related infrastructure under the REGPA that is determined during the project level biological resource evaluation (Mitigation Measure BIO-1) to have the potential to affect bald and golden eagles, the project proponent shall implement the following measures to avoid and offset impacts: • Site specific surveys and monitoring of known or suspected eagle nesting and foraging habitat in areas where eagles occur (i.e., all of California) shall be conducted to provide background information related to bald eagle take permits (golden eagle is fully protected pursuant to Fish and Game Code and no permits may be issued for their take). Surveys shall be conducted using (at least) methods and qualified personnel as recommended by CDFW and USFWS. Surveys shall be conducted according to the USFWS's 2010 *Interim Golden Eagle Inventory and Monitoring Protocols; and Other Recommendations* (available online at http://www.fws.gov/southwest/es/oklahoma/documents/te_species/wind%20power/usfws_interim_goea_monitoring_protocol_10march2010.pdf), the USFWS's 2004 *Protocol for Evaluating Bald Eagle Habitat and Populations in California* and CDFW's 2010 *Bald Eagle Breeding Survey Instructions* (both documents are available online at http://www.dfg.ca.gov/wildlife/nongame/survey_monitor.html) or the most recent guidance regarding non-breeding season surveys for winter, migratory, and floating populations of eagles determined in coordination with CDFW and USFWS. • Where proposed projects may result in take of bald or golden eagles, the USFWS shall be consulted to determine the standards and requirements for the permit titled "Eagle Take – Necessary to	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
Protect Interests in a Particular Locality." Bald Eagle take permits are performance based and will hinge on the merits of the application. The permit application form and related information are on the USFWS website: http://www.fws.gov/migratorybirds/baldeagle.htm. The final rule (Federal Register / Vol. 74, No. 175, September 11, 2009), Environmental Assessment (http://www.fws.gov/migratorybirds/CurrentBirdIssues/BaldEagle/FEA_EagleTakePermit_Final.pdf), implementation and protocol documents, and consultations with USFWS will provide additional guidance. • Projects shall avoid, to the extent needed to comply with state and federal requirements, siting project facilities and infrastructure in a location or manner that would cause bald and golden eagle mortality, injury, and/or disturbance, i.e., locate facilities outside of eagle breeding home ranges as well as important breeding, wintering, and dispersal foraging areas, migration stopovers and corridors, and areas used by eagles for thermal or orographic lift. • Projects shall incorporate actions to avoid eagle disturbance (refer to the USFWS National Bald Eagle Management Guidelines, May 2007 and Interim Golden Eagle Technical Guidance: Inventory and Monitoring Protocols; and Other Recommendations in Support of Golden Eagle Management and Permit Issuance, Attachment II) in consultation with the USFWS to obtain the most current guidance and measures.		
BIO-14: Minimize impacts to bighorn sheep. Prior to the approval of any solar development projects or related infrastructure under the REGPA that is determined during the project level biological resource evaluation (Mitigation Measure BIO-1) to have the potential to affect bighorn sheep, the project applicant shall retain a qualified biologist, approved by the USFWS and CDFW, to conduct preconstruction surveys for Sierra Nevada bighorn sheep and/or Peninsular and Mojave bighorn sheep depending on the location of the project. Due to low detection probabilities, the following data shall be used when evaluating potential projects impacts to the species: data relative to historic ranges of bighorn sheep; known and potential wildlife corridors (such as, those identified in the BLM Mojave and Colorado deserts land use plans); point location data; and existing literature. If bighorn sheep or their migration routes exist, are known or likely to occur on or in the vicinity of the project site, and may be affected by project-related activities, the consultation shall be conducted with USFWS, CDFW,	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
and other stakeholders, as appropriate, regarding avoidance, minimization, compensatory mitigation, or site abandonment.		
BIO-17: Minimize impacts to American badger and kit fox. Prior to the approval of any solar development projects or related infrastructure under the REGPA that is determined during the project level biological resource evaluation (Mitigation Measure BIO-1) to have the potential to affect American badger and/or kit fox, the following measures shall be implemented to avoid, minimize, and mitigate for impacts to these species: • The project proponent shall prepare and implement an American badger and/or kit fox management plan. The plan shall be prepared in accordance with the most current CDFW guidelines for these species. The plan shall be approved by CDFW prior to implementation. The plan shall include the following components: o Preconstruction surveys and mapping efforts: biological monitors shall perform preconstruction surveys for badger and kit fox dens in the project area, including areas within 250 feet of all project facilities, utility corridors, and access roads. If dens are detected, each den shall be classified as inactive, potentially active, or definitely active, including characterization of den type for kit fox (natal, pupping, likely satellite, atypical) per CDFW guidance, and mapped along with major project design elements. o Inactive dens that would be directly impacted by construction activities shall be excavated by hand and backfilled to prevent reuse by badgers or kit fox. Excavation and filling activities shall be performed by a CDFW-approved biologist. Potentially and confirmed active dens shall not be disturbed during the whelping/pupping season (February 1 to September 30). o Monitoring requirements. Potentially and definitely active dens that would be directly impacted by construction activities shall be monitored by the CDFW-approved biologist for three consecutive nights (during weather conditions favorable for detection) using a tracking medium (such as diatomaceous earth or fire clay) and/or infrared camera stations at the entrance. If no tracks are observed in the tracking medium or no photos of the target	This measure has been satisfied with the preparation of the Desert Kit Fox and American Badger Management Plan, which will be implemented prior to/during construction.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
species are captured after three nights, the den shall be excavated and backfilled by hand. If tracks are observed, the den shall be progressively blocked with natural materials (rocks, dirt, sticks, and vegetation piled in front of the entrance) for the next three to five nights to discourage the badger or kit fox from continued use. After verification that the den is unoccupied it shall then be excavated and backfilled by hand to ensure that no badgers or kit fox are trapped in the den. o Passive relocation strategies. The management plan shall contain, at a minimum, several strategies to passively relocate animals from the site. These methods may involve strategic mowing, fencing, or other feasible construction methods to assist in moving animals offsite toward desirable land. The plan shall address location of preferred offsite movement of animals, based on CDFW data and land ownership. Private Even with permission from the landowner, private land is to be avoided to the maximum extent practicable. o Escape dens shall be installed along the perimeter fencing to reduce predation risk. o Kit fox disease prevention measures. The CDFW-approved biologist shall notify the County project manager and CDFW within 24-hours if a dead kit fox is found or appears sick. The plan must also detail a response to a kit fox injury, including a necropsy plan, reporting methods, and scope of adaptive methods in the event of a known or suspected outbreak. The project owner will pay for any necropsy work.		
BIO-18a: Minimize impacts to other special status birds, raptors, migratory birds, nesting birds and bats. The following measures apply to all projects developed under the REGPA that are determined during the project level biological resource evaluation to have the potential to impact nesting birds and/or bats and shall be implemented to avoid, minimize, and mitigate impacts to birds and bats. These measures are for bird species without established protocols and non-listed bird species that lack species-specific mitigation measures (not applicable to the common raven). For future development proposed to be located on or near land with old mines, specific survey protocols and mine closure considerations shall be developed.	Prior to construction.	Inyo County; Applicant; Qualified Biologist

Pre-Construction Bird Surveys and Avoidance Measures If project construction occurs between roughly February 1 and August 31, a CDFW-approved biologist shall conduct preconstruction surveys for nesting birds. The biologist(s) conducting the surveys shall be experienced bird surveyors and familiar with standard nest-locating techniques. Surveys shall be conducted in accordance with the following guidelines: • CDFW and/or USFWS (depending on the avian species in question) shall be contacted to obtain approval of pre-construction survey methodology prior to commencement of the surveys. • Surveys shall cover all potential nesting habitat in the project site and within 500-feet of the project site and linear facilities boundaries – inaccessible areas outside of the project boundary may be surveyed from within the project site or publicly accessible land with the aid of binoculars. • Vegetation removal or other ground disturbing activities should be avoided between February 1 and August 31; however if it cannot be avoided, the CDFW-approved avian biologist shall survey breeding/nesting habitat within the survey radius described within one week prior to the start of project activities. • CDFW and/or USFWS must provide concurrence with the survey findings prior to the start of construction. Site preparation and construction activities may begin after receiving the concurrence and if no breeding/nesting birds are observed. Additional follow up surveys shall be conducted if periods of construction inactivity exceed one week in any given area, an interval during which birds may establish a nesting territory and initiate egg laying and incubation. If active nests are detected during the survey, a no-disturbance buffer zone (protected area surrounding the nest, the size of which is to be determined by the project biologist in consultation with CDFW and /or USFWS) and a monitoring plan shall be developed. The nesting bird plan shall identify the types of birds that may nest in the project area, the proposed buffers, monitoring requirements, and reporting standards that will be implemented to ensure compliance with the Migratory Bird Treaty Act (MBTA) and Fish and Game Codes 3505 and 3505.3. The CDFW-approved biologist shall monitor the nest until he or she determines that nestlings have fledged and dispersed. **Pre-Construction Bat Surveys and Avoidance Measures**		

Mitigation Measure	Mitigation Timing	Responsible Party
Preconstruction bat surveys shall be conducted by a CDFW-approved biologist(s) familiar with standard bat survey techniques. If night or day roosting bats are identified in project structures they shall not be disturbed and a 100-foot non-disturbance buffer shall be placed between the roost and the construction activities until a determination is made whether the roost is a maternity roost or a non-breeding roost. Maternity colonies shall not be disturbed until coordination with CDFW is conducted to determine appropriate measures including an appropriate no-disturbance buffer. If the CDFW-approved bat biologist determines roosting bats consist of a non-breeding roost, the individuals shall be safely evicted under the direction of a CDFW-approved bat biologist. CDFW shall be notified of any bat evictions within 48-hours.		
BIO-18b: Minimize impacts to other special status birds, raptors, migratory birds, nesting birds and bats. **Bird and Bat Conservation Strategy** A bird and bat conservation strategy (BBCS) shall be prepared to reduce potential project impacts on migratory birds. The BBCS shall describe proposed actions to avoid, minimize, and mitigate adverse effects to migratory birds protected under the Migratory Bird Treaty Act (MBTA) during construction and operations of the proposed project. The BBCS shall be submitted to USFWS and CDFW for approval prior to the start of ground disturbing activities. The BBCS shall address buffer distances for specific bird species and include a robust, systematic monitoring protocol to document mortality and habitat effects to birds. The monitoring protocol should incorporate the following objectives at a minimum: (1) ~~a minimum of weekly monitoring for mortality and immediate necropsy to determine cause of death~~ monitoring for bird and bat mortality conducted in conjunction with routine operations and maintenance activities, with additional monitoring conducted where required by applicable wildlife agency permits or authorizations, both during construction and throughout the life of the project; (2) systematic data collection and reporting of bird mortality including data on the following: species, date, time, how the animal died, if feasible, (e.g., exhaustion, trauma), as well as any information on what might be attracting animals to the photovoltaic cells (light, insects, etc.); (3) to the extent feasible, a method to estimate the overall annual avian mortality rate associated with the facility, including mortality associated with all the features of the project that are likely to result in injury and mortality (e.g., fences, ponds, solar panels); and, (4) to the extent feasible, methods to determine whether there is spatial differentiation within the solar field in the rates of mortality (i.e., panels on the edge of the field versus	This measure has been satisfied by the preparation of the Avian and Bat Protection Plan. No further work is required.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
interior of the field), (5) conducting necropsy where required by the applicable wildlife agency (i.e., CDFW, USFWS) or permit. If collection of birds is required, b~~B~~iologists performing this work would be required to have a Scientific Collecting Permit from CDFW. ~~Standardized and systematic d~~Data on bird and bat mortalities will be collected to contribute to the improvement of the scientific communities' understanding of both baseline and photovoltaic related mortality that occurs in solar projects in the desert and is needed in order to identify improved methods to minimize adverse effects on migrating birds and bats. In the absence of a permit from the USFWS, the temporary or permanent possession of protected migratory birds and their carcasses is a violation of the MBTA. Because of the need for carcass collection to adequately monitor avian impacts during BBCS implementation and to reduce the food subsidy that carcasses may provide to common ravens (*Corvus corax*) and other predators, developers shall be required to obtain a special purpose utility permit from the USFWS allowing the collection of migratory birds and/or their carcasses prior to implementation of the monitoring protocol.		
BIO-18c: Minimize impacts to other special status birds, raptors, migratory birds, nesting birds and bats. General Bird Mortality Avoidance Measures The following measures are recommended by the USFWS Forensics Laboratory and shall be implemented to minimize bird mortality from birds attracted to solar facilities: • All potential nesting vegetation (e.g., trees, shrubs) shall be removed within the fenced area of the facility to decrease attractive habitat unless alternative vegetation management is required as part of permits issued by the CDFW and USFWS. • The most current science regarding visual cues to birds that the solar panel is a solid structure shall be implemented. This may include but is not limited to UV-reflective or solid, contrasting bands spaced no further than 28 centimeters from each other. An adaptive management approach for reducing bird collisions with solar panels shall be implemented in coordination with the USFWS so that measures used are systematically tested and modified as appropriate. • Projects with documented avian mortality shall work with the USFWS to conduct additional research to test measures for reducing avian mortality. Such measures could include, but are not	This measure was initially satisfied by the Basis of Design (Appendix A) and the Biological Resources Technical Report (Appendix G). Further implementation will occur during construction and operation.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
limited to, experimental lighting within the solar field and use of detection and deterrent technologies. • Developers of power tower operations shall implement adaptive management in consultation with the USFWS should mortality monitoring indicate that suspension of power tower operations during certain periods is necessary to reduce impacts on local or regional bird populations. Such measures may include, but are not limited to, suspending or reducing project operations during peak migration seasons. • Vertical orientation of mirrors shall be avoided whenever possible (for example, mirrors shall be tilted during washing). • Perch deterrent devices shall be placed on tower railings. • Exclusionary measures shall be employed to prevent bats from roosting in and around the facility. **Avoid Impacts from Electric Lines and Lights** The following design measures shall be implemented for applicable projects to minimize impacts to bats and birds: • Transmission lines and electrical components shall be installed and maintained in accordance with the Avian Power Line Interaction Committee's (APLIC) *Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006* (APLIC 2006) or the most recent guidance to reduce the likelihood of electrocutions of raptors and other large birds. • Transmission lines and electrical components shall be installed and maintained in accordance with the APLIC's *Reducing Avian Collisions with Power Lines: The State of the Art in 2012* (Edison Electric Institute and APLIC 2012) or the most recent guidance to reduce the likelihood of bird collisions. • Low and medium voltage connecting power lines shall be placed underground, if feasible. If burial of the lines is not feasible due to cost or other logistical reasons (for example in shallow bedrock		

Mitigation Measure	Mitigation Timing	Responsible Party
areas) or may cause unacceptable impacts to biological habitats and their dependent species, overhead lines may be installed in compliance with the following requirements: o low and medium voltage overhead lines shall be sited away from high bird crossing locations, such as between roosting and feeding areas or between lakes, rivers, and nesting areas; and/or o low and medium voltage overhead lines shall be installed parallel to tree lines or be otherwise screened so that collision risk is reduced. • Permanent communication towers and permanent meteorological towers shall not be constructed with guy wires, if feasible. If guy wires are necessary for permanent or temporary towers, bird flight diverters or high visibility marking devices shall be used. In such cases a monitoring plan shall be developed and carried out to determine the diverters'/devices' effectiveness in reducing bird and bat mortality. • Facility lighting shall be installed and maintained to prevent upward and side casting of light towards wildlife habitat and motion sensors shall be used. If the FAA requires turbine or tower lighting to alert aircraft, red or white strobe lights shall be used on the structures to minimize avian collision risks. The strobes shall be on for as brief of a period as possible and the time between strobe or flashes shall be the longest allowable. Strobes shall be synchronized so that a strobe effect is achieved and towers are not constantly illuminated. • Lights with sensors and switches shall be used to keep lights off when not required. • The use of high-intensity lighting, steady-burning, or bright lights such as sodium vapor or spotlights shall be minimized.		
BIO-18d: Minimize impacts to other special status birds, raptors, migratory birds, nesting birds and bats. **Compensatory Mitigation for the Cumulative Loss of Migratory Bird Habitat along the Pacific Flyway** The County shall require solar development projects implemented under the REGPA to mitigate for the loss of habitat by funding activities to restore, enhance, or conserve important habitat for migratory birds or to	Coordination with agencies is ongoing.	Inyo County; Applicant; Qualified Biologist

Mitigation Measure	Mitigation Timing	Responsible Party
remove other mortality sources from the Pacific Flyway. Such funding may be directed to the Sonoran Joint Venture (http://sonoranjv.org), Central Valley Joint Venture (http://www.centralvalleyjointventure.org), or Intermountain West Joint Venture (http://iwjv.org), or other groups able to implement conservation of migratory birds within the Pacific Flyway. The amount of funding will be determined by the County in coordination with USFWS and shall be commensurate with the level of impact.		
BIO-19: Minimize impacts to special status natural communities and protected natural areas. Solar development authorized under the REGPA will not be sited within any special status natural communities or protected natural areas. If solar development is sited adjacent to any special status natural communities or protected natural areas or is determined to have the potential to impact any off-site special status natural communities or protected natural areas during the project level biological resources evaluation (e.g., projects in the Laws SEDA could impact the hydrology of critical habitat for Fish Slough milk-vetch; projects in the Chicago Valley SEDA could negatively impact off-site mesquite bosque by altering drainage patterns or altering groundwater levels; projects in the Charleston View and Chicago Valley SEDAs could impact down-watershed habitats in the Amargosa Watershed (including habitats within the portion of the Amargosa River that has been designated by Congress as "Wild and Scenic."), a management plan will be developed in consultation with CDFW and/or USFWS. The management plan will address the potential offsite effects of the construction and on-going operations of the facility on special status species including but not limited to the effects of human disturbance, noise, nighttime maintenance activities, increased lighting, increased traffic on desert roads, and barriers to movement for special status species. The management plan will also address potential mechanisms of offsite habitat degradation such as introduction of invasive weeds, introduction or attraction of feral animals or other species attracted to areas with anthropogenic disturbance, hydrologic disruption due to groundwater impacts or alteration of surface drainage patterns, and increased risk of wildfires. The management plan will also outline the specific measures to be undertaken to avoid and/or minimize indirect effects of the solar development on the adjacent sensitive habitat and special status species and include a plan for long term monitoring of the adjacent habitat as well as an adaptive management plan. If riparian communities (other than water birch riparian scrub which is a special status natural community that must be avoided) are present in a project area, impacts to riparian communities shall be avoided or minimized by implementing the following measures:	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
• The project shall be redesigned or modified to avoid direct and indirect impacts on riparian communities, if feasible. • Riparian communities adjacent to the project site shall be protected by installing environmentally sensitive area fencing, if necessary, in coordination with the project biologist. • The potential for long-term loss of riparian vegetation shall be minimized by trimming vegetation rather than removing the entire shrub. Shrub vegetation shall be cut at least 1 foot above ground level to leave the root systems intact and allow for more rapid regeneration of the species. Cutting shall be limited to a minimum area necessary within the construction zone. This type of removal shall be allowed only for shrub species (all trees shall be avoided) in areas that do not provide habitat for special status species (e.g., willow flycatcher). • If riparian vegetation is removed as part of a project, the loss of riparian vegetation shall be mitigated to ensure no net loss of habitat functions and values. Compensation ratios shall be based on site-specific information and determined through coordination with state and federal agencies (including CDFW and USFWS). Compensation shall be provided at a minimum 1:1 ratio (1 acre restored or created for every 1 acre removed) and may be a combination of on-site restoration/creation, off-site restoration, or mitigation credits. A restoration and monitoring plan shall be developed and implemented that describes how riparian habitat shall be enhanced or recreated and monitored over a minimum period of time, as determined by the appropriate state and federal agencies.		
BIO-20a: Minimize impacts to waters of the US/State, including wetlands. The following measures apply to all projects developed under the REGPA that are determined during the project level biological resource evaluation to have the potential to impact waters of the US or waters of the State, including wetlands, and shall be implemented to avoid, minimize, and mitigate for such impacts. These measures shall be incorporated into contract specifications and implemented by the construction contractor. In addition, the project proponent shall ensure that the contractor incorporates all state and federal permit conditions into construction specifications.	This measure has been satisfied with the preparation of the Basis of Design (Appendix A), the Biological Resources Technical Report (Appendix G), and the Jurisdicitional Determination (Appendix	Inyo County; Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
• Wetlands and other waters of the US/state shall be delineated on the project site using both USACE and CDFW definitions of wetlands. USACE jurisdictional wetlands shall be delineated using the methods outlined in the USACE 1987 Wetlands Delineation Manual and the Arid West Manual, or the most recent guidance. This information shall be mapped and documented as part of the CEQA documentation, as applicable, and in wetland delineation reports. All applicable permits shall be obtained prior to impacting waters of the US/State including CWA Section 404 and 401 permits from the USACE and the RWQCB respectively and a Streambed Alteration Agreement from CDFW. • The project shall be redesigned or modified to avoid direct and indirect impacts on waters of the U.S./State, if feasible.	R). No further work is required.	
BIO-20b: Minimize impacts to waters of the US/State, including wetlands. • Standard erosion control measures shall be implemented for both regions of construction and operation where sediment runoff from exposed slopes threatens to enter waters of the State and/or waters of the US. Sediment and other flow-restricting materials shall be moved to a location where they shall not be washed back into the stream. All disturbed soils and roads within the project site shall be stabilized to reduce erosion potential, both during and following construction. Areas of disturbed soils (access and staging areas) with slopes trending towards a drainage shall be stabilized to reduce erosion potential. • Wetland habitats that occur near the project site shall be protected by installing environmentally sensitive area fencing if necessary, in coordination with the project biologist. • All construction vehicles and equipment shall use existing roadways to the extent feasible to avoid or reduce impacts to waters of the U.S./State. • Installation activities shall be avoided in saturated or ponded wetlands during the wet season (spring and winter) to the maximum extent possible. Where such activities are unavoidable, protective practices, such as use of padding or vehicles with balloon tires, shall be used.	Prior to/during construction.	Inyo County; Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
• Where determined necessary by resource specialists, geotextile cushions and other materials (e.g., timber pads, prefabricated equipment pads, or geotextile fabric) shall be used in saturated conditions to minimize damage to the substrate and vegetation. • Exposed slopes and stream banks shall be stabilized immediately on completion of installation activities. Other waters of the US shall be restored in a manner that encourages vegetation to reestablish to its pre-project condition and reduces the effects of erosion on the drainage system. • In highly erodible stream systems, banks shall be stabilized using a non-vegetative material that will bind the soil initially and break down within a few years. If the project engineers determine that more aggressive erosion control treatments are needed, geotextile mats, excelsior blankets, or other soil stabilization products shall be used. • During construction, trees, shrubs, debris, or soils that are inadvertently deposited below the ordinary high-water mark of drainages shall be removed in a manner that minimizes disturbance of the drainage bed and bank.		
BIO-20c: Minimize impacts to waters of the US/State, including wetlands. • If wetlands are filled or disturbed as part of the highway solar project, compensation will be implemented for the loss of wetland habitat to ensure no net loss of habitat functions and values. Compensation ratios shall be based on site-specific information and determined through coordination with state and federal agencies (including CDFW, USFWS, and USACE). The compensation shall be at a minimum 1:1 ratio (1-acre restored or created for every 1-acre filled) and may be a combination of on-site restoration/creation, off-site restoration, or mitigation credits. A restoration and monitoring plan shall be developed and implemented if on-site or offsite restoration or creation is chosen. The plan shall describe how wetlands shall be created and monitored for the duration established by the regulatory agency.	Coordination with agencies is ongoing.	Inyo County; Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
BIO-20d: Minimize impacts to waters of the US/State, including wetlands. For solar projects proposing groundwater pumping, hydrological studies shall be performed to assess the potential for off-site impacts to jurisdictional waters that depend on groundwater. Projects shall be designed to avoid and/or minimize impacts to groundwater-dependent jurisdictional resources off-site, and all proposed impacts to such resources shall be reviewed by the agencies with jurisdiction over the affected resources and mitigated according to those agencies' requirements.	This measure has been satisfied with the preparation of the Hydrology Water Quality Assessment (Appendix M), the Water Supply Assessment (Appendix N), and the Hydrographic Basin Summary and the Groundwater Monitoring Plan (Appendix TBD). Coordination with agencies is ongoing.	Inyo County; Applicant
BIO-21: Minimize impacts to movement or migratory corridors or native wildlife nursery sites. The following mitigation measures will be implemented to minimize impacts to movement or migratory corridors or native wildlife nursery sites: • Solar development authorized under the REGPA shall not be sited in or within 1,000-feet of any areas determined by the County in consultation with responsible and trustee agencies to be Important Bird Areas, essential connectivity areas or linkages identified in the 2001 Missing Links in California's Landscape Project (Penrod et al. 2001), or tule elk and mule deer movement corridors unless potentially significant impacts are avoided. The appropriate buffer distance shall be determined on a project-by-project basis as determined by the County in consultation with responsible and trustee agencies. • Any proposed solar development projects in the OVSA shall be required to study the potential impact of the project on tule elk and mule deer movement corridors prior to project approval. If a proposed project is determined to be located within an important tule elk and mule deer movement corridor, the applicant shall be responsible for the preparation of a plan to avoid and/or minimize impacts to such corridors in coordination with CDFW.	This measure has been satisfied with the preparation of the Basis of Design (Appendix A) and Biological Resources Technical Report (Appendix G). No further work is required.	Inyo County; Applicant

Commented [CN3]: Inyo County/Helix - Ibid.

Mitigation Measure	Mitigation Timing	Responsible Party
• As stated in Mitigation Measure BIO-6, ~~projects shall not~~ a small portion (up to 5% of the Developable Area) of the Project may be sited within areas identified for desert tortoise recovery or conservation according to the Draft Revised Recovery Plan for the Mojave Population of the Desert Tortoise (USFWS 2011) (such as designated critical habitat, ACECs, DWMAs, priority connectivity areas, and other areas or easements managed for desert tortoises) if agreed to with the USFWS and CDFW and all impacts are mitigated.[2]		
BIO-22: Minimize spread of invasive plant species or noxious weeds. For projects implemented under the REGPA that are determined during the project level biological resource evaluation to have the potential to result in the spread of invasive plant species or noxious weeds, the following mitigation measures shall be implemented: To prevent the introduction and spread of noxious weeds, a project-specific integrated weed management plan shall be developed for approval by the permitting agencies, which would be carried out on both regions of the project. The plan shall include the following measures, at a minimum, to prevent the establishment, spread, and propagation of noxious weeds: • The area of vegetation and/or ground disturbance shall be limited to the absolute minimum and motorized ingress and egress shall be limited to defined routes. • Project vehicles shall be stored on-site in designated areas to minimize the need for multiple washings of vehicles that re-enter the project site. • Vehicle wash and inspection stations shall be maintained on-site and the types of materials brought onto the site shall be closely monitored. • The tires and undercarriage of vehicles entering or reentering the project site shall be thoroughly cleaned. • Native vegetation shall be re-established quickly on disturbed sites. • Weed Monitor and quickly implement control measures to ensure early detection and eradication of weed invasions. • Use certified weed-free straw, hay bales, or equivalent for sediment barrier installations	This measure has been satisfied with the preparation of the Habitat Restoration, Revegetation, and Weed Management Plan. No further work is required.	N/A

[2] Approximately 4.2% of the Bonanza Peak Energy Project's 2,400-acre Developable Area is within a priority connectivity area.

Mitigation Measure	Mitigation Timing	Responsible Party

BIO-23: Implement general design guidelines to minimize impacts to biological resources.[3]
 	
All projects authorized under the REGPA will incorporate the following design guidelines as applicable in coordination with the County:
 	
• Design and site the project, in consultation with the permitting agencies, to avoid or minimize impacts to sensitive and unique habitats and wildlife species. Locate energy generation facilities, roads, transmission lines, and ancillary facilities in the least environmentally sensitive areas (such as away from riparian habitats, streams, wetlands, vernal pools, drainages, sand dunes, critical wildlife habitats, wildlife conservation, management, other protected areas, or unique plant assemblages).
  ○ Design facilities to use existing roads and utility corridors as much as possible to minimize the number and length/size of new roads, laydown, and borrow areas.
  ○ Design transmission line poles, access roads, pulling sites, storage, and parking areas to avoid special status species or unique plant assemblages adjacent to linear facilities.
  ○ Locate and/or design facilities to minimize or mitigate wildlife movement disruptions.
  ○ Locate and/or design facilities to minimize or mitigate wildlife movement disruptions.
  ○ Design facilities to discourage their use as bird perching, drinking, or nesting sites.
  ○ Design facility lighting to prevent side casting of light toward wildlife habitat and skyward protection of light that may disorient night-migrating birds.
  ○ Avoid using or degrading high value or large intact habitat areas, such as areas identified as sensitive natural habitat, Wilderness Areas, Areas of Critical Environmental Concern, critical habitat; riparian, sand dunes.
  ○ Avoid severing movement and connectivity corridors. Consider existing conservation investments such as protected areas and lands held in trust for conservation purposes.
  ○ Locate facilities so they do not disrupt sand transport processes nor remove some or all of a sand source that contributes to sand dune systems harboring listed or otherwise sensitive species. Avoid armoring nearby dune system.
	This measure has been satisfied through project design, as documented in the Basis of Design Report (Appendix A) and Biological Resources Technical Report (Appendix G). No further work is required.	N/A

[3] The title and text of MM BIO-23 are identical to those in the 2015 REGPA PEIR MMRP; no changes have been made to the mitigation measure. The text is underlined solely because MM BIO-23 was not included in an earlier publicly released draft of this Mitigation Measure Compliance Checklist for the Bonanza Peak Energy Project.

Mitigation Measure	Mitigation Timing	Responsible Party
BIO-25: Minimize potential indirect impacts due to groundwater pumping.[4] Mitigation measures for potential indirect impacts due to groundwater pumping are included in Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-3, and Mitigation Measure BIO-4. Prior to approval of any project under the REGPA requiring groundwater pumping, the potential effects of the groundwater pumping on biological resources will be evaluated during preparation of the project-specific biological resources evaluation and will be based on the results of the hydrologic study conducted as a requirement of Mitigation Measure HYD-2 in Section 4.9, Hydrology and Water Quality. If groundwater pumping is determined to have the potential to result in off-site impacts to biological resources, measures will be included in the project-specific biological resources mitigation and monitoring plan to avoid, minimize, and mitigate for any such impacts. The measures will be commensurate with the resource and level of impact and may include but are not limited to vegetation and/or water table monitoring, preservation of suitable habitat or funding of activities to restore, enhance or conserve habitat within the County, and a requirement for the project applicant to purchase and retire currently exercised water rights along the same flowpath as the water being used by the facility at a minimum 1:1 ratio.	This measure has been satisfied with the preparation of the Biological Resources Technical Report (Appendix G), the Water Supply Assessment (Appendix N), and the Hydrographic Basin Summary and Groundwater Monitoring Plan (Appendix TBD). No further work is required.	N/A
CUL-1: Minimize impacts to cultural resources. Adverse effects to historical resources (CRHR~~P~~-eligible cultural resources) would be resolved on a project-specific level. As part of this process, resource identification efforts including pedestrian surveys, formal government-to-government tribal consultation with state lead agencies, and engagement with Native American communities would be necessary. Examples of ways to resolve adverse effects include: • Plan ground disturbance to avoid cultural resources. • Deed cultural resources into permanent conservation easements. • Cap or cover archaeological resources with a layer of soil before building on the location. • Plan parks, greenspace, or other open space to incorporate cultural resources. • Write synthetic documents summarizing the current understanding of the history and prehistory of the project area and vicinity. • Recover data for archaeological resources.	This measure has been satisfied with the preparation of the Cultural Resources Assessment (Appendix H). No further work is required.	N/A

Commented [CN4]: Inyo County/Helix - Ibid.

[4] The title and text of MM BIO-23 are identical to those in the 2015 REGPA PEIR MMRP; no changes have been made to the mitigation measure. The text is underlined solely because MM BIO-23 was not included in an earlier publicly released draft of this Mitigation Measure Compliance Checklist for the Bonanza Peak Energy Project.

Mitigation Measure	Mitigation Timing	Responsible Party
• Develop interpretive material to correspond with recreational uses to educate the public about protecting cultural resources and avoiding disturbance of sensitive resources. • Develop partnerships to assist in the training of groups and individuals to participate in site stewardship programs. • Coordinate with visual resources staff to ensure visual management standards consider cultural resources and tribal consultation to include landmarks of cultural significance to Native Americans (e.g., TCPs, trails). • Measures to address visual impacts to the setting of built-environment resources include: o Existing mature plant specimens shall be used for screening during construction, operation, and decommissioning phases. The identification of plant specimens that are determined to be mature and retained shall occur as part of the design phase and mapped/identified by a qualified plant ecologist or biologist and integrated into the final design and project implementation. o Revegetation of disturbed areas within the project area shall occur as various activities are completed. Plans and specifications for revegetation shall be developed by a qualified plant ecologist or biologist before any extant vegetation is disturbed. The revegetation plan shall include specification of maintenance and monitoring requirements, which shall be implemented for a period of 5 years after project construction or after the vegetation has successfully established, as determined by a qualified plant ecologist or biologist. Plant material shall be consistent with surrounding native vegetation. o The color of the wells, pipelines, storage tanks, control structures, and utilities shall consist of muted, earth-tone colors that are consistent with the surrounding natural color palette. Matte finishes shall be used to prevent reflectivity. For example, integral color concrete should be used in place of standard gray concrete. o The final revegetation and painting plans and specifications shall be reviewed and approved by an architect, landscape architect, or allied design professional licensed in the State of California to ensure that the design objectives and criteria are being met. o Specific impact identification and adjustments to finish specifications shall occur during project design. Implementation of the revegetation and coloration plans shall occur during oilfield development. Maintenance and monitoring requirements shall be implemented after initial project construction for a period of 5 years, or after the vegetation has successfully established, as determined by a qualified plant ecologist or biologist.		

Mitigation Measure	Mitigation Timing	Responsible Party
• Protective measures and monitoring protocols can be implemented for built environment resources located in close proximity to a project but that are not anticipated to be directly impacted by demolition or development but which may be subject to other direct impacts such as change in historic setting, vibration, noise, or inadvertent damage include: o Historic Structures Reports (HSR) shall be prepared for buildings and structures adjacent to the project area for which detailed information is required to develop protection measures. Reports shall be completed for buildings and structures that appear to be in poor condition and, therefore, potentially sensitive to development-related activities such as vibration. These reports shall determine if predevelopment stabilization through temporary shoring and bracing of these buildings is warranted. o Predevelopment condition assessments shall be prepared for buildings and structures that qualify as historical resources that are adjacent to the project area and are structurally stable, but could be unintentionally damaged during development. Should there be any question as to whether the project caused damage, these condition assessments will provide confirmation of the predevelopment condition. o Precautions to protect built environment historical resources from construction vehicles, debris, and dust may include fencing or debris meshing. Temporary mothballing, and fire and intrusion protection may be needed if the buildings are unoccupied during oil and gas field development. o Protective measures shall be field checked as needed during development by a qualified architectural historian with demonstrated experience conducting monitoring of this nature. Vibration monitoring may be required for buildings determined susceptible to vibration damage located in close proximity to development activities or machinery that cause vibration. o These measures are designed to avoid direct impacts such as vibration that may result in structural damage or inadvertent direct impacts. Structural damage or demolition would otherwise potentially result in a significant impact because character-defining features and aspects of historic integrity that convey the resource's significance could be materially impaired. Redesign of relevant facilities shall be used to avoid destruction or damage where feasible.		

• For built resources that will be directly and significantly impacted, mitigation typically includes:
  ○ Historic American Building Survey (HABS), Historic American Engineering Record (HAER), and Historic American Landscape Survey (HALS) records will be prepared for historical resources that will be demolished. The HABS/HAER/HALS documentation will be prepared as appropriate for the impacted historical resource with HABS normally completed at Level II. These reports will include written and photographic documentation of the significant and character-defining features of these properties. While this documentation will not reduce impacts to a less than a significant level, it is needed to capture and preserve a description of the significant information and characteristics associated with the resource.
  ○ All HABS/HAER/HALS reports are subject to review and approval by the NPS. Following approval, the lead agencies will produce sufficient copies for distribution to identified repositories, including the Library of Congress, the California State Library, the University of California Water Resources Center Archives, and any local repositories, as appropriate and agreed upon with the County Planning Department and interested parties. Distribution will ensure the formal documentation is retained and conveyed to a wide audience.
  ○ Deconstruction and salvage of materials from demolished buildings will be performed to the extent feasible to enable the restoration of similar buildings and structures outside of the area of direct impact. Deconstruction and salvage will not reduce impacts to a less than significant level, but will help to ensure that similar resources are restored and maintained in manner that will ensure that examples of the resource type are preserved.
  ○ Relocate historically significant resources for which demolition cannot be feasibly avoided by development. In such circumstances, relocation must meet the requirements for the Special Criteria Consideration for Moved Buildings, Structures, and Objects to ensure the significance of the building is retained. Require that the preservation or reuse of an eligible structure follow Department of the Interior (DOI) Standards and Guidelines for Archeology and Historic Preservation. If the building is considered a historic resource under CEQA, the local building inspector must grant code alternatives under the State Historic Building Code.
  ○ In a case where HABS/HAER documentation does not provide adequate mitigation to reduce impacts to a less than significant level, projects would normally be required to take additional steps to capture the history and memory of the resource and share this information with the public using various methods such as Web media, static displays, interpretive signs, use of on-site volunteer docents, or informational brochures.
• Avoidance and minimization are the preferred means by which the County would prevent potential impacts to cultural resources, including cultural landscapes. Preservation in place is the preferred		

Mitigation Measure	Mitigation Timing	Responsible Party
manner to avoid and minimize impacts to historical and archaeological resources. All impacts to cultural resources that are eligible or potentially eligible for listing on the CRHR shall be avoided, to the greatest extent possible. Preservation in place may be accomplished by, but is not limited to, the following: Avoidance of significant or potentially significant cultural resources through project redesign and the relocation of project element. • Following avoidance and minimization, measures to address impacts to cultural resources at a landscape scale should follow the guidance in A Strategy for Improving Mitigation Policies and Practices of the Department of the Interior (DOI 2014) and the National Park Service Preservation Brief 36 - Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes, including but not limited to: o Document the individual landscape characteristics and features in the context of the landscape as a whole in a Cultural Landscape Report, including contributing and non-contributing features. o Develop compensatory mitigation. o Coordinate with other agencies. o Monitor and evaluate the progress of long-term mitigation. o Develop and maintain geospatial information systems for use in identifying existing and potential conservation strategies and development opportunities.		
CUL-1a: Designate project cultural resources staff. <u>Project Cultural Resources Specialist.</u> Prior to the approval of a Renewable Energy Permit, Renewable Energy Development Agreement, or Renewable Energy Impact Determination by the County Planning Department, a cultural resources specialist whose training and background conforms to the US Secretary of Interior's Professional Qualifications Standards, as published in Code of Federal Regulations Title 36, part 61 shall be retained by the project owner to conduct a cultural resources inventory, evaluate any resources, produce a Cultural Resources Management and Treatment Plan and other related plans for the approved project and to implement any required plans and mitigation, as necessary as determined by the cultural resource specialist. Their qualifications shall be appropriate to the needs of the project and shall include local knowledge. If the project primarily impacts resources archaeological in nature, the cultural resources specialist shall have a background in archaeology, anthropology or cultural resource management. If the project impacts primarily built environment resources, the cultural resources specialist shall have a background in architectural history. Resumes of the proposed cultural resources staff shall be submitted to	This measure has been satisfied with the preparation of the Cultural Resources Assessment (Appendix H). No further work is required.	Inyo County; Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
the County Planning Department or other CEQA lead agency for review and approval. The Monitoring and Treatment Plan (Mitigation Measure CUL-1c) shall be prepared and implemented under the direction of the cultural resources specialist and shall address and incorporate CUL-1a through CUL-1g. Additional Cultural Resources Staff. The project's cultural resources specialist may obtain the services of specialists, cultural resources monitors and field crew if needed, to assist in identification, evaluation, mitigation, monitoring, and curation activities. Cultural resources staff shall have a Bachelor's degree in anthropology, archaeology, history, architectural history or related field, and demonstrated field experience. These individuals must also meet local lead agency qualifications, and their resumes must be reviewed and approved by local lead agency staff prior to beginning work.		
CUL-1b: Draft a Historical Resources Treatment Plan. To mitigate the potential impacts on historical resources identified during inventory of the project area, a treatment plan for historical resources shall be developed by, depending on the nature of the resources identified, an archaeologist and/or architectural historian who meets the Secretary of Interior's Professional Qualifications Standards. This treatment plan would include data recovery plans that would address NRHP/CRHR-eligible cultural resources that would be impacted by the project by requiring some level of extracting the scientific value and analysis of the resources prior to development.	Prior to/during construction.	Inyo County; Applicant; Secretary of the Interior-Qualified Archaeologist
CUL-1c: Draft a Monitoring and Treatment Plan. To mitigate the potential impacts related to inadvertent discovery of archaeological resources during construction, the project proponents shall have a Secretary of the Interior-qualified archaeologist implement a monitoring program and an unanticipated archaeological resource treatment plan. The qualified archaeologist will evaluate any resources uncovered during ground disturbing activities and implement appropriate treatment as specified in the archaeological resource treatment plan. During all activities related to the project that include ground disturbance, these ground-disturbing activities will be observed by an archaeological monitor, as determined necessary by the archaeologist. a) If, during the course of monitoring, a potentially significant resource is discovered, the qualified archaeologist will have the authority to stop or redirect ground disturbing activities away from the resource until it can be evaluated.	Prior to/during construction.	Inyo County; Applicant; Secretary of the Interior-Qualified Archaeologist

Mitigation Measure	Mitigation Timing	Responsible Party
b) If previously unknown cultural deposits are discovered during the course of construction, such as previously undiscovered stratified cultural deposits, a testing program will be implemented to evaluate the stratified cultural deposit. c) A separate Native American monitor shall be retained by the project proponent to monitor ground disturbing activities in and around archaeological resources. The Native American monitor shall be selected through consultation with Native American tribal groups. The Native American monitor shall work in conjunction with the qualified archaeologist.		
CUL-1d: Grant authority to halt project activities. Prior to the approval of a Renewable Energy Permit, Renewable Energy Development Agreement, or Renewable Energy Impact Determination by the County or the relevant CEQA lead agency, the project owner shall submit a written document granting authority to halt project related activities to the project's cultural resources specialist (as defined in Mitigation Measure CUL-1a) and cultural resources monitors in the event of a discovery or possible damage to a cultural resource. Redirection of project related activities shall be accomplished under the direction of the project supervisor in consultation with the cultural resources specialist. The details of this agreement shall be stipulated in the Cultural Resources Management and Treatment Plan as required in Mitigation Measure CUL-1b.	During construction.	Inyo County; Construction Contractor; Secretary of the Interior-Qualified Archaeologist
CUL-1e: Develop a Cultural Resources Worker Environmental Awareness Program. Prior to and for the duration of project activities, the project owner shall provide WEAP training to all new workers within their first week of employment at the project site. The training shall be prepared by the project's cultural resources specialist (as defined in CUL-1) in consultation with local Native Americans and shall incorporate the traditions and beliefs of local Native American groups into the presentation. The presentation may be conducted by any qualified cultural resources specialist and a Native American, if possible, and may be presented in the form of a video. A consulting fee or honorarium shall be negotiated with the local Native American consultants and presenter and paid to them for their participation. The training may be discontinued when project activities are completed or suspended but must be resumed when project activities resume. The training shall include: 1. A discussion of applicable laws and penalties under the law; 2. Samples or visuals of artifacts that might be found in the project vicinity;	Prior to/during construction.	Inyo County; Applicant; Secretary of the Interior-Qualified Archaeologist

Mitigation Measure	Mitigation Timing	Responsible Party
3. A discussion of what such artifacts may look like when partially buried, or wholly buried and then freshly exposed; 4. A discussion of what prehistoric and historical archaeological deposits look like at the surface and when exposed during ground-disturbance, and the range of variation in the appearance of such deposits; 5. A discussion of what local Native American beliefs are, how those beliefs are related to cultural resources that may be found in the area, and the appropriate respectful behavior towards sacred places and objects; 6. Instruction that all cultural resources specialists have the authority to halt ground disturbance in the area of a discovery to an extent sufficient to ensure that the resource is protected from further impacts, as determined by the project cultural resources specialist (as defined in CUL-1); 7. Instruction that employees are to avoid areas flagged as sensitive for cultural resources; 8. Instruction that employees are to halt work on their own in the vicinity of a potential cultural resources discovery and shall contact their supervisor and the project cultural resources specialist (as defined in CUL-1), and that redirection of work would be determined by the project supervisor and the project cultural resources specialist; 9. An informational brochure that identifies reporting procedures in the event of a discovery; 10. An acknowledgement form signed by each worker indicating that they have received the training which shall be submitted to the County Planning Department and any other CEQA lead agency; and, 11. A sticker that shall be placed on hard hats indicating that environmental training has been completed.		
CUL-1f: Conduct cultural resources reporting. The project cultural resources specialist shall document results in interim and final reports as necessary. The contents and timing of these reports shall be stipulated in the Cultural Resources Management and Treatment Plan (CUL-1b). Final reports for archaeological resources, human remains, and some landscapes, shall be written by or under the direction of a Secretary of the Interior qualified archaeologist or architectural historian as appropriate for the project. Reports shall be provided in the California Office of Historic Preservation Archaeological Resource Management Reports: Recommended Contents and Format and local agency formats. Final documents shall report on all field activities including dates, times and locations, results, samplings, and analyses. All survey reports, Department of Parks and Recreation 523	During construction.	Inyo County; Applicant; Secretary of the Interior-Qualified Archaeologist

Mitigation Measure	Mitigation Timing	Responsible Party
forms, data recovery reports, and any additional research reports not previously submitted to the CHRIS and the State Historic Preservation Officer shall be included as appendices.		
CUL-1g: Proper curation of cultural resources collections. All archaeological materials retained as a result of the cultural resources investigations (survey, testing, data recovery) shall be curated in accordance with the California State Historical Resources Commission's Guidelines for the Curation of Archaeological Collections, into a retrievable storage collection in a public repository or museum. Additionally, all collection and retention of archaeological materials as a result of cultural resources investigations must comply with the regulations and policies of the land managing agency or property owner.	During construction.	Inyo County; Applicant; Secretary of the Interior-Qualified Archaeologist
CUL-2: Implement actions in the event of the incidental discovery of human remains. In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the County Coroner shall be notified within 24-hours of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie potential remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or are believed to be Native American, the Coroner shall notify the NAHC within 24-hours. In accordance with California PRC Section 5097.98, the NAHC must immediately notify those persons it believes to be the ~~m~~Most ~~l~~Likely ~~d~~Descendant of the deceased Native American. The descendant~~s~~ shall complete their inspection within 48-hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the County, the disposition of the human remains. Should human remains be discovered at any time during construction of the project, construction in the vicinity would halt and the County Coroner would be contacted immediately. If the Coroner determines that the remains do not require an assessment of cause of death and are probably Native American, then the NAHC would be contacted to identify the Most Likely Descendant.	During construction.	Inyo County; Applicant; County Coroner
PALEO-1a: Protect paleontological resources. Project developers shall document in a paleontological resources assessment report whether paleontological resources exist in a project area on the basis of the following: the geologic context of the region and site and its potential to contain paleontological resources (including the fossil yield potential), a records search of institutions holding paleontological collections from California desert regions, a review of	This measure has been satisfied with the preparation of the Paleontological Resources Assessment (Appendix I). No further work is	Inyo County; Construction Contractor

Mitigation Measure	Mitigation Timing	Responsible Party
published and unpublished literature for past paleontological finds in the area, and coordination with paleontological researchers working locally in potentially affected geographic areas (or studying similar geologic strata).	required.	
PALEO-1b: Protect paleontological resources. If paleontological resources are present at the site or if the geologic units to be encountered by the project (at the surface or the subsurface) have a high/very high or moderate/unknown fossil yield, a Paleontological Resources Management Plan shall be developed. The plan shall include the following types of requirements: 1. The qualifications of the principal investigator and monitoring personnel. 2. Construction crew awareness training content, procedures, and requirements. 3. Any measures to prevent potential looting, vandalism, or erosion impacts. 4. The location, frequency, and schedule for on-site monitoring activities. 5. Criteria for identifying and evaluating potential fossil specimens or localities. 6. A plan for the use of protective barriers and signs, or implementation of other physical or administrative protection measures. 7. Collection and salvage procedures. 8. Identification of an institution or museum willing and able to accept any fossils discovered. 9. Compliance monitoring and reporting procedures. If the geologic units that would be affected by the project have been determined to have low fossil yield potential, paleontological resources shall be included as an element in construction worker awareness training. The training shall include measures to be followed in the event of unanticipated discoveries, including suspension of construction activities in the vicinity. The Paleontological Resources Management Plan shall evaluate all of the construction methods proposed, including destructive excavation techniques. Where applicable, the principal investigator shall include in the plan an evaluation of the potential for such techniques to disturb or destroy paleontological resources, an evaluation of whether loss of such fossils	Prior to/during construction.	Inyo County; Construction Contractor

Mitigation Measure	Mitigation Timing	Responsible Party
would represent a significant impact, and discussion of mitigation or compensatory measures (such as recordation/recovery of similar resources elsewhere on the site) that are necessary to avoid or substantially reduce the impact.		
GEO-1: Conduct site-specific geotechnical investigations. Site-specific geotechnical investigations will be completed for all applicable proposed development within the individual SEDAs and the OVSA, and the potential off-site transmission corridors associated with the Charleston View, Chicago Valley, and Trona SEDAs (if applicable), prior to final project design approval. These investigations will identify site-specific criteria related to considerations such as grading, excavation, fill, and structure/facility design. All applicable results and recommendations from the geotechnical investigations will be incorporated into the associated individual project design documents to address identified potential geologic and soil hazards, including but not necessarily limited to: ground rupture; ground acceleration (ground shaking); soil liquefaction (and related issues such as dynamic settlement and lateral spreading); landslides/slope instability; geologic and soil instability (including compressible/collapsible soils, subsidence, and corrosive soils); and expansive soils. The final project design documents will also encompass applicable standard design and construction practices from sources including the California Building Code (CBC), International Building Code (IBC), and County standards, as well as the results/recommendations of County plan review and on the-ground geotechnical observations and testing to be conducted during project excavation, grading and construction activities (with all related requirements to be included in applicable engineering/design drawings and construction contract specifications). A summary of the types of remedial measures typically associated with identified potential geologic and soil hazards, pursuant to applicable regulatory and industry standards (as noted), is provided below. The remedial measures identified/recommended as part of the described site-specific geotechnical investigations will take priority over the more general types of standard regulatory/industry measures listed below. • Ground Rupture: (1) locate (or relocate) applicable facilities away from known active (or potentially active) faults and outside of associated CGS Earthquake Fault Zones; and (2) require appropriate (typically 50-foot) building exclusion buffers on either side of applicable fault traces. • Ground Acceleration (Ground Shaking): (1) incorporate applicable seismic loading factors (e.g., IBC/CBC criteria) into the design of facilities such as structures, foundations/slabs, pavement, utilities, manufactured slopes, retaining walls and drainage facilities; (2) use remedial grading	This measure has been satisfied with the preparation of the Geotechnical Recommendation Report (Appendix J). No further work is required.	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
techniques where appropriate (e.g., removing/replacing and/or reconditioning unsuitable soils); and (3) use properly engineered fill per applicable industry/regulatory standards (e.g., IBC/CBC), including criteria such as appropriate fill composition, placement methodology, compaction levels, and moisture content. • Liquefaction and Related Effects: 1) remove unsuitable soils and replace with engineered fill (as previously described), per applicable regulatory/industry standards (e.g., IBC/CBC); (2) employ measures such as deep soil mixing (i.e., introducing cement to consolidate loose soils) or use of subsurface structures (e.g., stone columns or piles) to provide support (i.e., by extending structures into competent underlying units); (3) use subdrains in appropriate areas to avoid or reduce near-surface saturation; and (4) design for potential settlement of liquefiable materials through means such as use of post-tensioned foundations and/or flexible couplings for utility connections. • Landslides/Slope Instability: (1) construct properly drained shear keys and/or replace susceptible deposits with manufactured buttress fills where appropriate; (2) employ applicable slope laybacks (i.e., shallower slopes) and/or structural setbacks; (3) incorporate structures such as retaining walls and stability fills where appropriate to provide support; and (4) implement proper slope drainage and landscaping where applicable per established regulatory/industry standards (e.g., IBC/CBC). • Geologic and Soil Instability: (1) use standard efforts such as over-excavation and recompaction or replacement of unsuitable soils with engineered fill, and enhanced foundation design in applicable areas (e.g., post-tensioned or mat slab foundations); (2) use engineered fill, subdrains, surcharging (i.e., loading prior to construction to induce settlement) and/or settlement monitoring (e.g., through the use of settlement monuments) in appropriate areas; (3) implement groundwater withdrawal monitoring/restrictions per established legal/regulatory/industry standards (if applicable); and (4) remove unsuitable deposits and replace with non-corrosive fill, use corrosion-resistant construction materials (e.g., corrosion-resistant concrete and coated or non-metallic facilities), and install cathodic protection devices (e.g., use of a more easily corroded “sacrificial metal” to serve as an anode and draw current away from the structure to be protected) per established regulatory/industry standards (e.g., IBC/CBC). • Expansive Soils: (1) replace and/or mix expansive materials with non-expansive fill; and (2) cap expansive soils in place with an appropriate thickness of non-expansive fill per established regulatory/industry standards (e.g., IBC/CBC).		

Mitigation Measure	Mitigation Timing	Responsible Party
GHG-1: Prepare site-specific Greenhouse Gas Report. Prior to approval of a Renewable Energy Permit, Renewable Energy Development Agreement, or Renewable Energy Impact Determination for a solar energy project, a site-specific greenhouse gas technical report will be prepared and approved by the County. The site-specific technical report will identify project-specific emissions to ensure compliance with the interim SCAQMD GHG thresholds, as well as measures to reduce operational greenhouse gas emissions. The technical report will be completed and approved by the County prior to the County's action.	This measure has been satisfied with the preparation of the Air Quality and Greenhouse Gas Report (Appendix F). No further work is required.	N/A
HAZ-1: Conduct site-specific Phase I ESA. Site-specific Phase I Environmental Site Assessments (ESAs) shall be completed for all proposed development projects within the nine individual SEDAs and the OVSA, as well as the potential off-site transmission corridors associated with the Trona, Chicago Valley, and Charleston View SEDAs (if applicable), prior to final project design approval. Specifically, Phase I ESA investigations shall be conducted for the noted areas to identify the potential occurrence of hazardous materials and Recognized Environmental Conditions, (RECs, as defined in ASTM International E1527-05, Section 1.1.1), potentially involving the presence of contaminated soil or groundwater, and/or structures or facilities containing hazardous materials such as asbestos insulation, lead-based paint and polychlorinated biphenyls. Phase I investigations shall include: (1) appropriate regulatory database records review; (2) site reconnaissance; (3) review of appropriate maps, aerial photographs and other pertinent documents; (4) interviews with current/previous property owners, local government/industry officials, and other individuals with knowledge of the property and/or local environmental conditions; (5) documentation of known or potential RECs; and (6) identification of recommendations to address RECs or other concerns, if applicable (including Phase II ESA investigations, as outlined below). Depending on the results of the described Phase I ESAs, one or more Phase II ESA investigations shall be conducted if identified as part of the Phase I recommendations. Phase II ESAs consist of "intrusive" investigations, in which original samples of soil, groundwater and/or building materials are collected and submitted for laboratory analysis to identify applicable contaminates. Based on the results of this testing, the Phase II ESAs shall identify the type and extent of REC (or other) contamination, and provide appropriate remedial measures to address associated hazards. Typical remedial measures may include efforts such as removal and proper disposal of contaminated materials (or on-site treatment and reuse, if	This measure has been satisfied with the preparation of the Phase I Environmental Site Assessment (Appendix K). No further work is required.	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
applicable), or in situ treatments such as oxidation (use of aerobic bacteria to accelerate natural attenuation of organic contaminants) or bioremediation (e.g., using bacteria to remove contaminates from groundwater). All ESAs conducted for the proposed project shall be prepared in conformance with applicable regulatory and industry standards, including ASTM International E1527-05 Standard Practice for Environmental Site Assessments, and Code of Federal Regulations Part 312, Standards and Practices for All Appropriate Inquiries. Applicable results and recommendations from the described Phase I and Phase II investigations shall be incorporated into the associated individual final project design documents to address identified potential hazardous material concerns.		
HAZ-4: Conduct site-specific Wildfire Safety Investigations. Site-specific Wildfire Safety Investigations shall be completed for all proposed projects within the nine individual SEDAs and the OVSA, as well as the potential off-site transmission corridors associated with the Trona, Chicago Valley, and Charleston View SEDAs (if applicable), that are in areas rated as moderate or high for wildfire hazards by California Department of Forestry and Fire Protection prior to final project design approval. Specifically, the Wildfire Safety Investigations shall be conducted for the noted areas to identify site-specific fire hazard ratings and associated risks to people and structures at proposed development sites. The Wildfire Safety Investigations shall include assessment of the following criteria for the noted areas and surrounding environments: (1) fire history; (2) fuel (vegetation) types; (3) climatic conditions (including wind patterns); (4) projected fire behavior (including flame lengths) from computer modeling (e.g., BehavePlus Fire Modeling System 5.0.4); (5) documentation of known or potential wildfire hazards to on-site people and structures; and (6) identification of remedial measures, if applicable (per applicable regulatory standards such as the California Building, Fire, and Residential Codes), potentially including efforts such as the use of fuel modification, structural features (e.g., non-combustible materials and fire/ember/smoke barriers), alarm systems, and/or automatic sprinklers. Applicable results and recommendations from the described Wildfire Safety Investigations shall be incorporated into the associated individual final project design documents to address identified potential wildfire-related concerns.	This measure has been satisfied with the preparation of the Wildfire Safety Investigations Memorandum (Appendix L). No further work is required.	N/A

HYD-1: Conduct site-specific hydrologic investigations. Site-specific hydrologic investigations will be completed for proposed utility scale solar facility development projects within the individual SEDAs and the OVSA (i.e., those with grading, excavation or other activities potentially affecting hydrologic conditions, as determined by the County), as well as the potential off site transmission corridors associated with the Trona, Chicago Valley, and Charleston View SEDAs (if applicable), prior to final project design approval. All applicable results and recommendations from these investigations will be incorporated into the associated individual final project design documents to address identified potential hydrologic concerns, including but not necessarily limited to: drainage alteration, runoff rates and amounts, flood hazards, and existing/planned storm drain system capacity. The final project design documents will also encompass applicable standard design and construction practices from sources including NPDES, Basin Plan and County standards, as well as the results/recommendations of County plan review (with all related requirements to be included in applicable engineering/design drawings and construction contract specifications). A summary of the types of remedial measures typically associated with identified potential hydrologic concerns, pursuant to applicable regulatory and industry standards (as noted), is provided below. The remedial measures identified/recommended as part of the described site-specific hydrologic investigations will take priority over the more general types of standard regulatory/industry measures listed below. • Drainage Alteration: (1) locate applicable facilities and activities (e.g., staging areas and soil/material stockpiles) outside of surface drainage courses and drainage channels; (2) re-route surface around applicable facilities, with such rerouting to be limited to the smallest area feasible and re-routed drainage to be directed back to the original drainage course at the closest feasible location (i.e., the closest location to the point of diversion); and (3) use drainage structures to convey flows within/through development areas and maintain existing drainage patterns. • Runoff Rates and Amounts: (1) minimize the installation of new impervious surfaces (e.g., by surfacing with pervious pavement, gravel or decomposed granite); and (2) use flow regulation facilities (e.g., detention/retention basins) and velocity control structures (e.g., riprap dissipation aprons at drainage outlets), to maintain pre-development runoff rates and amounts. • Flood Hazards: (1) work to locate proposed facilities and activities outside of mapped 100 year floodplain boundaries; (2) based on technical analyses such as Hydrologic Engineering Center-River Analysis System (HEC-RAS) studies, restrict facility locations to avoid adverse impacts related to impeding or redirecting flood waters; and (3) based on HEC-RAS studies, use measures such as raised fill pads to elevate proposed structures above calculated flood levels, and/or utilize	This measure has been satisfied with the preparation of the Hydrology & Water Quality Assessment (Appendix M) and the Water Supply Assessment (Appendix N). No further work is required.	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
protection/containment structures (e.g., berms, barriers or waterproof doors) to avoid flood damage. • Storm Drain System Capacity: (1) implement similar measures as noted above for runoff rates and amounts; and (2) utilize additional and/or enlarged facilities to ensure adequate on- and off-site storm drain system capacity.		
HYD-2: Conduct site-specific groundwater investigations. Site-specific groundwater investigations will be completed for all proposed solar facility development projects within the individual SEDAs and the OVSA proposing to utilize groundwater resources, prior to final project design approval. These investigations will identify site-specific criteria related to considerations such as local aquifer volumes and hydrogeologic characteristics, current/proposed withdrawals, inflow/recharge capacity, and potential effects to local aquifer and well levels, as well as effects to groundwater-dependent surface water features including springs, marshes and bosques, from proposed project withdrawals. All applicable results and recommendations from these investigations will be incorporated into the associated individual project design documents to address identified potential impacts to groundwater resources (per applicable regulatory standards), with all related requirements to be included in associated engineering/design drawings and construction contract specifications. A summary of the types of remedial measures typically associated with identified potential effects to groundwater and related surface water resources is provided below. The remedial measures identified/recommended as part of the described site-specific groundwater investigations will take priority over the more general types of standard measures listed below. • Aquifer/Well drawdown: (1) monitor local aquifer and private/production well levels to verify the presence or absence of project-related effects during pre-construction, construction, and operation periods (based on a methodology and monitoring schedule approved by the RWQCB and County); (2) document background and pre-construction groundwater conditions and comparable project-related construction and operation trends, along with related factors such as precipitation levels and groundwater budgets; (3) prepare scaled maps depicting the associated site(s), existing and proposed monitoring well locations, relevant natural (e.g., springs and groundwater-dependent vegetation) and other features (e.g., reservoirs), and pre-post-project groundwater contours, along with a description of cumulative water level changes; (4) restrict project-related groundwater withdrawals to appropriate levels to avoid significant adverse effects to local aquifers/wells and/or	This measure has been satisfied with the preparation of the Hydrology & Water Quality Assessment (Appendix M), the Water Supply Assessment (Appendix N), and the Hydrographic Basin Summary and the Groundwater Monitoring Plan (Appendix TBD). No further work is required.	Inyo County; Applicant

Commented [CN5]: Inyo County/Helix - Ibid.

Mitigation Measure	Mitigation Timing	Responsible Party
other groundwater-dependent uses (e.g., vegetation, springs or other related surface water features), based on thresholds approved by the RWQCB and County; and, (5) provide mitigation for affected wells or other uses/resources where applicable, potentially including well modifications (e.g., deepening pumps or wells), and/or financial compensation, and compensatory mitigation for impacts to groundwater dependent surface water features and habitats. • Groundwater Recharge Capacity: (1) reduce the area of on-site impervious surface if appropriate, through increased use of surfacing materials such as gravel, decomposed granite, or pervious pavement; and, (2) use facilities such as retention/percolation basins and unlined drainage facilities to increase local infiltration and groundwater recharge. The County may employ water injection as a method of groundwater recharge as deemed appropriate on a case by case basis. This decision would be made during project specific CEQA analysis for a given solar energy development proposal.		
HYD-3: Conduct site-specific water quality investigations. Site-specific water quality investigations will be completed for long-term solar facility operations associated with applicable proposed development projects within the individual SEDAs and the OVSA (i.e., those with activities potentially affecting water quality conditions, as determined by the County), as well as the potential off site transmission corridors associated with the Trona, Chicago Valley, and Charleston View SEDAs (if applicable), prior to final project design approval. All applicable results and recommendations from these investigations will be incorporated into the associated individual final project design documents to address identified potential long-term water quality issues related to conditions such as: anticipated and potential pollutants to be used, stored or generated on-site; the location and nature (e.g., impaired status) of on-site and downstream receiving waters; and project design features to avoid/address potential pollutant discharges. The final project design documents will also encompass applicable standard design practices from sources including NPDES, Basin Plan and County standards, as well as the results/recommendations of project-related hazardous materials investigations and regulatory standards (with all related requirements to be included in applicable engineering/design drawings and construction contract specifications). A summary of the types of BMPs typically associated with identified potential water concerns, pursuant to applicable regulatory and industry standards (as noted), is provided below. The BMPs identified/recommended as part of the described site-specific water quality investigations will take priority over the more general types of standard regulatory/industry measures listed below.	This measure has been satisfied with the preparation of the Hydrology & Water Quality Assessment (Appendix M) and Water Supply Assessment (Appendix N). No further work is required.	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
• Low Impact Development (LID)/Site Design BMPs: LID/site design BMPs are intended to avoid, minimize and/or control post development runoff, erosion potential and pollutant generation to the maximum extent practicable by mimicking the natural hydrologic regime. The LID process employs design practices and techniques to effectively capture, filter, store, evaporate, detain and infiltrate runoff close to its source through efforts such as: (1) minimizing developed/disturbed areas to the maximum extent feasible; (2) utilizing natural and/or unlined drainage features in on-site storm water systems; (3) disconnecting impervious pervious to slow concentration times, and directing flows from impervious surfaces into landscaped or vegetated areas; and (4) using pervious surfaces in developed areas to the maximum extent feasible. • Source Control BMPs: Source control BMPs are intended to avoid or minimize the introduction of pollutants into storm drains and natural drainages to the maximum extent practicable by reducing on-site pollutant generation and off-site pollutant transport through measures such as: (1) installing no dumping" stencils/tiles and/or signs with prohibitive language (per current County guidelines) at applicable locations such as drainages and storm drain inlets to discourage illegal dumping; (2) designing trash storage areas to reduce litter/pollutant discharge through methods such as paving with impervious surfaces, installing screens or walls to prevent trash dispersal, and providing attached lids and/or roofs for trash containers; (3) designing site landscaping (if applicable) to maximize the retention of native vegetation and use of appropriate native, pest-resistant and/or drought-tolerant varieties to reduce irrigation and pesticide application requirements; and (4) providing secondary containment (e.g., enclosed structures, walls or berms) for applicable areas such as trash or hazardous material use/storage. • Treatment Control/LID BMPs: Treatment control (or structural) BMPs are designed to remove pollutants from runoff to the maximum extent practicable through means such as filtering, treatment or infiltration. Treatment control and/or LID BMPs are required to address applicable pollutants, and must provide medium or high levels of removal efficiency for these pollutants (per applicable regulatory requirements). Based on the anticipated pollutants of concern, potential LID and treatment control BMPs may include (1) providing water quality treatment and related facilities such as sediment basins, vegetated swales, infiltration basins, filtration devices and velocity dissipators to treat appropriate runoff flows and reduce volumes prior to off-site discharge (per applicable regulatory requirements); and (2) conducting regular inspection, maintenance and as-needed repairs of pertinent facilities and structures.		

Mitigation Measure	Mitigation Timing	Responsible Party
PUB-1: Analyze public safety and protection response times and staff levels for each project. Site specific analysis of fire and police protection service response times and staffing levels shall be completed for proposed future solar development projects, as deemed appropriate by the County, at the cost of the project applicant, prior to final project design approval of each project. The analysis shall include a determination regarding a project's impact to fire and police protection services and outline feasible measures to maintain adequate response times for fire and police protection services.	This measure has been satisfied with the preparation of the Addendum. No further work is required.	N/A
PUB-2: Provide on-site security during the construction and long-term operation of the project. For project sites associated with proposed future solar development projects that are determined through mitigation measure PUB-1 to have insufficient law enforcement protection services or significant impacts to law enforcement services, project proponents shall be required to provide adequate, on-site private security for the duration of construction activities and during the long-term operation of the project to the satisfaction of the County. The actual size and configuration of the security details shall be determined by the County during preparation of the Development Agreement for the future solar energy project.	Prior to/during construction and operations.	Inyo County; Applicant
PUB-3: Pay mitigation fees for public safety and protection services. The County shall require project proponents to pay development mitigation fees for fire and police protection services, pursuant to ICC Title 21. Said fees shall be used to maintain proper staffing levels for fire, police protection, and emergency services and to sustain adequate response times as required by the County.	Prior to final project design approval.	Inyo County; Applicant
SOC-2: Minimize Impacts on County Public Services. To further off-set potential negative effects on County public services, General Plan Policy ED 4.4, Offset the Cost to the County for Service Provision, shall be supplemented with the following: • Cooperative agreements between project applicants and the County shall be secured prior to issuance of a building permit or project-specific entitlement to ensure the following: • Unless property taxation of a renewable energy installation is deemed sufficient by the County, project applicants shall pay a fair-share public service impact fee. A potential method for estimating a fair-share contribution could be calculated by:	This measure has been satisfied through the Development Agreements. No further work is required.	N/A

Mitigation Measure	Mitigation Timing	Responsible Party
• [annual service budget] X [estimated number of temporary workers temporarily in-migrating ÷ County population served]. • The public service fee (and formula used for calculating fair-share) shall be adjusted based on the duration of project construction (e.g., a project only lasting 9 months would utilize 75 percent of the annual budget, one lasting 1.5 years would utilize 150 percent of the annual budget, etc.); and • Project applicants shall maximize the County's receipt of sales and use taxes paid in connection with construction of the project by methods such as including language in construction contracts identifying jobsites to be located within the County and requiring construction contractors to attribute sales and use taxes to the County in their Board of Equalization filings and permits.		
TRA-1: Prepare site-specific traffic control plans for individual projects. Site-specific traffic control plans shall be prepared for all proposed solar energy projects within the individual SEDAs and the OVSA to ensure safe and efficient traffic flow in the area of the solar energy project and within the project site during construction activities. The traffic control plan shall, at minimum, contain project specific measures to be implemented during construction including measures that address: (1) noticing; (2) signage; (3) temporary road or lane closures; (4) oversized deliveries; (5) construction times; and, (6) emergency vehicle access.	Prior to construction.	Inyo County; Applicant
TRA-2: Implement recommendations from traffic impact analysis on surrounding roadways and intersections. Site-specific construction traffic impact analyses shall be prepared for all proposed solar energy projects within the individual SEDAs and the OVSA to evaluate potential traffic impacts on surrounding roadways and intersections during the construction period. Applicable results and recommendations from the project-specific construction traffic impact analysis shall be implemented during the appropriate construction phase to address identified potential construction traffic impacts.	This measure has been satisfied with the preparation of the Transportation Analysis (Appendix P). No further work is required.	N/A
General Condition of Approval A: Compliance with the Conditions of Approval identified in the Staff Report (as amended by the Board of Supervisors). The project shall comply with all applicable mitigation measures identified in the Staff Report prepared for the Board of Supervisors hearing. The final Conditions of Approval requirements will be determined by the Board of Supervisors during the hearing; the Board of Supervisors may modify, add, or remove measures compared to those listed in the Staff Report.	Throughout project lifecycle.	Applicant
	Throughout project	Applicant

Mitigation Measure	Mitigation Timing	Responsible Party
General Condition of Approval B: Compliance with the PEIR and CEQA Addendum including all PEIR MMRP Requirements. The project shall comply with all applicable mitigation measures identified in the Addendum and PEIR in compliance with the PEIR MMRP requirements. Failure to comply may result in the suspension or termination of REDAs 2026-01/2026-02.	lifecycle.	
General Condition of Approval C: Le Conte's Thrasher Avoidance and Minimization Measures The following measures are proposed as project COAs to reduce potential impacts to LeConte's thrasher. Additionally, the project applicant is in the process of obtaining an Incidental Take Permit (ITP) from CDFW for LeConte's thrasher. Coordination with CDFW is currently ongoing at the time this IS/Addendum was prepared. <u>Pre-Construction Nesting Birds Surveys</u> If construction occurs during the nesting bird season (1 February through 31 August), a qualified biologist will conduct pre-construction nesting bird surveys within the work area and applicable buffer areas no more than 5 days prior to ground disturbance. If active nests are identified, species-appropriate avoidance buffers will be established and maintained until nesting activities are complete or the nest is otherwise determined to be inactive by a qualified biologist. Buffer distances may be adjusted based on site conditions, construction activities, and observed bird behavior. <u>Worker Environmental Awareness Training</u> Prior to construction, all project personnel will receive Worker Environmental Awareness Training from a qualified biologist. Training will cover LeConte's thrasher, other special-status species that may occur in the project site, applicable regulatory protections, and required avoidance and minimization measures. All personnel will be required to complete training before beginning work on the project. A log will be maintained of all personnel who receive training. <u>Biological Monitor</u> A CDFW-approved biological monitor will be present during initial ground-disturbing activities and other construction activities that have potential to take LeConte's thrasher. The biological monitor will ensure implementation of avoidance and minimization measures, monitor for special-status wildlife, document observations and compliance, and have authority to stop work if activities have the potential to affect LeConte's thrasher or other special-status species until appropriate measures are implemented.	Prior to/during construction.	Applicant; Inyo County

Mitigation Measure	Mitigation Timing	Responsible Party
Avian Power Line Interaction Committee Guidelines Transmission lines and electrical components will be designed, installed, and maintained to reduce the likelihood of bird electrocutions and collisions and to comply with the Migratory Bird Treaty Act, Bald Eagle and Golden Eagle Protection Act, and CESA. Avian Power Line Interaction Committee guidelines will be implemented as appropriate, such as line marking and/or other bird deterrents (spikes, reflectors, owl deterrents). Compensatory Mitigation The project applicant proposes to provide compensatory mitigation through habitat preservation at the Kingston View mitigation site, an approximately 1,859-acre property owned by the applicant and located approximately 2 miles southeast of the project site. Habitat assessments determined that approximately 1,594.8 acres (86 percent) of the site consists of potentially suitable Le Conte's thrasher habitat. Le Conte's thrasher surveys conducted at the mitigation site in May 2026 confirmed both occupancy and breeding activity. Surveyors documented two individuals and an active nest containing three eggs within suitable desert scrub habitat. These observations indicate that the mitigation site supports occupied LeConte's thrasher habitat and conservation values relevant to the species. The final compensatory mitigation requirements for LeConte's thrasher will be determined through coordination with CDFW as part of the ITP process and may include additional measures beyond those currently proposed.		

1340 Treat Boulevard
Suite 550
Walnut Creek, CA 94597

T +1 925 946 0455

erm.com

MEMO

TO	Cynthia Draper and Cathreen Richards, Inyo County
FROM	Sarah Willbrand, Lauren Huff
DATE	11 November 2026
REFERENCE	0838701
SUBJECT	Bonanza Peak Energy Project Mitigation Measure Refinements

1. INTRODUCTION

Bonanza Peak Solar, LLC, a subsidiary of Hanwha Renewables (Applicant), has coordinated with Inyo County, the California Department of Fish and Wildlife (CDFW), and the U.S. Fish and Wildlife Service (USFWS) throughout planning for the Bonanza Peak Energy Project (Project) to avoid, minimize, and mitigate impacts to special-status species and protected water features. This memorandum recommends refinements to certain mitigation measures adopted through the Inyo County Renewable Energy General Plan Amendment (REGPA) Program Environmental Impact Report (PEIR), based on Project-specific analysis and agency coordination, updated scientific information, and current agency guidance.

The REGPA PEIR establishes a program-level environmental protection framework for renewable energy development within designated Solar Energy Development Areas (SEDAs). Consistent with that programmatic scope, several adopted mitigation measures contemplate subsequent Project-specific evaluation, consultation with CDFW and USFWS, implementation through agency-approved plans and permits, and consideration of current agency guidance. Since certification of the REGPA PEIR, the Project has undergone extensive biological surveys and technical analyses, and Project-specific avoidance, minimization, monitoring, and mitigation requirements have been developed through consultation and permitting with CDFW and USFWS.

The refinements described below reconcile the program-level mitigation language with these Project-specific requirements, current scientific information, and current CDFW and USFWS guidance. They clarify or tailor how the adopted measures will be implemented for the Project, including where the agencies have identified or approved an alternative method of achieving the underlying mitigation objective. The refinements do not change the fundamental purpose or environmental protection objectives of the applicable mitigation measures.

Furthermore, modifications to a mitigation measure do not automatically trigger subsequent or supplemental review under CEQA. A mitigation measure may be modified without triggering additional review where the measure is no longer necessary to mitigate a significant impact or is infeasible, unworkable, or unnecessary. *Mani Brothers Real Estate Group v. City of Los Angeles* (2007) 153 Cal.App.4th 1385, 1388, 1403 (lead agency's decision to revise certain mitigation measures did not warrant subsequent review); *Lincoln Place Tenants Association v. City of Los*

© Copyright 2026 by The ERM International Group Limited and/or its affiliates ('ERM'). All Rights Reserved.
No part of this work may be reproduced or transmitted in any form or by any means, without prior written permission of ERM.

Angeles (2005) 130 Cal.App.4th 1491, 1508-09 (mitigation measures may be changed if found to be impractical or unworkable).

Based on the above and the supporting information provided below, the proposed refinements do not meet any of the conditions requiring preparation of a subsequent EIR under CEQA Guidelines Section 15162:

- The refinements do not constitute substantial changes to the Project.
- No substantial changes have occurred in the circumstances under which the Project will be undertaken that would require major revisions to the REGPA PEIR because of a new significant environmental effect or a substantial increase in the severity of a previously identified significant effect.
- The Project-specific analyses, agency coordination, updated guidance, or other information described herein do not constitute new information of substantial importance that would demonstrate a new significant environmental effect, a substantially more severe previously identified effect, or the availability of a feasible mitigation measure or alternative that would substantially reduce a significant environmental effect but that the Applicant has declined to adopt.

Because the refinements require changes or additions to the REGPA PEIR, but none of the conditions requiring a subsequent EIR has occurred, they may appropriately be addressed in an addendum pursuant to CEQA Guidelines Section 15164.

Recommended refinements below are shown in ~~strikethrough~~ and underline.

2. PROPOSED MITIGATION MEASURE REFINEMENTS

2.1 AQ-2: REDUCE FUGITIVE DUST AND PARTICULATE MATTER EMISSIONS DURING CONSTRUCTION

Proposed Refinement:

To control emissions of particulate matter, and to ensure compliance with GBUAPCD Rules 401 and 402 as well as applicable BMPs from Renewable Energy Action Team (REAT) Best Management Practices and Guidance Manual (REAT 2010), solar projects shall implement fugitive dust and particulate matter emissions control measures including, but not limited to the following:

- Water and/or coarse rock all active construction areas as necessary and indicated by soil and air conditions;
- Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard;
- Pave or apply (non-toxic) soil stabilizers on all unpaved access roads unless otherwise addressed through alternative emission control measures (e.g., water);
- Sweep daily (with water sweepers) all paved access roads;

- Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets;
- Suspend excavation and grading activity when sustained winds make reasonable dust control difficult to implement, e.g., for winds over 25 mph.
- Limit the speed of on-site vehicles to 15 mph.

Justification:

This revision is recommended to reflect USFWS and CDFW guidance regarding the use of soil binders. During Project coordination, the USFWS and CDFW requested that water be used for dust control in lieu of soil binders where feasible, which avoids application of soil-binding agents that could alter surface-soil conditions. The revised language allows alternative emission control measures, including water, to be used consistent with USFWS and CDFW requirements while maintaining the measure's objective of controlling fugitive dust emissions. Further, the water use for dust control is incorporated into the Project's water demand analyzed in the addendum. The proposed change to this mitigation measure does not change any of the significance conclusions in the PEIR or addendum.

2.2 BIO 2B: MINIMIZE IMPACTS TO SPECIAL-STATUS PLANTS

Proposed Refinement:

A mitigation and monitoring plan shall be developed by a qualified botanist/ restoration ecologist and submitted to CDFW for approval prior to approval of the proposed project. The mitigation and monitoring plan will dictate appropriate avoidance and minimization measures, compensatory mitigation, and monitoring requirements as pertinent to the specific species and level of impact(s). Mitigation shall include, but is not limited to 1) protection of special status plant populations not directly impacted by construction or implementation of the project as stated above; 2) transplantation and/or collection of seed from impacted plants if feasible, as stated above; and, 3) the preservation in perpetuity of an equivalent or larger off-site population for every individual or population of special status plant impacted including sufficient land surrounding the preserved population to ensure its survival in perpetuity as determined by a qualified botanist/ restoration ecologist, unless in review of the submitted plan CDFW approves an alternative preservation proposal as satisfying the intent of this mitigation measure. The qualified botanist/ restoration ecologist shall include plans to restore and enhance the preserved populations to the extent feasible

Justification:

The proposed revision would allow the special-status plant mitigation requirement to be implemented in accordance with an approach reviewed and accepted by CDFW. For the Project, CDFW was provided with detailed information regarding the special-status plant species documented or assumed present within the Project Area and those documented on the proposed mitigation property. The correspondence expressly explained that the special-status plant

communities at the two sites overlap but are not identical and specifically requested CDFW's concurrence regarding whether preservation and long-term management of the mitigation property would provide sufficient mitigation for species documented or assumed present within the Project Area but not observed on the mitigation property. Following its review, CDFW confirmed that, given the general overlap of species and habitat types on the mitigation property and its permanent protection and management, CDFW did not recommend additional mitigation lands or species-specific measures and considered the mitigation property sufficient to satisfy the intent of the PEIR mitigation measures. It is also our understanding that CDFW's botanist reviewed the proposed mitigation approach as part of the agency's review and determination that the mitigation property was sufficient to meet the intent of the measure.

The proposed revision is also biologically appropriate because special-status plants can vary considerably from year to year depending on rainfall and other environmental conditions. A species may not be observed during a particular survey year even though suitable habitat is present and the species could occur under more favorable conditions. This was the case with the Project surveys, where some special-status plant species were conservatively assumed present because drought conditions limited their detectability. Similarly, some species that were not observed during the Project surveys were documented on the mitigation property, illustrating how plant occurrence and detectability can vary between sites and survey years.

For the same reason, a species not observed on the mitigation property during a particular survey does not necessarily mean that the property cannot support that species or that the species would not be present in future years. This is particularly relevant for the mitigation lands because Campito Peak has not yet been surveyed for special-status plants, but contains habitat that appears similar to or of higher quality than habitat in the Project Area. The mitigation lands are also located in close proximity to areas known to support special-status plant populations and associated seed banks, and at least one special-status plant that is in the Project Area and was not observed on Kingston View has been previously documented in the California Natural Diversity Database on the Campito Peak mitigation site.

The revised language allows CDFW, as the trustee agency with biological expertise, to make that determination based on the species, habitat, and long-term conservation value of the mitigation property. The proposed change to this mitigation measure does not change any of the significance conclusions in the PEIR or addendum.

2.3 BIO 3B: MINIMIZE IMPACTS TO SPECIAL-STATUS WILDLIFE

Proposed Refinement:

Biological Monitoring

A CDFW-approved biologist shall be designated to oversee compliance with biological resources avoidance and minimization measures during mobilization, ground disturbance, grading, construction, operation, and closure/decommissioning, or project abandonment, particularly in

areas containing or known to have contained sensitive biological resources, such as special status species and unique plant assemblages. The CDFW-approved biologist shall perform biological monitoring during all grading, clearing, grubbing, trenching, and construction activities consistent with monitoring required in any permit issued by the USFWS and CDFW. The boundaries of all areas to be disturbed (including staging areas, access roads, and sites for temporary placement of spoils) shall be delineated with stakes and flagging prior to construction activities in consultation with the biological monitor. Spoils shall be stockpiled in disturbed areas lacking native vegetation and which do not provide habitat for special status species. Parking areas, staging and disposal site locations shall also be located in areas without native vegetation or special status species habitat. All disturbances, vehicles, and equipment shall be confined to the flagged areas. The CDFW-approved biologist shall be responsible for actions including, but not limited to, the following…

Justification:

This revision is intended to align construction monitoring with the requirements established through USFWS and CDFW permits and to provide clarity regarding the interpretation of the mitigation measure. Following installation of exclusion fencing, monitoring requirements are expected to be reduced where authorized by the USFWS and CDFW given anticipated exclusion of special-status species onsite. The revision therefore allows monitoring to be conducted at the level required by applicable permits while maintaining agency oversight and required species-protection measures, keeping anticipated impacts to a less than significant level. The proposed change to this mitigation measure does not change the significance conclusion in the PEIR or addendum.

2.4 BIO 3B: MINIMIZE IMPACTS TO SPECIAL-STATUS WILDLIFE

Proposed Refinement:

Fugitive Dust Reduction

To reduce the potential for the transmission of fugitive dust the project proponent shall implement dust control measures. These shall include:

- The project proponent shall apply non-toxic soil binders, equivalent or better in efficiencies than the CARB- approved soil binders, to active unpaved roadways, unpaved staging areas, and unpaved parking area(s) throughout construction to reduce fugitive dust emissions, unless otherwise addressed through alternative emission control measures (e.g., water).

Justification:

See justification provided for the proposed change to MM AQ-2 above.

2.5 BIO 6A: MINIMIZE IMPACTS TO DESERT TORTOISE

Proposed Refinement:
Raven Management Plan

The project developer shall provide funds for regional management of common ravens through the payment of a per-acre fee as determined in consultation with the USFWS. The fee shall be commensurate with current per-acre fees (at the time of project approval) required by the BLM and the CEC for development projects in the desert with the potential to provide subsidies to common ravens such as shelter, perching sites, and food. The fee shall be used by the Desert Managers Group, or other entity or funding mechanism designated by USFWS, to manage common ravens in the California desert with the goal of reducing their predation on desert tortoises.

Justification:

The revision is intended to account for changes in the entity or mechanism used to administer regional raven management funding over the life of the Project. The Desert Managers Group remains active; however, current regional raven management funding is administered by the National Fish and Wildlife Foundation in consultation with the Renewable Energy Action Team. The revised language therefore preserves the requirement to fund regional raven management while allowing USFWS and CDFW to identify the appropriate entity or funding mechanism at the time payment is required. The proposed change to this mitigation measure does not change the significance conclusion in the PEIR or addendum.

2.6 BIO 6A: MINIMIZE IMPACTS TO DESERT TORTOISE

Proposed Refinement:
Desert Tortoise Priority Connectivity Area

Unless as noted herein, Projects shall not be sited within areas identified for desert tortoise recovery or conservation according to the Draft Revised Recovery Plan for the Mojave Population of the Desert Tortoise (*Gopherus agassizii*) (USFWS 2011) (such as designated critical habitat, Area of Critical Environmental Concern [ACEC], Desert Wildlife Management Area [DWMA], priority connectivity areas, and other areas or easements managed for desert tortoises). A small portion (up to 5% of the Developable Area) of the Project may be sited in priority connectivity areas if agreed to by the USFWS and CDFW and all impacts are mitigated.[1]

Justification:

This revision is recommended because the original measure establishes an absolute siting restriction based, in part, on conservation designations and planning information that do not reflect the USFWS' or CDFW's current, project-specific approach to desert tortoise conservation.

[1] Approximately 4.2% of the Bonanza Peak Energy Project's 2,400-acre Developable Area is within a priority connectivity area.

Mapped priority habitat connectivity areas were developed in 2009 using mapping technology that allowed only coarse, landscape-scale delineation of habitat areas. Now, the USFWS and CDFW assess project-specific impacts to desert tortoise through current habitat information, project-specific surveys, and applicable avoidance, minimization, and mitigation requirements established through consultation and permitting. The Project is undergoing Section 10 consultation with USFWS under the Desert Tortoise General Conservation Plan (USFWS 2025),[2] through which Project-specific impacts and appropriate avoidance, minimization, and mitigation requirements are being addressed. The General Conservation Plan does not reference or rely on priority connectivity areas. USFWS and CDFW have agreed to the Project's proposed mitigation approach, which includes permanent conservation of the Kingston View and Campito Peak properties totaling approximately 2,400 acres which provide high-quality desert tortoise habitat and are strategically located adjacent to other conserved habitat, thereby helping to fill gaps between protected areas and support landscape-level habitat connectivity. Kingston View supports a high density of desert tortoises, and the addition of Campito Peak expands the contiguous conservation area between Kingston View and other protected lands. In addition, the portion of the mapped priority connectivity area that overlaps the Project occurs along the outer edge of the broader connectivity area and extends into the Project Area as a relatively narrow arm that dead-ends in the area overlapping the Project as opposed to forming a north-south connection between larger areas of mapped priority habitat. Only approximately 4.2 percent of the Project's 2,400-acre Developable Area overlaps the mapped priority connectivity area. Accordingly, the limited overlap is not expected to substantially affect the function of the broader mapped connectivity area. The revision therefore recognizes the Project-specific mitigation approach agreed upon with the CDFW and USFWS and allows development where impacts are appropriately mitigated as determined by those agencies, rather than establishing an absolute siting prohibition. The proposed change to this mitigation measure does not change the significance conclusion in the PEIR or addendum.

2.7 BIO-18: BIRD MONITORING

Proposed Refinement:

The BBCS shall address buffer distances for specific bird species and include a robust, systematic monitoring protocol to document mortality and habitat effects to birds. The monitoring protocol should incorporate the following objectives at a minimum: (1) ~~a minimum of weekly monitoring for mortality and immediate necropsy to determine cause of death~~ monitoring for bird and bat mortality conducted in conjunction with routine operations and maintenance activities, with additional monitoring conducted where required by applicable wildlife agency permits or

[2] U.S. Fish and Wildlife Service. (2025). *General Conservation Plan for the Desert Tortoise in California*. U.S. Fish and Wildlife Service. https://cadeserttortoisegcpsa.blob.core.windows.net/files/Desert%20Tortoise%20GCP_Revised%20Final%20Version_20251001_signed_508.pdf?sv=2025-07-05&spr=https&st=2026-07-14T19%3A43%3A37Z&se=2027-07-15T19%3A43%3A00Z&sr=b&sp=r&sig=%2BuI%2BofjOfL1HXQ%2Fj%2F9mguQCdmbZ7y7o%2FRppcIPqPJeI%3D. Accessed 2 November 2026.

authorizations, both during construction and throughout the life of the project; (2) systematic data collection and reporting of bpird mortality including data on the following: species, date, time, how the animal died, if feasible, (e.g., exhaustion, trauma), as well as any information on what might be attracting animals to the photovoltaic cells (light, insects, etc.); (3) to the extent feasible, a method to estimate the overall annual avian mortality rate associated with the facility, including mortality associated with all the features of the project that are likely to result in injury and mortality (e.g., fences, ponds, solar panels); and, (4) to the extent feasible, methods to determine whether there is spatial differentiation within the solar field in the rates of mortality (i.e., panels on the edge of the field versus interior of the field), (5) conducting necropsy where required by the applicable wildlife agency (i.e., CDFW, USFWS) or permit. If collection of birds is required, b~~B~~iologists performing this work would be required to have a Scientific Collecting Permit from CDFW. ~~Standardized and systematic d~~Data on bird and bat mortalities will be collected to contribute to the improvement of the scientific communities' understanding of both baseline and photovoltaic related mortality that occurs in solar projects in the desert and is needed in order to identify improved methods to minimize adverse effects on migrating birds and bats.

Justification:

Revision is recommended to reflect the solar technology ultimately approved for the Project and the current understanding of avian risk associated with photovoltaic solar facilities. The original MMRP was developed when solar power tower technology was under consideration for the Project and when potential attraction of waterbirds to solar facilities under the "lake effect" hypothesis was a greater concern. Solar power tower technology was not ultimately approved for the Project, and more recent research has further evaluated avian interactions with photovoltaic facilities, including the influence of solar technology on interpretation of avian mortality and the hypothesized "lake effect." More recent research indicates that previously reported patterns of aquatic bird mortality at photovoltaic facilities were influenced by differences in solar technology and site-specific data, weakening the basis for assuming a generalized "lake effect" at photovoltaic facilities (Kosciuch et al. 2025).[3] Accordingly, the prescriptive requirement for weekly mortality monitoring and immediate necropsy throughout the approximately 50-year Project life is not appropriately tailored to the photovoltaic technology ultimately approved for the Project and would result in approximately 2,609 monitoring events. The revised measure instead requires bird and bat mortality observations during routine operations and maintenance activities, documentation and reporting of observed mortality, and additional monitoring or necropsy where required by CDFW or USFWS. This approach maintains long-term monitoring and agency oversight while establishing monitoring requirements proportionate to the Project's technology and anticipated impacts. The proposed change to this mitigation measure does not change the significance conclusion in the PEIR or addendum.

[3] Kosciuch, K., Riser-Espinoza, D., & Mitchell, M. (2025). *Lake effect or data mirage? How accounting for technology differences at utility scale solar energy facilities can change data interpretation*. Environmental Research Letters, 20(12), 124023. https://doi.org/10.1088/1748-9326/ae1e91. Accessed 2 November 2026.

2.8 BIO-18: VEGETATION INSIDE FENCED AREA

Proposed Refinement:

All potential nesting vegetation (e.g., trees, shrubs) shall be removed within the fenced area of the facility to decrease attractive habitat unless alternative vegetation management is required as part of permits issued by the CDFW and USFWS.

Justification:

Revision is recommended to allow vegetation management to be implemented consistent with CDFW and USFWS guidance and agency-approved Project plans. During Project coordination, the agencies have consistently expressed a preference for retaining existing vegetation where feasible to maintain habitat for wildlife that may continue to use the site following construction. Much of the existing vegetation within the Project site, including shrubs, also constitutes potential nesting habitat; therefore, requiring removal of all potential nesting vegetation would effectively require removal of much of the vegetation that could otherwise remain available as wildlife habitat. The revision allows vegetation to be retained where consistent with requirements established by CDFW and USFWS, rather than imposing a blanket requirement to remove all potential nesting vegetation. Additionally, this revision is consistent with Mitigation Measure AES-9, which requires that existing native vegetation be preserved to the greatest extent possible. The proposed change to this mitigation measure does not change the significance conclusion in the PEIR or addendum.

2.9 BIO-21: MINIMIZE IMPACTS TO MOVEMENT AND MIGRATORY CORRIDORS OR NATIVE WILDLIFE NURSERY SITES

Proposed Refinement:

As stated in Mitigation Measure BIO-6, ~~projects shall not~~ a small portion (up to 5% of the Developable Area) of the Project may be sited within areas identified for desert tortoise recovery or conservation according to the Draft Revised Recovery Plan for the Mojave Population of the Desert Tortoise (USFWS 2011) (such as designated critical habitat, ACECs, DWMAs, priority connectivity areas, and other areas or easements managed for desert tortoises) if agreed to with the USFWS and CDFW and all impacts are mitigated.[4]

Justification:

See justification provided for the proposed change to BIO-6a above.

2.10 CUL-1: MINIMIZE IMPACTS TO CULTURAL RESOURCES

Proposed Refinement:

Adverse effects to historical resources (CRHR~~P~~-eligible cultural resources) would be resolved on a project-specific level. As part of this process, resource identification efforts including pedestrian

[4] Approximately 4.2% of the Bonanza Peak Energy Project's 2,400-acre Developable Area is within a priority connectivity area.

surveys, formal government-to-government tribal consultation with state lead agencies, and engagement with Native American communities would be necessary. Examples of ways to resolve adverse effects include…

Justification:

This modification is a non-substantive correction to the acronym for the California Register of Historical Resources.

Final Special-Status Plant Mitigation and Monitoring Plan

Bonanza Peak Energy Project

PREPARED FOR
Bonanza Peak Solar, LLC

DATE
November 2026

REFERENCE
0838701



SIGNATURE PAGE

Final Special-Status Plant Mitigation and Monitoring Plan

Bonanza Peak Energy Project

0838701

Julia Metzler
Consultant, Scientist

Erin Martinelli
Principal Consultant, Scientist

Lauren Huff
Technical Consulting Director

Ian Todd
Principal in Charge

Environmental Resources Management, Inc.
1340 Treat Blvd., Suite 550
Walnut Creek, California 94597

T +1 925 946 0455

© Copyright 2026 by The ERM International Group Limited and/or its affiliates ('ERM'). All Rights Reserved.
No part of this work may be reproduced or transmitted in any form or by any means, without prior written permission of ERM.

CONTENTS

1. INTRODUCTION 1

2. PROJECT DESCRIPTION 1

2.1 PROJECT LOCATION 1
2.2 PROJECT OVERVIEW 2

3. REGULATORY CONTEXT 2

3.1 CALIFORNIA ENVIRONMENTAL QUALITY ACT 2
3.2 CALIFORNIA DESERT NATIVE PLANTS ACT 2
3.3 REGPA PEIR MITIGATION MEASURE 3

4. AGENCY COORDINATION 5

5. EXISTING CONDITIONS 5

5.1 BACKGROUND 5
5.2 EXISTING CONDITIONS OVERVIEW 5
5.3 SPECIAL-STATUS PLANT SPECIES IDENTIFIED IN THE SURVEY AREA 6

6. MITIGATION PLAN 8

6.1 PROJECT DISTURBANCE 8
6.2 AVOIDANCE AND MINIMIZATION MEASURES 9
6.3 CALIFORNIA DESERT NATIVE PLANTS ACT SPECIES 9
6.4 MITIGATION SITES 9
6.4.1 Special-Status Species Present in the Kingston View Mitigation Site 10

7. MONITORING 11

8. REPORTING 11

9. CONTINGENCY MEASURE 11

10. REFERENCES 12

APPENDIX A FIGURES

LIST OF TABLES

TABLE 1 SPECIAL-STATUS PLANT SPECIES OBSERVED IN THE PROJECT AREA 7
TABLE 2 OTHER SPECIAL-STATUS SPECIES KNOWN TO BE IN PROJECT AREA 8
TABLE 3 SPECIAL-STATUS SPECIES OBSERVED IN THE KINGSTON VIEW MITIGATION SITE 10

ACRONYMS AND ABBREVIATIONS

Acronym	Description
CDFW	California Department of Fish and Wildlife
CDNPA	California Desert Native Plants Act
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CNDDB	California Natural Diversity Database
CNPS	California Native Plant Society
CRPR	California Rare Plant Rank
EIR	Environmental Impact Report
ERM	Environmental Resources Management, Inc.
FESA	Federal Endangered Species Act
gen-tie	Generation-tie line
O&M	Operations and maintenance
PEIR	Program Environmental Impact Report
Plan	Special-Status Plant Mitigation and Monitoring Plan
Project	Bonanza Peak Energy Project
PV	Photovoltaic
REGPA	Inyo County Renewable Energy General Plan Amendment
SEDA	Solar Energy Development Area
USFWS	United States Fish and Wildlife Service

1. INTRODUCTION

Environmental Resources Management, Inc. (ERM) has prepared this Special-Status Plant Mitigation and Monitoring Plan (Plan) on behalf of Bonanza Peak Solar, LLC, for the proposed Bonanza Peak Energy Project (Project). The Project consists of the construction, operations and maintenance (O&M), and decommissioning of a utility-scale solar photovoltaic (PV) energy-generating facility on private lands in southeastern Inyo County, California.

The solar generation facility, including the PV solar arrays, substation, and other electrical infrastructure, would be within a 3,382-acre Project Area, with a developed portion not exceeding 2,400 acres in the California portion of the Project, consistent with the Inyo County Renewable Energy General Plan Amendment (REGPA) Program Environmental Impact Report (PEIR) (Inyo County 2015).

This Plan describes observed special-status plant species and outlines associated mitigation and monitoring measures to be implemented prior to and during Project construction and O&M. ERM has prepared the Plan to comply with Mitigation Measure BIO-2 in the Inyo County REGPA PEIR (Inyo County 2015).

This Plan addresses mitigation and monitoring for special-status plant species—none of which are federally or state listed—within the Project Area. Mitigation for permanent Project impacts to special-status plant species would be achieved through long-term preservation and management of the offsite Kingston View and Campito Peak mitigation sites, details of which will be described in the *Start-up, Interim, and Long-term Management Plan* for the Bonanza Peak Energy Project, currently in preparation.

2. PROJECT DESCRIPTION

2.1 PROJECT LOCATION

The Project would be located in the Charleston View Solar Energy Development Area, adjacent to the Nevada state line and north of Old Spanish Trail Highway. An approximate 9-mile-long, 230-kilovolt gen-tie line would traverse Bureau of Land Management-administered lands in Nye and Clark counties, Nevada, and would interconnect with the existing Gridliance 230-kilovolt transmission line at the Trout Canyon Substation. This Plan addresses special-status plant species mitigation and monitoring for only the portion of the Project in California.

The Project Area is situated between the Pahrump Valley to the northeast; the town of Pahrump, Nevada, 25 miles to the north; the town of Charleston View, California, approximately 1 mile to the south; the Nopah Range to the west and southwest; Tecopa, California, approximately 26 miles to the west; and Mountain Springs, Nevada, approximately 25 miles to the east. The Project would lie within the U.S. Geological Survey *Calvada Springs, Stump Spring, and Mound Spring* 7.5-minute topographic quadrangles on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley. A map of the Project Area is included in **Appendix A, Figure 1.**

2.2 PROJECT OVERVIEW

The Project involves the construction, operation, and decommissioning of a utility-scale, solar PV energy-generating facility on private lands. The solar generation facility, including the PV arrays, substation, and other electrical equipment, would be developed within a 3,382-acre Project Area. Consistent with the Inyo County REGPA, the developed area of the solar facility within California would not exceed 2,400 acres. The Project has a planned net generating capacity of up to 500 megawatts alternating current and would be built as one or more phases. Construction activities would include vegetation mowing and trimming, clearing and grading (where necessary), pile driving, trenching, equipment installation, and facility construction. A map of the Project Area depicting Project components is included in **Appendix B, Figure 2.**

Major Project components include:

- PV arrays mounted on driven piles
- Inverters and transformers
- Onsite collector lines
- Onsite substation
- Onsite O&M building
- Generation tie-in transmission line
- Access roads and internal maintenance roads
- Temporary construction laydown and staging areas
- Sediment (stormwater) basins

Construction is anticipated to occur over approximately 18 months, beginning as soon as May 2027. Post construction, the duration of the Project operation is approximately 48.5 years.

3. REGULATORY CONTEXT

3.1 CALIFORNIA ENVIRONMENTAL QUALITY ACT

Under the California Environmental Quality Act (CEQA) of 1970, projects are analyzed for whether they would have a substantial adverse effect on special status species, including those that are not listed as endangered or threatened under the Federal Endangered Species Act (FESA) or California Endangered Species Act (CESA) but would be considered rare or sensitive under the criteria included in the State CEQA Guidelines Section 15380. The California Native Plant Society (CNPS) ranks native plants of California according to rarity, with plants ranked as 1A, 1B, 2, and 3 generally considered for review under CEQA.

3.2 CALIFORNIA DESERT NATIVE PLANTS ACT

The California Desert Native Plants Act (CDNPA) prohibits the harvesting, transport, sale, or possession of designated native desert plants except for scientific or educational purposes (under a permit), or if the person has a valid permit, or wood receipt, and the required tags and seals. The provisions are applicable within the boundaries of Imperial, Inyo, Kern, Los Angeles, Mono, Riverside, San Bernardino, and San Diego counties. The CDNPA was passed in 1981 under the

California Food and Agriculture Code, Division 23, Chapter 3, Section 80071-80075. Enforcement of the act is allowed under Sections 1925-1926 of the California Fish and Game Code.

3.3 REGPA PEIR MITIGATION MEASURE

ERM has prepared this Plan in accordance with REGPA PEIR Mitigation Measure BIO-2, which states the following:

BIO-2: Minimize impacts to special status plants.

Prior to the approval of any solar development projects or related infrastructure under the REGPA, a California Department of Fish and Wildlife (CDFW)-approved botanist shall evaluate the potential for special status plant species to occur on the site and conduct surveys, if necessary, to determine presence or infer absence of special status plants on the site following the November 24, 2009 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities or the most current guidelines. When special status plants are found on a site, the project shall be redesigned or modified to avoid direct and indirect impacts on special status plants, to the maximum extent feasible, as determined by the County. In order to avoid direct and indirect impacts to special status plants, the projects should be re-sited or re-configured to provide an avoidance buffer of at least 0.25 mile from special status plant populations to account for the physical and biological processes that provide these species with their habitat and pollinator needs.

If special status plants are identified in the project area and complete avoidance of direct and indirect impacts is not feasible as determined by the County, the following measures shall be implemented to avoid and minimize impacts on special status plants:

- *If feasible, when special status plants are found on a site, the project shall be redesigned or modified to avoid direct and indirect impacts on special status plants, as determined by the County. In order to avoid direct and indirect impacts to special status plants, the projects should be re-sited or re-configured to provide an avoidance buffer of at least 0.25 mile from special status plant populations to account for the physical and biological processes that provide these species with their habitat and pollinator needs.*
- *For projects that are determined to have the potential to result in "take" of state or federally-listed plant species, consultation shall be conducted with CDFW or United States Fish and Wildlife Service (USFWS) respectively prior to project commencement, and appropriate mitigation measures developed if necessary.*
- *No project shall destroy the entire known population of a special status plant species within any SEDA or the OVSA. When individuals of a special status species occur within an area proposed for construction and take cannot be avoided, mitigation shall be developed in coordination with USFWS and/or CDFW to reduce impacts on the local population of the special status species. Mitigation measures approved by USFWS and/or CDFW may include transplantation under the direction of a CDFW-approved botanist if transplantation of such species is deemed likely to succeed, or seed shall be collected prior to destruction of the plants and dispersed in suitable habitats not impacted by construction, if such habitats exist and seed collection is deemed likely to be successful by a CDFW-approved botanist with experience propagating the species in question. In all cases, CDFW will be notified at least*

10 days prior to removal of any special status plant to allow transplantation or collection of seed at their discretion.

- *If transplanting is proposed, the botanist shall coordinate with the appropriate resource agencies and local experts to determine whether transplantation is feasible. If the agencies concur that transplantation is a feasible mitigation measure, the botanist shall develop and implement a transplantation plan through coordination with the appropriate agencies. The special status plant transplantation plan shall involve identifying a suitable transplant site; moving some or all of the plant material and seed bank to the transplant site; collecting seed material and propagating it in a nursery (in some cases it is appropriate to keep plants onsite as nursery plants and sources for seed material); and monitoring the transplant sites to document recruitment and survival rates. Monitoring shall be conducted for a period of five years and transplantation shall be considered successful if an 80 percent survival rate has been achieved by the end of the five-year monitoring period.*
- *A mitigation and monitoring plan shall be developed by a qualified botanist/ restoration ecologist and submitted to CDFW for approval prior to approval of the proposed project. The mitigation and monitoring plan will dictate appropriate avoidance and minimization measures, compensatory mitigation, and monitoring requirements as pertinent to the specific species and level of impact(s). Mitigation shall include, but is not limited to 1) protection of special status plant populations not directly impacted by construction or implementation of the project as stated above; 2) transplantation and/or collection of seed from impacted plants if feasible, as stated above; and 3) the preservation in perpetuity of an equivalent or larger off-site population for every individual or population of special status plant impacted including sufficient land surrounding the preserved population to ensure its survival in perpetuity as determined by a qualified botanist/ restoration ecologist. The qualified botanist/restoration ecologist shall include plans to restore and enhance the preserved populations to the extent feasible.*
- *If any solar development projects are proposed in the Laws SEDA that would require groundwater pumping, a hydrologic study shall be conducted to determine the potential for impacts to the hydrology of Fish Slough and/or populations of Fish Slough milk-vetch, pursuant to Mitigation Measure HYD-2 in Section 4.9, Hydrology and Water Quality. If any solar development projects are proposed in the Chicago Valley or Charleston View SEDAs that would require groundwater pumping, a hydrologic study shall be conducted to determine the potential for down-watershed impacts to the habitats for special status plants in the Amargosa Watershed including the portion of the Amargosa River that has been designated by Congress as "Wild and Scenic." If such studies conclude that any project has the potential to result in indirect impacts to the hydrology of off-site habitat for special status plant species (e.g., Fish Slough, marshes, riparian areas, alkaline flats in the Amargosa Watershed and the portion of the Amargosa River that has been designated by Congress as "Wild and Scenic"), a management plan will be prepared in coordination with the County and submitted to the appropriate resource agency with oversight for the species or habitat in question. The plan shall describe any appropriate monitoring, such as vegetation and/or water table monitoring, and prescribe mitigation to offset the impacts of the project on off-site habitat for special status plants such as preservation of suitable habitat or funding of activities to restore, enhance or conserve habitat within the County.*

The primary objectives of this plan are to minimize Project-related impacts to special-status plant species and establish a mitigation plan to preserve populations of special-status plant species. As required by Mitigation Measure BIO-2, the Plan would be reviewed and approved by Inyo County and CDFW[1] prior to initiation of any Project-related ground-disturbing activities.

4. AGENCY COORDINATION

Development of this Plan has occurred in coordination with the CDFW. Prior coordination with CDFW consisted of a telephone call on 30 July and email on 31 July 2026, in which ERM, on behalf of Bonanza Peak Solar, LLC, requested CDFW's guidance regarding implementation of the REGPA PEIR Mitigation Measure BIO-2. Specifically, ERM requested confirmation whether preservation and long-term management of the proposed mitigation site would satisfy the intent of the PEIR mitigation measure for the special-status plant species documented within, or assumed to be present within, the Project Area. ERM noted that the proposed Kingston View mitigation site (further discussed in Section 6.4 Mitigation Sites) supports several (but not all) of the same special-status plant species identified in the Project Area and contains suitable habitat for additional special-status species.

On 11 September 2026, Rose Banks of CDFW confirmed by email stating, "Given the general overlap of species/habitat types on the mitigation site that will be protected and managed in perpetuity, CDFW does not have any recommendations for additional mitigation lands or species-specific measures, and would consider the mitigation property sufficient to satisfy the intent of the PEIR mitigation measures."

5. EXISTING CONDITIONS

5.1 BACKGROUND

In April, May, and August 2025, Stantec biologists completed a comprehensive botanical survey for rare plants in the Project Area (Stantec 2025a). The botanical survey area included 2,708.4 acres of contiguous parcels divided into 0.5- by 0.5-mile sections, and each section was divided into transects approximately 300 feet wide. The survey area associated with the gen-tie and access route was divided into transects, as appropriate. Stantec biologists meandered all areas on foot, ensuring as close to 100 percent visual coverage as possible; intuitive control was used to adjust meander widths as appropriate. The following subsections summarize the existing conditions and special-status plant species in the Project Area.

5.2 EXISTING CONDITIONS OVERVIEW

The Project Area lies within the Mojave Desert Subregion of southeastern Inyo County and supports desert shrubland and sparsely vegetated communities characteristic of low-gradient alluvial plains. Vegetation within the Project Area is characterized by creosote bush (*Larrea tridentata*), white bursage (*Ambrosia Dumosa*), shadscale (*Atriplex confertifolia*), and associated desert shrub communities. The most abundant Manual of California Vegetation alliances within the

[1] This Plan was developed in coordination with CDFW, which has approved the strategy (see Section 4 Agency Coordination).

Project Area are Shadscale Scrub (*Atriplex confertifolia* Shrubland Alliance, 912.2 acres) and Creosote Bush – White Bursage Scrub (*Larrea tridentata – Ambrosia Dumosa* Shrubland Alliance, 617.5 acres) (Stantec 2025a, Stantec 2025b). Together, these two alliances account for more than half of the Project Area (1,529.7 acres of 2,708.4 acres surveyed). Shadscale scrub is most dominant in the eastern portion of the Project Area. Desert Globemallow Herbaceous Scrub (*Sphaeralcea* [*ambigua, coccinea, parviflora*] Herbaceous Alliance) is dominant in the herbaceous layer (195.7 acres of 278.1 acres) and is generally found around the central portion of the Project Area (Stantec 2025a, Stantec 2025b).

The vegetation communities support a high number of non-native and invasive species such as saltlover (*Halogeton glomeratus*), Russian thistle (*Salsola tragus*), and other non-native grasses and forbs; cheatgrass (*Bromus tectorum*) was also dominant during past surveys (Stantec 2025a).

Existing disturbed areas within the Project Area include dirt roads. Other anthropogenic impacts include off-highway vehicle tracks, trash, and evidence of historical cattle grazing in the area (Stantec 2025a).

5.3 SPECIAL-STATUS PLANT SPECIES IDENTIFIED IN THE SURVEY AREA

Stantec observed eight special-status plant species in the Project Area during surveys. Of these, three are ranked by the California Rare Plant Rank (CRPR) and five are covered by CDNPA Section 80073, which states that Section 80073 plants, or any part thereof, may not be harvested except under a permit issued by the commissioner or the sheriff of the county in which the native plants are growing and written permission from the landowner (CDNPA 5.80111). No federal- or state-listed threatened or endangered plant species were observed. The special-status plants observed by Stantec during surveys in April, May, and August 2025 are summarized in **Table 1** and shown in **Appendix A, Figure 3**.

TABLE 1 SPECIAL-STATUS PLANT SPECIES OBSERVED IN THE PROJECT AREA

Scientific Name	Common Name	Status[1]	Habit	Number of Plants Observed
Astragalus preussii var. *preussii*	Preuss' milk-vetch	CRPR 2B.1	Perennial herb	337
Astragalus tidestromii	Tidestrom's milk-vetch	CRPR 2B.2	Perennial herb	9
Cylindropuntia echinocarpa	Silver cholla	CDNPA	Cholla cactus	54
Cylindropuntia ramosissima	Pencil cholla	CDNPA	Cholla cactus	2
Ephedra torreyana	Torrey's ephedra	CRPR 2B.1	Perennial evergreen shrub	874
Neltuma odorata	Honey mesquite	CDNPA	Perennial shrub	152
Opuntia basilaris var. *basilaris*	Beavertail cactus	CDNPA	Pricklypear cactus	14
Yucca schidigera	Mojave yucca	CDNPA	Yucca	1

Source: Stantec 2025a

Note:
[1]Status Comments:
CDNPA = California Desert Native Plants Act; Section 80073 plants
CRPR = California Rare Plant Rank; 2B = Rare or endangered in California: plants rare, threatened, or endangered in California but more common elsewhere
xx.1 = Seriously threatened in California
xx.2 = Moderately threatened in California

Seven additional special-status plant species (**Table 2**) were previously identified in the Project Area based on a query of the California Natural Diversity Database (CNDDB), but they were not located during the 2025 field surveys (Stantec 2025a). According to Stantec (2025a), these species likely did not germinate and/or remained dormant during the 2025 season due to extreme drought conditions and are likely still present in the seed bank.

TABLE 2 OTHER SPECIAL-STATUS SPECIES KNOWN TO BE IN PROJECT AREA

Scientific Name	Common Name	Status[1]	Habit
Androstephium breviflorum	Small-flowered androstephium	2B.2	Perennial bulbiferous herb
Ascleisanthes nevadensis	Desert wing-fruit	2B.1	Perennial herb
Astragalus nyensis	Nye milk-vetch	1B.1	Annual herb
Astragalus sabulonum	Gravel milk-vetch	2B.2	Annual/perennial herb
Cymopterus multinervatus	Purple-nerve cymopterus	2B.2	Perennial herb
Eriogonum bifurcatum	Forked buckwheat	1B.2	Annual herb
Phacelia pulchella var. gooddingii	Goodding's phacelia	2B.2	Annual herb

Source: Stantec 2025a

Note:
[1]Status Comments:
CRPR = California Rare Plant Rank:
1B = Rare or endangered: plants rare, threatened, or endangered in California and elsewhere, with the majority also being endemic to California
2B = Rare or endangered in California: plants rare, threatened, or endangered in California but more common elsewhere
xx.1 = Seriously threatened in California
xx.2 = Moderately threatened in California

6. MITIGATION PLAN

6.1 PROJECT DISTURBANCE

As described in the *Habitat Restoration, Revegetation, and Weed Management Plan* (ERM 2026), which has been approved by the CDFW and USFWS, the disturbances associated with Project-related construction and O&M activities would fall into three categories, based on whether vegetation and soil are removed or retained:

- **Permanently developed areas**: These areas would include, but not be limited to, internal access roads, the substation, the O&M building, and other infrastructure components that require long-term soil compaction, surfacing, or grading to support Project operations.
- **Areas requiring active restoration**: These areas would include locations of temporary disturbance where vegetation is removed or soils are otherwise exposed during construction, but where permanent roads, foundations, or infrastructure are not installed. Examples include, but are not limited to, temporary work areas, equipment laydown areas, staging areas, turnarounds, and localized excavation areas.
- **Vegetation retention areas**: These areas would consist of PV solar array fields where existing vegetation would be retained in place, rather than removed or graded. Prior to construction, Bonanza Peak Solar, LLC and/or their contractor would mow or trim vegetation within these areas, as needed, to reduce plant height and allow construction equipment to

safely drive over the vegetation surface. During construction, construction personnel would drive over existing vegetation to create temporary access routes to facilitate panel installation.

6.2 AVOIDANCE AND MINIMIZATION MEASURES

As special-status plant species are found across much of the Project Area (**Appendix A, Figure 3**), complete avoidance of special-status plants is not feasible given the minimum footprint required for the Project to meet its objectives.

Most temporarily disturbed areas would fall into the category of vegetation retention areas. Although these areas would experience temporary construction-related disturbance, soil and root disturbance would be minimized in these areas, allowing preservation of the soil seed bank, shrub bases, and root structures, and allowing vegetation to recover naturally following construction. During O&M, these areas would experience an increased amount of shade cover under the PV solar arrays and periodic vegetation management actions such as mowing or similar methods to meet height and clearance requirements for the equipment, while avoiding additional soil or root disturbance. Vegetation management in these areas would focus on maintaining site stability, promoting native vegetation persistence, and minimizing the establishment or spread of invasive species. If observed, special-status plant species would be avoided, if feasible. A biologist would flag observed individuals or populations for avoidance during ground disturbing activities, both during construction and during O&M. Additionally, fencing would be placed around the Project Area to avoid impacts to special-status species that occur outside of the Project footprint. Fencing would be intended to reduce direct and/or indirect impacts to special-status species during ground-disturbing activities.

6.3 CALIFORNIA DESERT NATIVE PLANTS ACT SPECIES

Five species covered in Section 80073 of the CDNPA were observed within the Project Area during surveys. These species include silver cholla (*Cylindropuntia echinocarpa*), pencil cholla (*Cylindropuntia ramosissima*), honey mesquite (*Neltuma odorata*), beavertail cactus (*Opuntia basilaris* var. *basilaris*), and Mojave yucca (*Yucca scidigera*). Based on CDNPA regulations, these species would require a permit if harvested, which in the CDNPA is defined as removing or cutting and removing from the place where grown (CDNPA 2.80053). Any plants that will be mowed or removed as part of site preparations would require a harvest permit under the CDNPA, which would be obtained from the County by the construction contractor. Salvage is not proposed for CDNPA species within the Project Area.

6.4 MITIGATION SITES

Mitigation for Project impacts to special-status plant species would be achieved through preservation and long-term management of the Kingston View and Campito Peak mitigation sites. CDFW has determined that this mitigation approach satisfies the intent of REGPA PEIR Mitigation Measure BIO-2 (see Section 4 Agency Coordination). The Kingston View mitigation site is approximately 1.25 miles south of the Project Area in Inyo County, California, and approximately 16 miles south of Pahrump, Nevada, and totals approximately 1,859 acres (**Appendix A, Figure 4**). Surveys were conducted by Stantec in April 2026 to identify special-status plants and

vegetation communities present within the site boundaries. Kingston View was found to support 7,602 individual plants of 12 special-status species compared to 1,443 individual plants of eight special-status species observed in the 2,400-acre Project Area.

Bonanza Peak Solar, LLC, has also identified a property to the immediate south of Kingston View, called Campito Peak (**Appendix A, Figure 4**), which is currently under option to lease or buy. At least 541 acres of this property would be purchased and managed for mitigation. The total combined area of Kingston View and Campito Peak would be at least 2,400 acres. Although special-status plant surveys have not yet been completed at Campito Peak, the habitat appears to be similar to or of higher quality than that in the Project Area. As such, the mitigation sites combined would preserve an equivalent or larger population of special-status plant species than would be impacted by the Project, which fulfills the requirement of the REGPA PEIR Mitigation Measure BIO-2.[2]

6.4.1 SPECIAL-STATUS SPECIES PRESENT IN THE KINGSTON VIEW MITIGATION SITE

Twelve special-status plant species were observed by Stantec in the Kingston View mitigation site, totaling more than 7,500 individual plants (Stantec 2026). Five of the species are protected under the CDNPA and seven are listed by the CNPS with a CRPR. No federally or state-listed species were detected. The special-status species observed are described in **Table 3** and shown in **Appendix A, Figure 5**.

TABLE 3 SPECIAL-STATUS SPECIES OBSERVED IN THE KINGSTON VIEW MITIGATION SITE

Scientific Name	Common Name	Status[1]	Number of Individuals
Androstephium breviflorum	Small-flowered androstephium	CRPR 2B.2	16
Astragalus nyensis	Nye milk-vetch	CRPR 1B.1	26
Astragalus sabulonum	Gravel milk-vetch	CRPR 2B.2	53
Chaetadelpha wheeleri	Wheeler's dune-broom	CRPR 2B.2	41
Cylindropuntia echinocarpa	Silver cholla	CDNPA 80073	13
Ephedra torreyana	Torrey's ephedra	CRPR 2B.1	2
Eriogonum bifurcatum	Forked buckwheat	CRPR 1B.2	6,562
Homalocephala polycephala ssp. *Polycephala*	Cottontop	CDNPA 80073	1
Neltuma odorata	Honey mesquite	CDNPA 80073	84
Opuntia basilaris var. *basilaris*	Beavertail cactus	CDNPA 80073	1
Phacelia pulchella var. *gooddingii*	Goodding's phacelia	CRPR 2B.2	802
Yucca jaegeriana	Eastern Joshua tree	CDNPA 80073	1

[2] Per CDFW approved strategy (see Section 4 Agency Coordination).

Source: Stantec 2026

Note:
[1]Status Comments:
CRPR = California Rare Plant Rank:
1B = Rare or endangered: plants rare, threatened, or endangered in California and elsewhere, with the majority also being endemic to California
2B = Rare or endangered in California: plants rare, threatened, or endangered in California but more common elsewhere
xx.1 = Seriously threatened in California
xx.2 = Moderately threatened in California

Of the eight special-status plant species observed in the Project Area, four species—Mojave yucca (*Yucca schidigera*), pencil cholla (*Cylindropuntia ramosissima*), Preuss' milk-vetch (*Astragalus preussii* var. *preussii*) and Tidestrom's milk-vetch (*Astragalus tidestromii*)—were not observed during the surveys at Kingston View. However, this site contains suitable habitat for those species and, as described in Section 4 Agency Coordination, the CDFW stated they found the site to be suitable to satisfy special-status plant mitigation for the Project.

7. MONITORING

While REGPA PEIR Mitigation Measure BIO-2 does not have a specific requirement to monitor offsite mitigation, this Plan proposes to conduct a baseline survey of special-status plants on the Kingston View and Campito Peak mitigation sites to document existing conditions during the Start-up and Interim Management Period[3]. Surveys would also be conducted at Year 5 and Year 10 after construction completion (Year 0) or the establishment and final approvals of the mitigation sites (whichever comes first) during the Long-term Management Period.

8. REPORTING

At Years 5 and 10 following Project construction (Year 0), monitoring summaries describing the results of the special-status plant surveys conducted on the mitigation sites would be provided as described in the *Start-up, Interim, and Long-term Management Plan* which is currently being prepared.

9. CONTINGENCY MEASURE

Should non-Project-related circumstances (e.g., fire, flood, trespass, vandalism) occur that result in the destruction of suitable habitat for special-status plant species identified in this Plan, Bonanza Peak Solar, LLC, will confer with Inyo County and CDFW regarding potential contingency and adaptive management measures. Implementation of any such actions would require the mutual agreement of all parties and would be subject to consideration of feasibility, effectiveness, and proportionality to the circumstances.

[3] The Start-up and Interim Management Period for the mitigation sites includes Years 1 through 3. Years 1 through 3 include initial start-up activities such as installation of signage and baseline surveys. The Long-term Management Period will begin at Year 4.

Within the Project Area, contingency measures for increased invasive plant species coverage, erosion control measures, and trash and trespass control will be implemented as needed. Such measures may include:

- removal of invasive plant species either by hand, with hand-powered tools, or by application of herbicides approved by Inyo County and/or CDFW;
- erosion control and/or channel stability improvements; and
- repairs due to trash or trespass.

Within the mitigation sites, the *Start-up, Interim, and Long-term Management Plan* outlines in detail contingency measures and adaptive management for these tasks, in perpetuity.

10. REFERENCES

Environmental Resources Management, Inc. (ERM). 2026. *Habitat Restoration, Revegetation, and Weed Management Plan*. Bonanza Peak Energy Project. September 2026.

Inyo County. 2015. *REGPA Final Program Environmental Impact Report*. March 2015.

Stantec. 2025a. *Botanical Survey Report – Bonanza Peak Solar Project, Inyo County, California*. San Francisco. Stantec Consulting Services Inc. October 2025.

Stantec. 2025b. *Final Plan of Development for Inyo County, California*. November 2025.

Stantec. 2026. *Bonanza Peak Solar: Botanical Resources Survey Report for Kingston View Proposed Mitigation Site*. San Francisco. Stantec Consulting Services Inc. June 2026.

APPENDIX A FIGURES

FIGURE 1 PROJECT LOCATION

FIGURE 2 PROJECT COMPONENTS

FIGURE 3 SPECIAL-STATUS PLANTS WITHIN THE PROJECT AREA

FIGURE 4 LOCATIONS OF PROJECT, KINGSTON VIEW MITIGATION SITE, AND CAMPITO PEAK MITIGATION SITE EVALUATION AREA

FIGURE 5 SPECIAL-STATUS PLANTS WITHIN THE KINGSTON VIEW MITIGATION SITE

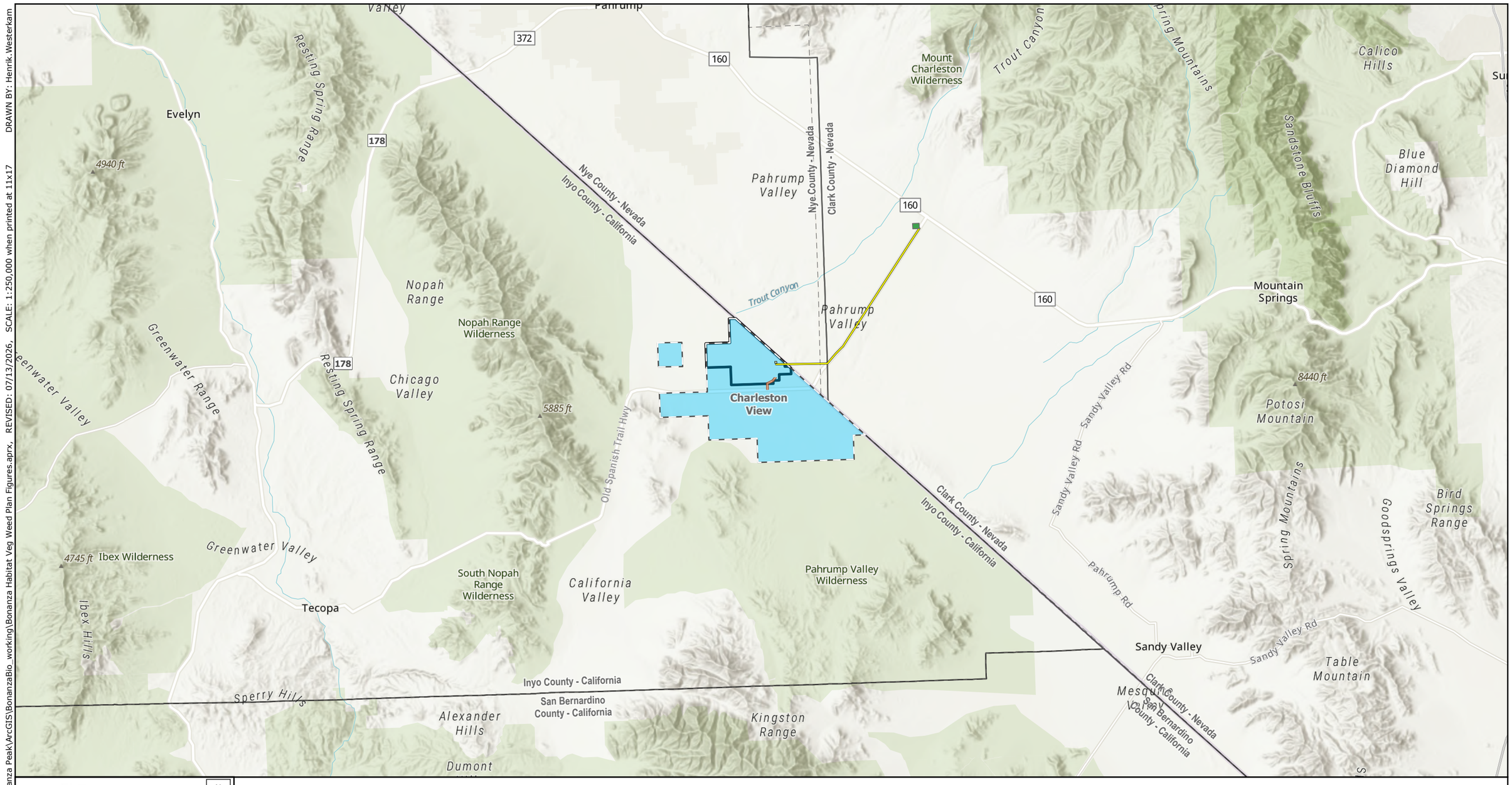
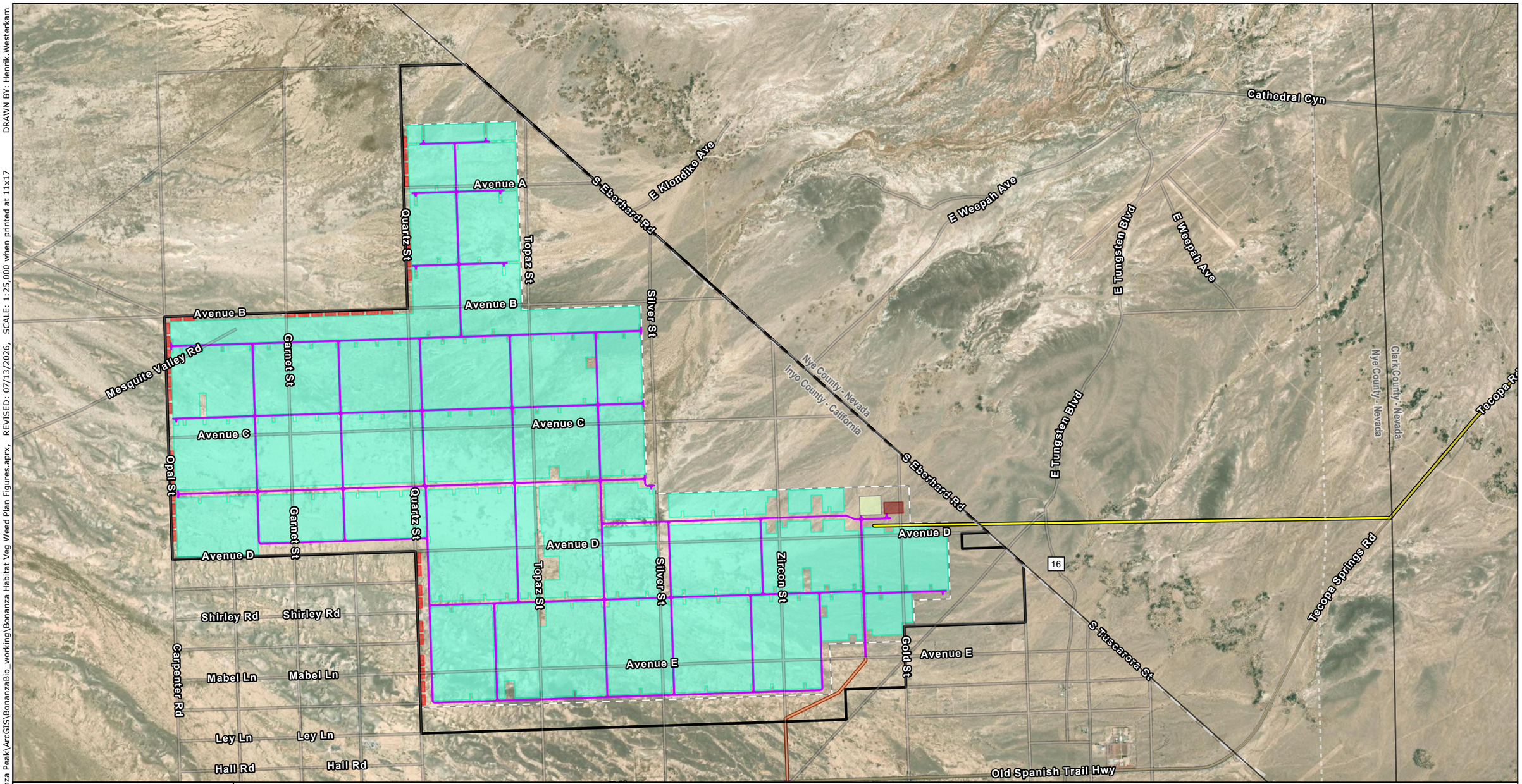


Figure 1
Project Location
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

ERM

M:\US\Projects\A-C\174 Power Global\Bonanza Peak\ArcGIS\BonanzaBio_working\Bonanza Habitat Veg Weed Plan Figures.aprx, REVISED: 07/13/2026, SCALE: 1:250,000 when printed at 11x17 DRAWN BY: Henrik.Westerkam

M:\US\Projects\A-C\174 Power Global\Bonanza Peak\ArcGIS\BonanzaBio_working\Bonanza Habitat Veg Weed Plan Figures.aprx, REVISED: 07/13/2026, SCALE: 1:25,000 when printed at 11x17 DRAWN BY: Henrik.Westerkam





Legend

- Site Access Route
- Gen-tie Alignment
- Project Area
- Project Substation
- O&M Building
- Solar Array
- Perimeter Fencing
- Retention Basins
- Internal Access Roads

N

0 0.4 0.8

Miles

Figure 2
Project Components
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

ERM

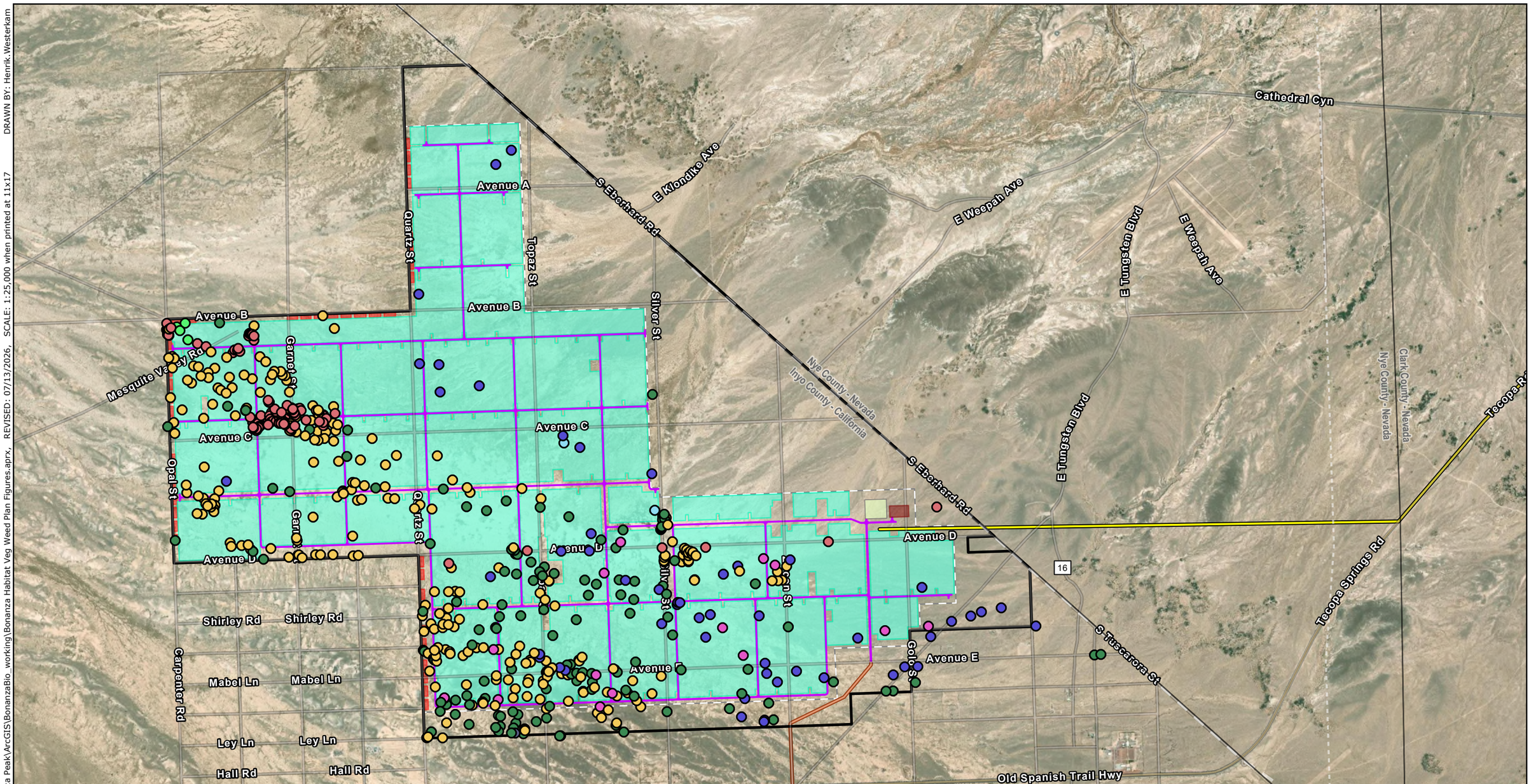


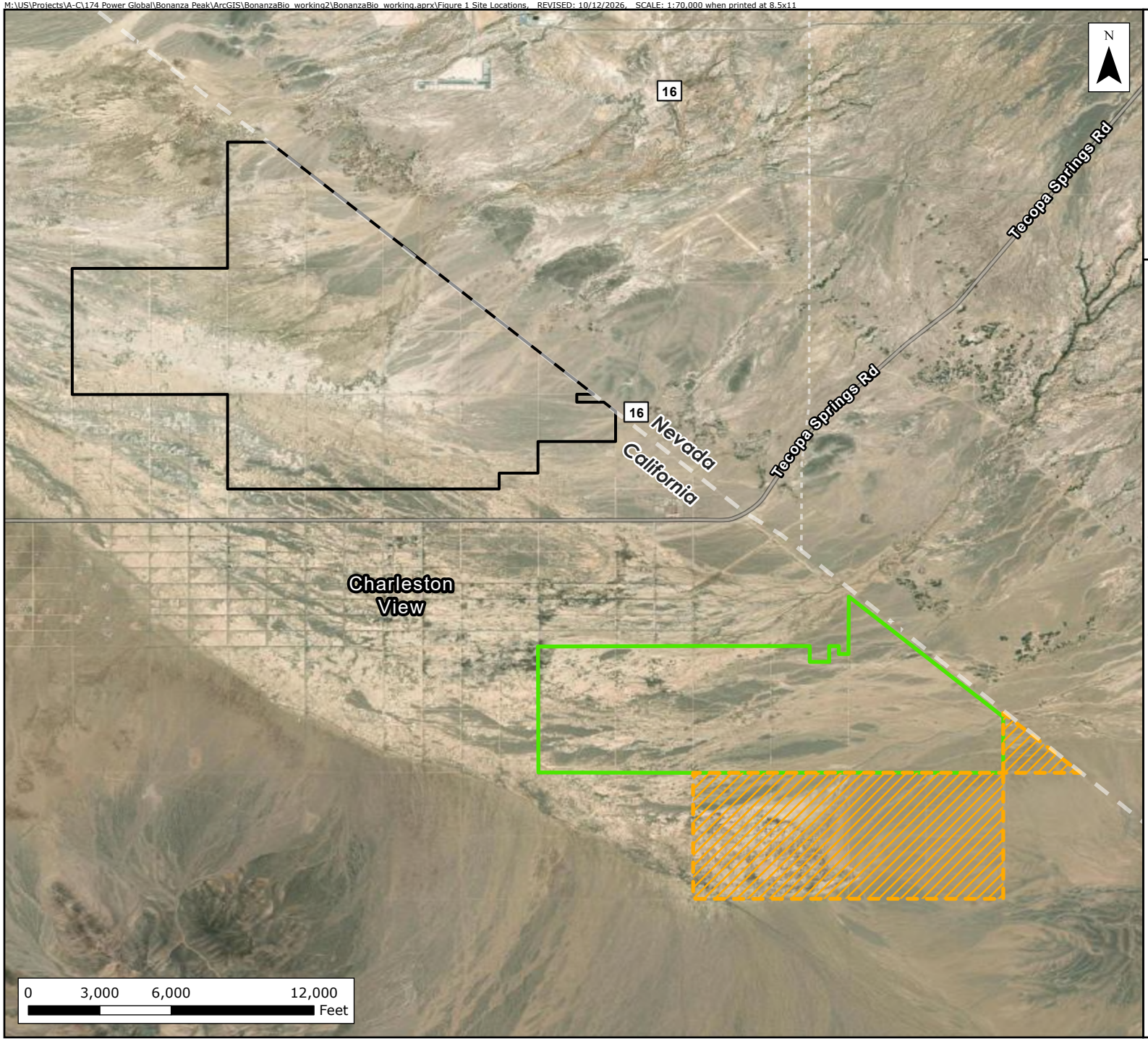
Figure 3
Special-Status Plants within the Project Area
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

ERM

M:\US\Projects\A-C\174 Power Global\Bonanza Peak\ArcGIS\BonanzaBio_working\Bonanza Habitat Veg Weed Plan Figures.aprx, REVISED: 07/13/2026, SCALE: 1:25,000 when printed at 11x17 DRAWN BY: Henrik.Westerkam

M:\US\Projects\A-C\174 Power Global\Bonanza Peak\ArcGIS\BonanzaBio_working2\BonanzaBio_working.aprx\Figure 1 Site Locations, REVISED: 10/12/2026, SCALE: 1:70,000 when printed at 8.5x11

Drawn By: Bryn.Montgomery





Bonanza Peak Energy Project Site

Kingston View Mitigation Site

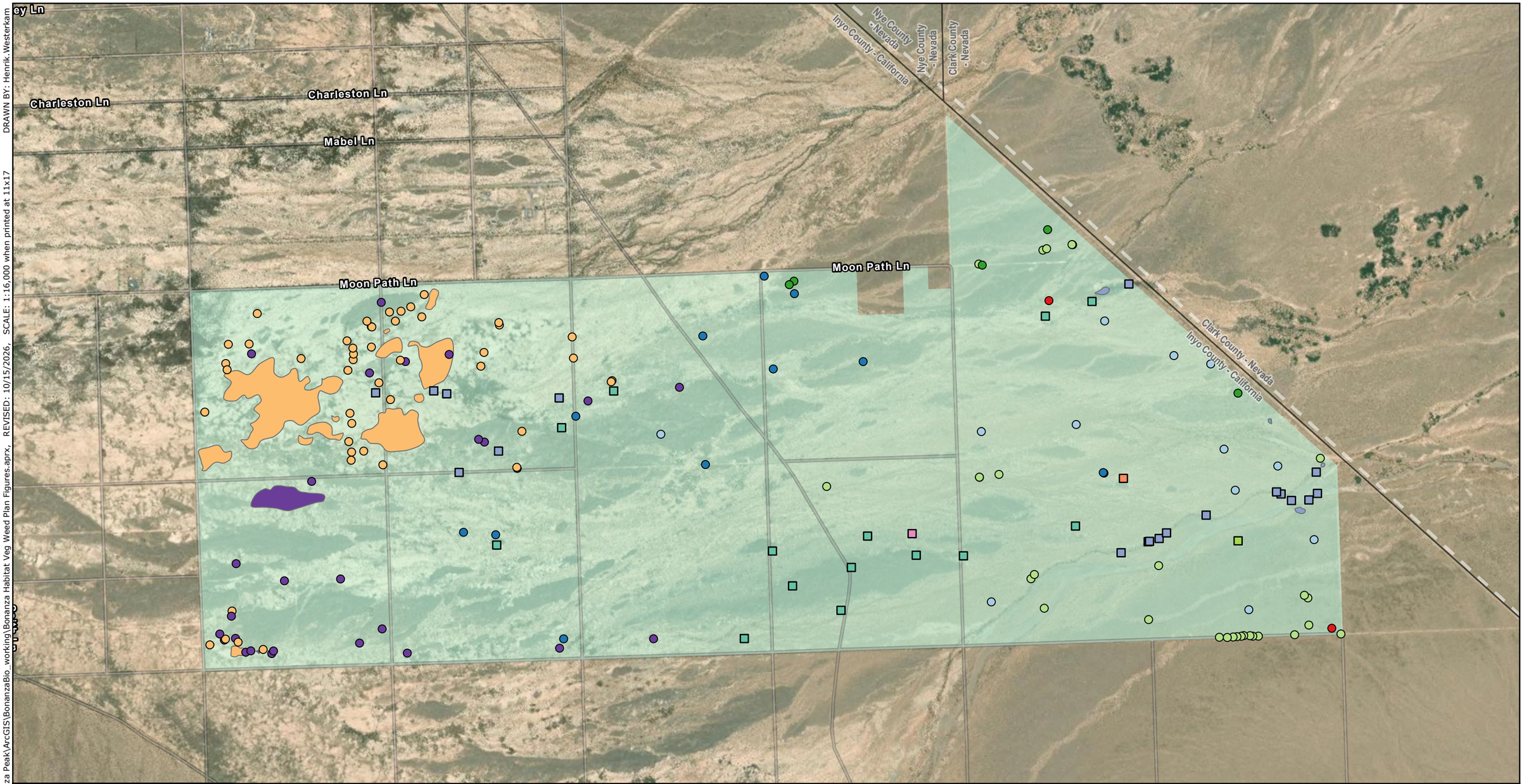
Campito Peak Mitigation Site Evaluation Area*

*Note: The Campito Peak Mitigation Site identifies the broader area currently being evaluated for potential mitigation for biological resources. Ongoing biological resource surveys and consultation with the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) will inform selection of the final mitigation area. The final mitigation area will comprise a subset of the area depicted.

Figure 4
Locations of Project, Kingston View Mitigation Site, and Campito Peak Mitigation Site Evaluation Area

ERM

M:\US\Projects\A-C\174 Power Global\Bonanza Peak\ArcGIS\BonanzaBio_working\Bonanza Habitat Veg Weed Plan Figures.aprx, REVISED: 10/15/2026, SCALE: 1:16,000 when printed at 11x17 DRAWN BY: Henrik.Westerkam





Legend

Kingston View Mitigation Site

California Rare Plant Rank Species - Polygons

- *Eriogonum bifurcatum*
- *Phacelia pulchella var. gooddingii*

California Desert Native Plants Act Species - Polygons

- *Neltuma odorata*

California Rare Plant Rank Species

- *Androstephium brevifolium*
- *Astragalus nyensis*
- *Astragalus sabulonum*
- *Chaetadelpha wheeleri*
- *Ephedra torreyana*
- *Eriogonum bifurcatum*
- *Phacelia pulchella var. gooddingii*

California Desert Native Plants Act Species

- *Cylindropuntia echinocarpa*
- *Homalocephala polycephala ssp. polycephala*
- *Neltuma odorata*
- *Opuntia basilaris var. basilaris*
- *Yucca jaegeriana*

N

0 0.25 0.5
Miles

Figure 5
Special-Status Plants within the Kingston View Mitigation Site
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

ERM



ERM HAS OVER 140 OFFICES ACROSS THE FOLLOWING COUNTRIES AND TERRITORIES WORLDWIDE

Argentina
Australia
Belgium
Brazil
Brunei
Canada
Chile
China
Colombia
France
Germany
Guyana
Hong Kong
India
Indonesia
Ireland
Italy
Japan
Kenya
Malaysia
Mexico
Mozambique
Netherlands
Panama
Peru
Poland
Portugal
Romania
Singapore
South Africa
South Korea
Spain
Switzerland
Taiwan
Thailand
United Arab Emirates
United Kingdom
United States
Vietnam

ERM's Walnut Creek Office

1340 Treat Blvd., Suite 550
Walnut Creek, California 94597

T +1 925 946 0ft

www.erm.com

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-737

Discussion Regarding Appointment to District Attorney Position

County Administrator - Personnel

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Provide direction to staff to initiate the process for individuals to submit letters of interest to be appointed as the District Attorney on or before December 30, 2026, and set January 19, 2027 as the meeting date at which the Board will consider those letters of interest, conduct interviews, and make an appointment to the office of District Attorney.

BACKGROUND / SUMMARY / JUSTIFICATION:

As the Board is aware, the current District Attorney will transition to the role of Inyo County Superior Court Judge in January 2027. This agenda item is before the Board to discuss and provide direction to staff regarding whether, how, and when to begin the process of filling the expected vacancy of the District Attorney position when the incumbent departs for the judicial bench. One important consideration is that the Board of Supervisors may not make an appointment until an actual vacancy exists. The District Attorney recently advised that her resignation will be effective December 31, 2026.

Until the vacancy is filled, the Assistant District Attorney may continue to lawfully perform the duties of the office by virtue of their position. However, the Board is ultimately required to fill the vacancy, and any appointee will serve for the remainder of the unexpired term. The appointment must be made during an open session of a Board meeting.

The Board may either: (1) make an appointment at a public meeting without conducting a recruitment process, or (2) conduct a recruitment process before making an appointment. Historically, the Inyo County Board of Supervisors has utilized a recruitment process that includes: (a) soliciting applications or letters of interest, (b) conducting public interviews of qualified applicants, and (c) making the appointment in open session.

If the Board wishes to proceed with a recruitment process, staff recommends opening the recruitment immediately until December 30, 2026, and scheduling public interviews at the January 19, 2027, Board meeting.

As a reminder, the District Attorney is an elected position; therefore, discussions regarding appointment to the office may not be held in closed session. In addition, state law establishes minimum qualifications that an individual must meet to be eligible for election or appointment as District Attorney, which include:

(1) Individuals must be admitted to practice in the Supreme Court of the State of California (Government Code 24002), and (2) Individuals must be a registered voter of the County of Inyo at the time of the appointment (Government Code 24001).

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide to give no direction to staff and wait until there is an actual vacancy before initiating the process to fill the expected vacancy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Keri Oney	Created/Initiated - 10/16/2026
Darcy Israel	Approved - 10/19/2026
John Vallejo	Approved - 11/09/2026
Keri Oney	Approved - 11/10/2026
Denelle Carrington	Final Approval - 11/10/2026

ATTACHMENTS:

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-764

Personal Services Contract - HHS Deputy Director of Fiscal Oversight and Special Operations

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Loretta Bengochia for the provision of personal services as the HHS Deputy Director of Fiscal Oversight and Special Operations at Grade 20, Step D, $10,674.00 per month, effective, November 19, 2026, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department conducted a competitive recruitment process to fill the position of Health and Human Services Deputy Director of Fiscal Oversight and Special Operations. Following a thorough evaluation of candidates, Loretta Bengochia was identified as the most qualified applicant and selected as the top candidate for the position. Ms. Bengochia brings extensive experience, strong leadership skills, and valuable county knowledge to this role. Her background will support effective fiscal oversight, improve operational efficiency, and help advance key departmental initiatives. Approval of the Personal Services Contract will provide the Department with experienced leadership to support ongoing operations and the continued delivery of quality services.

FISCAL IMPACT:

Funding Source	Non-General Fund and General Fund HHS budgets	**Budget Unit**	various HHS budgets
Budgeted?	Yes	**Object Code**	Salary and Benefits object codes
Recurrence	Ongoing Expenditure	**Sole Source?**	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $81,000 for the period between November 19, 2026, and June 30, 2027.
Future Fiscal Year Impacts
This position will continue to be budgeted in future fiscal years up to $132,000 between July 1, 2027 and June 30, 2028.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and renegotiate the terms and conditions. However, this is not recommended, as it would delay the start date and further impact the department's operations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 10/28/2026
Darcy Israel	Approved - 10/28/2026
Kelsey Gonzalez	Approved - 10/30/2026
Anna Scott	Approved - 11/02/2026
Amy Shepherd	Approved - 11/02/2026
John Vallejo	Approved - 11/10/2026
Denelle Carrington	Final Approval - 11/10/2026

ATTACHMENTS:

1. L. Bengochia Contract - 11.19.2026

AGREEMENT BETWEEN COUNTY OF INYO
AND LORETTA BENGOCHIA
FOR THE PROVISION OF PERSONAL SERVICES
AS HHS DEPUTY DIRECTOR OF FISCAL OVERSIGHT AND SPECIAL OPERATIONS

INTRODUCTION

WHEREAS, Loretta Bengochia (hereinafter referred to as "Deputy") has been or will be duly appointed as HHS Deputy Director of Fiscal Oversight and Special Operations for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy desire to set forth the manner and means by which Deputy will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from November 19, 2026, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy that the performance of these services and work will require a varied schedule. Deputy, in arranging their schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Deputy's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy. County has relied upon the skills, knowledge, experience, and training of Deputy as an inducement to enter into this Agreement. Deputy shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Deputy agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

18. NOTICE.

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

County of Inyo
County Administrator Department
P.O. Drawer N Mailing Address
Independence, CA 93526 City and State

Deputy
Loretta Bengochia Name
On File Mailing Address
On File City and State

19. 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. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND LORETTA BENGOCHIA
FOR THE PROVISION OF PERSONAL SERVICES
AS HHS DEPUTY DIRECTOR OF FISCAL OVERSIGHT AND SPECIAL OPERATIONS

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 17TH DAY OF NOVEMBER 2026.

COUNTY OF INYO

By:_____

Dated:_____

DEPUTY

By: Lori Bengochia
Print or Type Name

Lori Bengochia
Signature

Dated: 10/28/2026

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Kortny Girardin (Oct 29, 2026 10:05:21 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND LORETTA BENGOCHIA
FOR THE PROVISION OF PERSONAL SERVICES
AS HHS DEPUTY DIRECTOR OF FISCAL OVERSIGHT AND SPECIAL OPERATIONS

TERM:

FROM: NOVEMBER 19, 2026 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND LORETTA BENGOCHIA
FOR THE PROVISION OF PERSONAL SERVICES
AS HHS DEPUTY DIRECTOR OF FISCAL OVERSIGHT AND SPECIAL OPERATIONS**

TERM:

FROM: NOVEMBER 19, 2026 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20 Step D and be paid $10,674.00 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.

2. The Health and Human Services Director will review Deputy's performance annually.

3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2026-36 or a successor resolution applicable to Management Employees.

4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.

5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS////

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

CHRISTINE BOUCHARD
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

November 17, 2026

Reference ID: 2026-738

Treasury Status Report for Quarter Ending September 30, 2026

Treasurer-Tax Collector

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Moana Chapman, Deputy Treasurer-Tax Collector	Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Review the Treasury Status Report for the Quarter Ending September 30, 2026, and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purpose of the report is to disclose the following:

- The investments and deposits of the treasury.
- The cost basis and market value of the investments.
- Compliance with the County Investment Policy.
- The weighted average of the investments.
- The projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Moana Chapman	Created/Initiated - 10/15/2026
Darcy Israel	Approved - 10/19/2026
Moana Chapman	Approved - 10/19/2026
Christie Martindale	Final Approval - 10/19/2026

ATTACHMENTS:

1. 09-30-2026 Treasury Status Report

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
inyottc@inyocounty.us

CHRISTIE MARTINDALE
TREASURER-TAX COLLECTOR
cmartindale@inyocounty.us

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Christie Martindale, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: 09-30-2026
DATE: 10-15-2026

The following status report of the County Treasury as of 09-30-2026 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 696 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 09-30-2026 was $17,627,529.23 (Principal: $18,021,385.69 plus Contributions: $0.00 plus Interest: ($386,896.68) less Fees: ($6,959.78)).

C: Members of the Inyo County Treasury Oversight Committee

REVISED
For the Business Day of 09-30-2026
Moana Chapman 09-30-2026

TREASURER'S DAILY RECONCILIATION
For the Business Day of:
9/30/2026

AUDITOR BALANCES:

Beginning "Claim on Cash in Treasury"		**$235,595,529.65**	
Deposit Authorizations		**$392,236.60**	
Checks Paid on:	**9/29/2026**	**($114,937.37)**	
Journal Entry:		**$0.00**	
Outgoing Debits:		**($4,322,435.38)**	**09-30-2026 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS**
Ending "Claim on Cash in Treasury"		**$231,550,393.50**	

TREASURER BALANCES:

CASH ON HAND:

Drawer	**$2.96**
Vault	**$200.00**

CHECKS ON HAND:

Date:
Date:
Date:
Date:
Date:

BANK ACCOUNTS:

BMO DDA #0407 - General Account	**$9,413,436.90**
Eastern Sierra CB #6463 - General Account	**$658,948.55**
Eastern Sierra CB #9764	**$4,366.19**
El Dorado Savings Bank #2107	**$30,262.70**

INVESTMENTS:

		Agency	*Limit*
Local Agency Investment Fund	**$ 30,000,000.00**		**75,000,000**
BMO Money Market	**$ 2,897,214.26**	***1.25%***	**of 10.00%**
UBS Money Market	**$ 5,000,000.00**	***2.16%***	**of 10.00%**
CDs	**$ 992,000.00**	***0.43%***	**of 30.00%**
Commercial Paper	**$ 25,288,743.61**	***10.92%***	**of 15.00%**
Corporate Obligation	**$ 24,950,950.00**	***10.78%***	**of 30.00%**
Federal Agencies	**$ 134,129,820.00**	***57.93%***	**of 100.00%**
Federal Agencies-Treasury Notes/Bonds	**$ -**	***0.00%***	**of 100.00%**
Local Agencies	**$ 1,870,722.85**	***0.81%***	**of 10.00%**
Grand TTL Investments	**$225,129,450.72**		

NOTES

Maturities > 1 Year	**$ 157,088,790.83**	***67.84%***	**of 60.00%**

GRAND TOTAL TREASURY BALANCE: **$235,236,668.02**

RECONCILIATION

Treasury Over/Short:	**$3,686,274.52**	
Explanation:	**($594.00)**	**09-30-2026 BRINKS DEPOSIT: BMO 0407**
	($177,463.31)	**09-30-2026 BMO 0407: REMOTE DEPOSIT IN TRANSIT**
	$2,106,350.90	**09-30-2026 ICOE PY: PAYROLL**
	$529,055.32	**09-30-2026 ICOE PY: PAYROLL TAXES-FEDERAL**
	$115,819.88	**09-30-2026 ICOE PY: PAYROLL TAXES-STATE**
	$212,175.24	**09-30-2026 ICOE PY: CALSTRS**
	$395,968.70	**09-30-2026 ICOE PY: CALSTRS**
	$144,289.89	**09-30-2026 ICOE PY: PERS-CLASSIC**
	$327,563.90	**09-30-2026 ICOE PY: PERS-PEPRA**
	$38,764.00	**09-30-2026 ICOE: SILVERLINE STUCTURES**
	($5,656.00)	**09-29-2026 BRINKS DEPOSIT: BMO 0407**
	$3,686,274.52	

Prepared By: *Lorena Levine*

EXHIBIT "A"	
OUTGOING DEBIT DETAILS	
ICOE|ICSOS	($38,764.00)
ICOE PY - PAYROLL	($2,106,350.90)
ICOE PY - Federal Taxes	($529,055.32)
ICOE PY - State Taxes	($115,819.88)
ICOE - CALSTRS	($212,175.24)
ICOE - CALSTRS	($395,968.70)
ICOE PY - PERS	($144,289.89)
ICOE PY - PERS	($327,563.90)
Aud PY - Payroll	($253,982.97)
Aud PY - Payroll, County	($7,639.10)
Aud PY - Payroll, County	($2,275.19)
Aud PY - Federal Taxes, County	($8,678.55)
Aud PY - State Taxes, County	($1,793.18)
Aud PY - Federal Taxes, Special District	($889.94)
Aud PY - Federal Taxes, Special District	($867.53)
Aud PY - Federal Taxes, Special District	($61,388.44)
Aud PY - Federal Taxes, Special District	($796.72)
Aud PY - Federal Taxes, Special District	($51,388.01)
Aud PY - Federal Taxes, Special District	($2,239.98)
Aud PY - Federal Taxes, Special District	($17,996.20)
Aud PY - Federal Taxes, Special District	($719.66)
Aud PY - Federal Taxes, Special District	($1,446.19)
Aud PY - Federal Taxes, Special District	($5,229.17)
Aud PY - Federal Taxes, Special District	($3,236.80)
Aud PY - Federal Taxes, Special District	($540.41)
Aud PY - State Taxes, Special District	($58.91)
Aud PY - State Taxes, Special District	($90.28)
Aud PY - State Taxes, Special District	($14,209.56)
Aud PY - State Taxes, Special District	($10,980.85)
Aud PY - State Taxes, Special District	($285.02)
Aud PY - State Taxes, Special District	($4,812.40)
Aud PY - State Taxes, Special District	($20.90)
Aud PY - State Taxes, Special District	($75.52)
Aud PY - State Taxes, Special District	($712.81)
Aud PY - State Taxes, Special District	($86.40)
Aud PY - State Taxes, Special District	($6.86)
TOTAL	**($4,322,435.38)**

TREASURER'S DAILY RECONCILIATION

For the Business Day of

9/30/2026

Prepared and attached by: Lorena Levine

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 9/30/2026

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certficate of Deposit - 30 %								
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	246,985.68	11/17/2026	48
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	246,985.68	11/17/2026	48
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	246,985.68	11/17/2026	48
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	247,032.80	11/17/2026	48
Sub Total / Average Certficate of Deposit - 30 %			**1.100**	**992,000.00**	**992,000.00**	**987,989.84**		**48**
Commercial Paper - 15 %								
CREDIT AGRI CIB 0 2/22/2027	22533UPN7	7/10/2026	4.082	8,000,000.00	7,799,231.11	7,861,600.00	2/22/2027	145
CREDIT AGRI CIB 0 3/22/2027	22533UQN6	6/26/2026	4.176	3,000,000.00	2,909,212.50	2,937,060.00	3/22/2027	173
MUFG BANK 0 4/9/2027	62479MR96	7/14/2026	4.208	10,000,000.00	9,695,133.33	10,000,000.00	4/9/2027	191
MUFG BANK LTD 0 10/23/2026	62479MKP7	3/25/2026	3.992	5,000,000.00	4,885,166.67	4,987,650.00	10/23/2026	23
Sub Total / Average Commercial Paper - 15 %			**4.124**	**26,000,000.00**	**25,288,743.61**	**25,786,310.00**		**142**
Coporate Obligation - 30 %								
BANK OF AMERICA CORP 3.248 10/21/2027-26	06051GGA1	11/24/2025	3.784	5,000,000.00	4,950,950.00	4,917,400.00	10/21/2027	386
GOLDMAN SACHS BANK 3.8 11/21/2028	38151G6H9	11/21/2025	3.800	5,000,000.00	5,000,000.00	4,851,100.00	11/21/2028	783
GOLDMAN SACHS BANK 4.33 4/30/2029	38151FZ63	4/30/2026	4.330	5,000,000.00	5,000,000.00	4,858,550.00	4/30/2029	943
JP MORGAN CHASE 3.9 1/12/2029-27	46632FXQ3	1/15/2026	3.900	5,000,000.00	5,000,000.00	4,858,750.00	1/12/2029	835
WELLS FARGO BANK NA 4.35 10/22/2029-27	95004HBQ0	4/27/2026	4.350	5,000,000.00	5,000,000.00	4,836,450.00	10/22/2029	1,118
Sub Total / Average Coporate Obligation - 30 %			**4.033**	**25,000,000.00**	**24,950,950.00**	**24,322,250.00**		**813**
Federal Agencies - 100 %								
FFCB 3.875 4/26/2027	3133EPGT6	4/26/2023	3.875	2,000,000.00	2,000,000.00	1,994,640.00	4/26/2027	208
FFCB 4 10/21/2027-26	3133ERXY2	10/21/2024	4.000	5,000,000.00	5,000,000.00	4,961,600.00	10/21/2027	386
FFCB 4.25 1/28/2028	3133ERZ46	1/28/2025	4.250	5,000,000.00	5,000,000.00	4,968,300.00	1/28/2028	485
FFCB 4.3 6/30/2028-26	3133ETMX2	6/30/2025	4.300	3,000,000.00	3,000,000.00	2,966,820.00	6/30/2028	639

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FFCB 4.625 10/23/2028	3133ERCF6	4/25/2024	4.672	5,000,000.00	4,990,500.00	4,967,050.00	10/23/2028	754
FHLB 3.78 2/4/2030-28	3130B9EG1	2/6/2026	3.780	10,000,000.00	10,000,000.00	9,589,500.00	2/4/2030	1,223
FHLB 4 11/1/2028-26	3130B8H54	11/5/2025	4.000	5,000,000.00	5,000,000.00	4,921,250.00	11/1/2028	763
FHLB 4.15 10/23/2028-26	3130B3DP5	10/23/2024	4.150	5,000,000.00	5,000,000.00	4,923,600.00	10/23/2028	754
FHLB 4.2 3/23/2029-27	3130BA2M8	3/30/2026	4.200	10,000,000.00	10,000,000.00	9,844,700.00	3/23/2029	905
FHLB 4.375 6/9/2028	3130AWMN7	8/14/2023	4.260	2,000,000.00	2,009,920.00	1,983,220.00	6/9/2028	618
FHLB 4.5 3/9/2029	3130AVBD3	4/25/2024	4.680	5,000,000.00	4,960,900.00	4,950,600.00	3/9/2029	891
FHLB 4.5 7/27/2029-27	3130B4RC7	1/30/2025	4.500	5,000,000.00	5,000,000.00	4,945,000.00	7/27/2029	1,031
FHLB 4.625 1/28/2030-27	3130B4TE1	1/30/2025	4.625	5,000,000.00	5,000,000.00	4,928,850.00	1/28/2030	1,216
FHLMC 3.7 11/22/2030-26	3134HCCE7	11/25/2025	3.840	5,000,000.00	4,968,500.00	4,879,150.00	11/22/2030	1,514
FHLMC 3.9 11/5/2027-26	3134HB3Y5	11/5/2025	3.900	5,000,000.00	5,000,000.00	4,954,150.00	11/5/2027	401
FHLMC 4.15 10/26/2029-27	3134HAM67	12/10/2024	4.150	10,000,000.00	10,000,000.00	9,729,600.00	10/26/2029	1,122
FHLMC 4.35 4/8/2030-26	3134HBHP9	4/8/2025	4.350	10,785,000.00	10,785,000.00	10,571,888.40	4/8/2030	1,286
FHLMC 4.41 1/28/2030-28	3134HA4V2	1/28/2025	4.410	10,000,000.00	10,000,000.00	9,697,500.00	1/28/2030	1,216
FNMA 3.73 1/5/2029-27	3136GCCX1	1/5/2026	3.730	5,000,000.00	5,000,000.00	4,882,200.00	1/5/2029	828
FNMA 4 11/6/2028-26	3136GC4G7	11/6/2025	4.000	5,000,000.00	5,000,000.00	4,932,300.00	11/6/2028	768
FNMA 4.4 3/25/2030-27	3136GAED7	3/28/2025	4.400	16,415,000.00	16,415,000.00	16,005,117.45	3/25/2030	1,272
Sub Total / Average Federal Agencies - 100 %			**4.213**	**134,200,000.00**	**134,129,820.00**	**131,597,035.85**		**983**
Local Agency Investment Fund - $ 75M								
LAIF LGIP	LAIF4000	9/30/2018	3.908	30,000,000.00	30,000,000.00	30,000,000.00	N/A	1
Sub Total / Average LAIF - $ 75M			**3.908**	**30,000,000.00**	**30,000,000.00**	**30,000,000.00**		**1**
Money Market BMO - 5%								
BMO HARRIS BANKMM	BMOMM0670	5/23/2023	2.578	2,903,162.68	2,903,162.68	2,903,162.68	N/A	1
Sub Total / Average Money Market BMO - 5%			**2.578**	**2,903,162.68**	**2,903,162.68**	**2,903,162.68**		**1**
Money Market UBS - 5 %								
UBS Financial MM	UBSMM9591	6/30/2018	3.640	5,000,000.00	5,000,000.00	5,000,000.00	N/A	1
Sub Total / Average Money Market UBS - 5 %			**3.640**	**5,000,000.00**	**5,000,000.00**	**5,000,000.00**		**1**
Total / Average			**4.094**	**224,095,162.68**	**223,264,676.29**	**220,596,748.37**		**696**

PUBLIC AGENCY RETIREMENT SERVICES

COUNTY OF INYO
PARS Post-Employment Benefits Trust

Account Report for the Period
9/1/2026 to 9/30/2026

Denelle Carrington
Interim County Administrative Officer
County of Inyo
P.O. Box Drawer N
Independence, CA 93526

Account Summary

Source	Balance as of 9/1/2026	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 9/30/2026
OPEB	$15,070,952.92	$0.00	-$323,864.08	$5,821.08	$0.00	$0.00	$14,741,267.76
PENSION	$2,950,432.77	$0.00	-$63,032.60	$1,138.70	$0.00	$0.00	$2,886,261.47
Totals	$18,021,385.69	$0.00	-$386,896.68	$6,959.78	$0.00	$0.00	$17,627,529.23

Investment Selection

Source	
OPEB	County of Inyo - OPEB
PENSION	County of Inyo - PEN

Investment Objective

Source	
OPEB	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return 3-Years	5-Years	10-Years	Plan's Inception Date
OPEB	-2.15%	-1.49%	6.73%	12.06%	5.27%	7.12%	6/16/2010
PENSION	-2.14%	-1.47%	6.81%	-	-	-	2/7/2025

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees