



LAND USE SERVICES DEPARTMENT Planning Division

San Bernardino Office
385 N. Arrowhead Ave., First Floor
San Bernardino, CA 92415

Hesperia Office
15900 Smoke Tree St.
Hesperia, CA 92345

Phone: (909) 387-8311
Fax: (909) 387-3223

Phone: (760) 995-8140
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ANNUAL MINE QUESTIONNAIRE INFORMATION SHEET AND APPLICATION

Mine operators are required to provide a Mining Operation Annual Report to the State Department of Conservation and to the County Land Use Services Department on a date established by the State Department of Conservation, using forms furnished by the State Mining and Geology Board. The County is required to conduct an inspection of the surface mining operation within six (6) months after receipt of the annual report to determine whether the mining operation is in compliance with the approved Conditional Use Permit and/or Reclamation Plan, approved financial assurances, and State regulations.

The County is required to notify the State Department of Conservation upon completion of the inspection that the inspection has been conducted and of any findings made by the County.

The operator of the mining operation is responsible for filing an application with the County requesting an inspection and for paying the County's cost of conducting the inspection.

FEES/DEPOSITS

Fees must be submitted at the time of filing the application and must be in the form of a check or money order made payable to the "County of San Bernardino." Please indicate your CA Mine ID number on check or money order.

Planning Initial Deposit

Less than 50 acres disturbed (J652)	\$3,650.00
50 acres or more disturbed(J653)	\$5,000.00

NOTE: 50% of initial deposit is due on a date to be determined by the Department. The remaining 50% of the initial deposit is due on a date to be determined by the Department.

"Actual Cost Initial Deposit" – The basic review fees for this application are charged on an "actual cost" basis. Your application fee is deposited into an account and the reviewing staff records the time spent on inspections and reviewing your documents. Your account is then charged for the staff time at established hourly rates (\$105.00 to \$193/hr). You are responsible for all charges made to the project account. If account funds are depleted, an additional deposit will be required. If an additional deposit is required, it must be paid to allow staff to continue inspections and review. Any failure to make the required deposit may result in fines being imposed in addition to the required fee.

Please complete the application and forms that are attached to this information packet.

Please submit one completed Financial Responsible Party Information form with this application.

ANNUAL MINE QUESTIONNAIRE

Section 1: APPLICATION INFORMATION

Mine Name: _____ CA Mine ID#: 91-36-_____

Mine Operator Information

Mine Operator: _____
Contact Person: _____ Phone: () -
Mailing Address: _____
Email Address: _____

Mine Operator d.b.a.: _____ Phone: () -
Mailing Address: _____
Email Address: _____
N/A

Mine Operator d.b.a.: _____ Phone: () -
Mailing Address: _____
Email Address: _____
N/A

Representative Information

(Must reside in California pursuant to SMAR; PRC 2207. (a) (2))

Representative Firm: _____
Contact Person: _____ Phone: () -
Mailing Address: _____
Email Address: _____
Same as Operator

Land Owner Information

Name of Land Owner: _____ Phone: () -
Mailing Address: _____
Email Address: _____

Mineral Rights Owner Information

Mineral Rights Owner: _____ Phone: () -
Mailing Address: _____
Email Address: _____

Lessee Information

(Must attached copy of lease agreement)

Name of Lessee: _____
Contact Person: _____ Phone: () -
Mailing Address: _____
Email Address: _____

Correspondence

Please send all correspondence pertaining to this site to the following (check those that apply):

Mine Operator Representative Land Owner Mineral Rights Owner Lessee

Check the items submitted with this application:

Initial Deposit Copy of MRRC-2 (MOAR) Statement of Responsibility

- Notice of Responsibility
 Financial Assurance Cost Estimate
 Financial Assurance Mechanism
 BLM Contract/Claim
 Lease Agreement

Section 2: PROJECT DESCRIPTION

Name on Approved Mine/Rec Plan Permit: _____ Approval Date: _____
 Reclamation Plan #: _____ Termination Date: _____

BLM Mine Claim: _____
 BLM Contract #: _____
 N/A **(Attach Copy)**
 BLM Resource Area: _____

Mine Status: _____ Annual Production: _____ Disturbed Acreage: _____
 Latitude: _____ Longitude: _____ USGS Quad: _____

Assessor Parcel Numbers: _____
 (Attach separate page if necessary)

Financial Assurance Information

Financial Assurance Mechanism Type:	Financial Assurance Mechanism #:	Amount of Mechanism

Section 3: SIGNATURE

I certify under penalty of perjury that I am the (check one):

Legal Owner (Attach separate sheet if needed. All individuals must sign as their name appears on the deed to the land)

OR

Owner's legal agent, and that the foregoing is true and correct. **(Must submit letter of authorization from legal owners)**

_____ Signature	_____ Print Name	_____ Date

TO BE COMPLETED BY COUNTY STAFF

FINANCIALLY RESPONSIBLE PARTY INFORMATION

Please print your responses.

The Financially Responsible Party is the individual or legal entity that will sign the Financially Responsible Party Agreement (attached), which agreement establishes the entity that: is responsible for all permit processing costs associated with the project application; will receive project accounting during the application processing; is responsible for paying for consultants necessary to complete the processing of the project application; is deemed the owner of funds held in the project trust fund; and indemnifies the County for legal challenges to project approval.

Have you ever had a Trust Account with San Bernardino County Land Use Services? Yes No

If yes, what name was used? _____

Financially Responsible Party Name: _____

The Financially Responsible Party is a (choose one): Company/Organization Individual

If Company/Organization, type, i.e. corporation, LLC, partnership: _____

Are you registered with the California Secretary of State? Yes No

If yes, what is your entity number? _____

If Company/Organization, Contact Name: _____

Mailing Address: _____

City State Zip

Home/Business Phone: _____ Cell Phone: _____

Email: _____

What is your preferred method for receiving invoices: Email U.S. Mail

If you are not the Financially Responsible Party, do you have notarized authorization to encumber the Financially Responsible party? Yes No (Please attach a copy of the authorization.)

----- **For Office Use Only** -----

Project Number: _____ Type of Application: _____

Received By: _____ Date: _____

Entered By: _____ Date: _____

FINANCIALLY RESPONSIBLE PARTY AGREEMENT

This Agreement is entered for the benefit of San Bernardino County by and through the San Bernardino County Land Use Services Department (LUSD) by

_____ (Financially Responsible Party) in reference to LUSD application processing costs associated with a Project. [If the Financially Responsible Party is a legal entity (e.g. corporation or partnership), the representative must supply notarized authorization that he/she is approved to financially encumber that legal entity.]

1. The Financially Responsible Party will pay the security deposit required at the time of Project submittal in an amount established by the County Code or by LUSD policy; will pay monthly invoices within twenty-five (25) days from invoice date, subject to LUSD stopping work until payment is received; and agrees to be responsible for payment of all permit processing costs associated with the Project application.
2. If it is deemed necessary by LUSD to utilize consultant services, the Financially Responsible Party will pay a deposit to cover consultant costs prior to execution of the contract with the consultant, with charges against the contract with the consultant to be billed on an hourly basis against the deposit.
3. Financially Responsible Party agrees that all funds deposited in the Project Trust Account will be held by the County in an account under the name of Financially Responsible Party, and that the Financially Responsible Party shall be considered the owner of all funds in said account.
4. Financially Responsible Party agrees that the LUSD is not required to issue any clearances or permits without receipt of full payment of fees, unless waived by the Board of Supervisors, by Board Action.
5. Financially Responsible Party agrees that if there is an outstanding amount on any other LUSD application for which the Financially Responsible Party is the applicant, the depositor, of the Financially Responsible Party, subsequent applications will not be accepted until such amounts are paid.
6. Financially Responsible Party agrees that LUSD may refund any funds remaining in the project trust account at the completion of work to the Financially Responsible Party.
7. The Financially Responsible Party agrees that the person or entity designated as the Financially Responsible Party maintains that designation until the project is completed and all legal challenges to the County's approval have been resolved, or the County is notified, and accepts, a Change of Financial Responsibility form (available on the San Bernardino County LUSD website).
8. Indemnification. In compliance with Development Code §81.01.070, the Financially Responsible Party agrees, to defend, indemnify, and hold harmless the County or its "indemnitees" (herein collectively the County's elected officials, appointed officials (including Planning Commissioners), Zoning Administrator, agents, officers, employees, volunteers, advisory agencies or committees, appeal boards or legislative body) from any claim, action, or proceeding against the County or its indemnitees to attack, set aside, void, or annul an approval of the County by an indemnitee concerning a map or permit or any other action

relating to or arising out of County approval, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim, except where such indemnification is prohibited by law. In the alternative, the developer may agree to relinquish such approval.

The Financially Responsible Party shall reimburse the County and its indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its indemnitees may be required by a court to pay as a result of such action.

Although the County may, at its sole discretion, participate at its own expense in the defense of any such action, such participation shall not relieve the Financially Responsible Party of their obligations under this condition to reimburse the County or its indemnitees for all such expenses.

This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Financially Responsible Party's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

The Financially Responsible Party agrees that its indemnification obligations under this agreement remain in effect even though a court may order the County to set aside its approvals of the project.

9. In the event of a transfer of project or property, the Financially Responsible Party shall notify the County within two (2) working days, in writing and by telephone as follows:

Land Use Services Department
Attn: Administrative Manager
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415-0187
(909) 387-4000

Executed on the _____ day of _____, 20_____

Financially Responsible Party (Please print and sign)