



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting August 12, 2014

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: 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) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov . If you would like to receive an automatic copy of this agenda by email, please send your request to Linda Romero, Acting Clerk of the Board: lromero@mono.ca.gov .

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS

A. California State Fair Presentation - Blue Canyon Gang Resolution

Departments: Economic Development Department/County Administrator
15 minutes (5 minute presentation, 5 minute Board comments, 5 minute proclamation presentation and pictures)

(Jim Leddy and Alicia Vennos) - Proposed Resolutions honoring the Blue Mountain Groups for their support of Mono County at the 2014 California State Fair. Representatives from the Mono County Administrator's Office as well as the Mono County Economic Development Department will meet in Bodie at 3:30 p.m. to take a tour with the Blue Canyon Gang. Members of the public are welcome to attend.

Recommended Action: Adopt proposed resolutions. Provide any desired direction to staff.

Fiscal Impact: None.

4. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Resolution of Appreciation for Pete Korngiebel

Departments: Board of Supervisors

Resolution of Appreciation for Pete Korngiebel, retiring Commissioner of the Chalfant Community Services District. This item is being sponsored by Supervisor Stump.

Recommended Action: Approve Resolution.

Fiscal Impact: None.

B. Request for Approval to Recruit for CUPA Program, EHS III Position

Departments: Health Department

Request of the BOS to begin recruitment process for EHS III position to replace Diana Shinn in the CUPA program of the Environmental Health Division.

Recommended Action: Approve the Public Health Director to initiate the recruitment process to fill the soon-to-be vacated CUPA program specialist, EHS III position.

Fiscal Impact: None.

C. Ordinance regarding Planning Commission Vote Requirements

Departments: Community Development, County Counsel

Proposed ordinance amending Section 2.36.030 of the Mono County Code related to votes required for the transaction of business by the Planning Commission.

Recommended Action: Adopt proposed ordinance #ORD14-_____, amending section 2.36.030 of the Mono County Code related to votes required for the transaction of business by the Planning Commission.

Fiscal Impact: None.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. Sierra County Board of Supervisors

Departments: Clerk of the Board

Letter received from the Sierra County Board Chair regarding an effort being initiated to engage the twenty two (22) counties of California the encompass the land area of the Sierra Nevada regarding fire severity and fire fuels/biomass conditions.

B. SCE Letter Regarding Draft Grant Deed of Conservation Easement

Departments: Clerk of the Board

Correspondence dated July 28, 2014 from Southern California Edison providing comments on the draft Grand Deed of Conservation easement for Conway and Mattly Ranches to be executed between Mono County and Eastern Sierra Land Trust.

C. US Forest Service

Departments: Clerk of the Board

US Forest Service Correspondence from Edward Armenta, Forest Supervisor, regarding Notice of Intent to Prepare an Environmental Impact Statement in the Federal Register on August 29, 2014, and release a draft EIS in the Spring of 2015.

D. CHP Letter with Report Regarding Organic Peroxide Spill

Departments: Clerk of the Board

Correspondence from the California Highway Patrol dated July 28, 2014 including the report involving the spill of organic peroxide that occurred south of Bridgeport on July 26, 2014.

9. REGULAR AGENDA - MORNING

A. Contract for Appraisal Services

Departments: Assessor

20 minutes (5 minute presentation; 15 minute discussion)

(Bob Musil) - Proposed contract with Christopher Hansen pertaining to appraisal of Mammoth Mountain Ski Area.

Recommended Action: Approve County entry into proposed contract and authorize Jim Leddy to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Maximum cost of \$60,000, which has been included in the recommended 2014/2015 budget.

B. Joint Powers Agreement for Online Forms Posting

Departments: Assessor

15 minutes (5 minute presentation; 10 minute discussion)

(Bob Musil) - Proposed Joint Powers Agreement for creation and web hosting of electronic forms.

Recommended Action: Authorize County to enter into proposed Joint Powers Agreement. Provide any necessary direction to staff.

Fiscal Impact: Annual maintenance costs of \$100-\$200, included in budget. Offsetting savings in staff time.

C. Presentation of 2014/2015 Assessment Roll

Departments: Assessor

20 minutes (10 minute presentation; 10 minute discussion)

(Bob Musil) - Presentation by Bob Musil regarding 2014/2015 Annual Assessment Roll.

Recommended Action: No action required. Informational presentation only.

Fiscal Impact: None.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: claim of Y. Boulaalam.

C. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board.

12. REGULAR AGENDA AFTERNOON- NONE

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Economic Development Department/County Administrator

TIME REQUIRED 15 minutes (5 minute presentation, 5 minute Board comments, 5 minute proclamation presentation and pictures) **PERSONS APPEARING BEFORE THE BOARD** Jim Leddy and Alicia Vennos

SUBJECT California State Fair Presentation - Blue Canyon Gang Resolution

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Resolutions honoring the Blue Mountain Groups for their support of Mono County at the 2014 California State Fair. Representatives from the Mono County Administrator's Office as well as the Mono County Economic Development Department will meet in Bodie at 3:30 p.m. to take a tour with the Blue Canyon Gang. Members of the public are welcome to attend.

RECOMMENDED ACTION:

Adopt proposed resolutions. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Blue Canyon Gang Resolution Presentation Cover Memo](#)

 [Blue Canyon Gang Resolution](#)

 [Fashion Stables Resolution](#)

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 8/4/2014 3:18 PM | County Administrative Office | Yes |
| 8/6/2014 3:31 PM | County Counsel | Yes |
| 8/6/2014 5:15 PM | Finance | Yes |



COUNTY OF MONO – *County Administrative Office*
P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411

Jim Leddy
County Administrative Officer
760.932.5414

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrator
Date: August 4, 2014

Subject: Resolution honoring the Blue Canyon Gang

Recommendation: Adopt Resolution honoring the Blue Canyon Gang for their support of Mono County is winning four awards at the 2014 California State Fair.

Background: Each year as part of the effort to attract visitors and tourists to Mono County, the County has a booth at the California State Fair in Sacramento. This Fair sees over 800,000 visitors during the summer weeks it is open and people from across the state and nation visit it.

This year Mono County won four awards – more than any time in the County’s prior times of competing. Mono County won a Gold Award, a Blue Ribbon for Best use of Products or Artifacts, a Blue Ribbon for Best Visitor Experience and the People’s Choice Award. Mono County’s four awards are more than any other County in the state which participated this year.

One of the leading factors which helped vault Mono County to being a top award winner was the volunteer participation of the Blue Canyon Gang (BCG). The BCG is a group of Old West actors who staffed the Mono County display and helped distribute thousands of brochures while in authentic old west barb.

The original Blue Canyon Gang came together in 1972 on the streets of Old Sacramento when twelve history buffs banded together and decided to revive the Old West, re-enacting scenarios from more than 150 years ago and is made up of skilled gunslingers who wish to preserve the memory of the Old Wild West and promote education through humorous re-enactments for the public at events throughout the State of California. They perform high quality, professional entertainment for conventions, festivals, fairs, parties, rodeos, meetings, conferences and special events. This year the Blue Canyon Gang celebrates their 42nd year of reenacting and performing in the Sacramento Area by continuing to provide quality, educational reenactments and skits to the public. The Blue Canyon Gang assisted Fashion Stables in representing Mono County at the California State Fair in Sacramento this year which ran July 11th-27th, by dressing in period costumes and setting up shop in the Bodie Saloon booth.

Options:

Adopt Resolution thanking and honoring the Blue Canyon Gang for their support for making this Mono County’s most successful year at the California State Fair.

Fiscal Impact: There is no fiscal impact from presenting this Resolution

For questions, please contact me at (760) 932-5414 or jleddy@mono.ca.gov

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF THE BLUE CANYON GANG
REENACTMENT GROUP**

WHEREAS, The original Blue Canyon Gang came together in 1972 on the streets of Old Sacramento when twelve history buffs banded together and decided to revive the Old West, re-enacting scenarios from more than 150 years ago; and

WHEREAS, The Blue Canyon Gang group is made up of skilled gunslingers who wish to preserve the memory of the Old Wild West and promote education through humorous re-enactments for the public at events throughout the State of California; and

WHEREAS, they perform high quality, professional entertainment for conventions, festivals, fairs, parties, rodeos, meetings, conferences and special events; and

WHEREAS, in 2014 the Blue Canyon Gang celebrates their 42nd year of reenacting and performing in the Sacramento Area by continuing to provide quality, educational reenactments and skits to the public; and

WHEREAS, the Blue Canyon Gang assisted Fashion Stables in representing Mono County at the California State Fair in Sacramento this year which ran July 11th-27th, by dressing in period costumes and setting up shop in the Bodie Saloon booth; and

WHEREAS, they helped Mono County win the most awards Mono County has won in its competitive history at the California State Fair, including the Best Use of Produce, Products and Artifacts; Best Visitor Experience; The Gold Award and the People's Choice Award; and

WHEREAS, the fellas might be ornery and the gals may be sweet as candy, but you sure as heck don't want to mess with the Blue Canyon Gang; and

NOW, THEREFORE BE IT RESOLVED, the Mono County Board of Supervisors, the County Administration Officer and the department of Economic Development, Tourism and Film Commission, hereby extend a most sincere "THANK YOU" in appreciation for The Blue Canyon Gang's instrumental and creative contributions to the 2014 Mono County California State Fair Exhibit; and

BE IT FURTHER RESOLVED, The Blue Canyon Gang is hereby extended our sincere appreciation for their volunteer work during the California State Fair and best wishes for their continued efforts and outreach to educate the public and bring to life the Old Wild West through their quality reenactments. APPROVED AND ADOPTED this 12th day of August, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF FASHION STABLES**

WHEREAS, The California State Fair was first held on October 4th in 1854 and traveled throughout the state displaying exhibits from each county with the resources and activities they have to offer. The California State Fair was then given permanent residence in Sacramento in 1860, where it has remained for the past 154 years; and

WHEREAS, John Queirolo of Fashion Stables started his career in the California Film Industry working on set designs for movies, TV shows and other productions. Over the years his collection of movie sets, artifacts and props has grown tremendously which has helped in solidifying Fashion Stables as one of the top design groups within the state of California; and

WHEREAS, John Queirolo uses his collections and creativity to produce award winning designs year after year with Mono County. Over the past six years, Mono County has taken home numerous awards at the annual California State Fair as a direct result of the partnership with Fashion Stables; and

WHEREAS, This year's California State Fair County Exhibits had twenty seven displays from different counties that promoted agricultural and tourism efforts throughout the state, in hopes of attracting the over 700,000 visitors that come to the state fair each year, to their area; and

WHEREAS, Mono County won four different awards this year including the Gold Award, Best Use of Produce, Products and Artifacts, Best Visitor Experience, and the People's Choice Award; and

WHEREAS, Fashion Stables and Mono County's partnership at the California State Fair continues to drive visitors and tourism into our local economy and bring awareness, appreciation and affection for the entire Eastern Sierra Region; and

WHEREAS, John has put together some truly amazing exhibits throughout the years that have highlighted his creativity and displayed Mono County at its finest during the California State Fairs; and

NOW, THEREFORE BE IT RESOLVED, the Mono County Board of Supervisors hereby extend a most sincere "THANK YOU" in appreciation for Fashion Stable's instrumental and creative contributions to the 2014 Mono County California State Fair Exhibit; and

BE IT FURTHER RESOLVED, John Queirolo and Dianne Oneto of Fashion Stables are hereby extended our sincere appreciation for their hard work on the California State Fair Exhibits throughout the years and our enthusiasm and anticipation in continuing to produce quality displays for years to come. APPROVED AND ADOPTED this 12th day of August, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Resolution of Appreciation for Pete Korngiebel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Resolution of Appreciation for Pete Korngiebel, retiring Commissioner of the Chalfant Community Services District. This item is being sponsored by Supervisor Stump.

RECOMMENDED ACTION:

Approve Resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Resolution](#)

History

Time

Who

Approval

| | | |
|-------------------|------------------------------|-----|
| 8/6/2014 12:23 PM | County Administrative Office | Yes |
| 8/6/2014 3:35 PM | County Counsel | Yes |
| 8/6/2014 5:15 PM | Finance | Yes |

Resolution of Appreciation for Pete Korngiebel, Retiring Commissioner of the Chalfant Community Services District

Whereas, Pete has served the community of Chalfant Valley and the Chalfant Valley Fire Department as Volunteer, Secretary, Treasurer, Commissioner, and Chairman for over 27 years:

Whereas, Pete has helped to bring a small, volunteer department into the 21st century through business acuity, sense of fairness, and a determination to make all first responders safe, both through training and equipment requisition:

Whereas, Pete has provided valuable insight, direction, and priceless knowledge to fellow Board members, and has been instrumental in establishing policies with a sensible approach, and has been the “rock” for so many sitting and retired commissioners:

Whereas, Pete has donated, through his private business, to every fund raising event through the many years that Chalfant Valley Fire has brought forth. Always there at the drop of a hat to support BBQ’s, raffles, picnics, car shows, and especially the Wine Tasting annual event, and that Pete’s presence and support of these functions will be greatly missed.

Now Therefore be it Resolved that the Mono County Board of Supervisors does hereby recognize and thank Pete Korngiebel for his years of dedicated service to support Essential Emergency Fire and Rescue Services to the Tri Valley portion of Mono County and the Community of Chalfant specifically:

Be it Further Resolved that the Mono County Board of Supervisors extends its best wishes to Pete Korngiebel in his future endeavors and hopes that Pete’s retirement from service is the beginning of an enjoyable and successful next portion of his life. APPROVED AND ADOPTED this 12th day of August, 2014, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Health Department

TIME REQUIRED

SUBJECT Request for Approval to Recruit for
CUPA Program, EHS III Position

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Request of the BOS to begin recruitment process for EHS III position to replace Diana Shinn in the CUPA program of the Environmental Health Division.

RECOMMENDED ACTION:

Approve the Public Health Director to initiate the recruitment process to fill the soon-to-be vacated CUPA program specialist, EHS III position.

FISCAL IMPACT:

None.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

Who

Approval

| | | |
|------------------|------------------------------|-----|
| 8/4/2014 1:44 PM | County Administrative Office | Yes |
| 8/6/2014 3:29 PM | County Counsel | Yes |
| 8/6/2014 5:52 PM | Finance | Yes |



MONO COUNTY HEALTH DEPARTMENT
Environmental Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

July 25, 2014

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Request for approval to recruit for CUPA Program, EHS III position to replace Diana Shinn

Recommended Action: Authorize Public Health Director to begin recruitment process for EHS III position to replace Diana Shinn in the CUPA program of the Environmental Health Division.

Discussion

As of August 20, 2014, the CUPA specialist position within the Environmental Health Division of the Health Department will be vacated. This Environmental Health Specialist (EHS) III position is critical for the performance of functions associated with the oversight activities of the 6 CUPA programs in Mono County. In addition to CUPA duties, this EHS III position also performs various other program duties including food protection, inspections of pools and spas, housing complaint activities and other environmental health functions, as needed.

The skill set required to be successful in this position is specialized and unique, and the job duties large enough that the position cannot be absorbed by other staff. This position also requires that the new recruit will be a Registered Environmental Health Specialist. Mono County Environmental Health, acting as the sole CUPA in Mono County, is required by the state to designate a person or persons to specifically perform the program activities.

An EHS III position, designated as the CUPA program specialist, is included as part of the 2014-2015 Health Department staff allocation list and our budget reflects the costs associated with this position. This position is not a General Fund based position, but is funded through MCHD Realignment monies and fees revenue.

Fiscal Impact

No General Fund impact. Approximately \$119,304, consisting of \$74,832 in salary and \$44,472 in benefits. The entire amount is accounted for in the Health Department's FY 2014-2015 budget.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Lynda Salcido, Public Health Director Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Community Development, County Counsel

TIME REQUIRED

SUBJECT Ordinance regarding Planning
Commission Vote Requirements

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed ordinance amending Section 2.36.030 of the Mono County Code related to votes required for the transaction of business by the Planning Commission.

RECOMMENDED ACTION:

Adopt proposed ordinance #ORD14-_____, amending section 2.36.030 of the Mono County Code related to votes required for the transaction of business by the Planning Commission.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Proposed Ordinance](#)

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 8/7/2014 9:04 AM | County Administrative Office | Yes |
| 8/7/2014 9:01 AM | County Counsel | Yes |
| 8/6/2014 5:16 PM | Finance | Yes |

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputies
Christian Milovich
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon, Assistant County Counsel
Scott Burns, Community Development Director

Date: August 12, 2014

Re: Planning Commission Vote Requirement

Recommendation

Adopt proposed ordinance amending Section 2.36.030 of the Mono County Code related to votes required for the transaction of business by the Planning Commission. Provide any desired direction to staff.

Fiscal Impact

None.

Discussion

The proposed ordinance was introduced at your August 5, 2014, meeting and (with the one modification requested by the Board at that time) is on your agenda for adoption today.

As discussed in detail on August 5, the ordinance amends Section 2.36.030 of the Mono County Code to clarify the existing requirement for three affirmative votes in order for an action to be taken by the Planning Commission. The ordinance also creates a limited exception to that requirement for minor procedural matters such as the approval of minutes or the granting of a continuance.

If you have any questions on this item prior to your meeting, please feel free to call me at 760-924-1704 or Scott Burns at 760-924-1807.



ORD14-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING SECTION 2.36.030
OF THE MONO COUNTY CODE RELATED TO VOTES REQUIRED FOR THE
TRANSACTION OF BUSINESS BY THE PLANNING COMMISSION**

WHEREAS, historic practice and policy of the Mono County Planning Commission has required the affirmative vote of not less than a majority of the total membership of the Commission, in order for official action to be taken, under Mono County Code section 2.36.030; and

WHEREAS, with certain exceptions, state law allows for action to be taken by a majority of a quorum of a planning commission, which is two members when only a quorum is present; and

WHEREAS, the Mono County Planning Commission has requested that the Board of Supervisors clarify and affirm that, with certain limited exceptions, no official action may be taken by the Commission except by affirmative vote of not less than a majority of the total membership of the Commission; and

WHEREAS, the Board of Supervisors wishes to amend Mono County Code section 2.36.030 to affirm and clarify that, with certain enumerated exceptions, the Mono County Planning Commission may only take official action by affirmative vote of a majority of its membership;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: Section 2.36.030 (B) of the Mono County Code is hereby amended in its entirety and replaced with the following:

“A quorum shall consist of three members of the planning commission, provided however, that, with the exceptions noted below, no official action may be taken by the planning commission except by affirmative vote of a majority of its total membership (i.e., at least three members).”

SECTION TWO: Section 2.36.030 (C) is hereby added to the Mono County Code and shall read as follows:

“Notwithstanding subdivision (B), a majority of a quorum of the planning commission may approve the minutes of any planning commission meeting, approve meeting continuances, and take action with respect to other procedural matters of the commission.”

SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2014, by the following vote, to wit:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AYES:
NOES:
ABSENT:
ABSTAIN:

Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Sierra County Board of Supervisors

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letter received from the Sierra County Board Chair regarding an effort being initiated to engage the twenty two (22) counties of California the encompass the land area of the Sierra Nevada regarding fire severity and fire fuels/biomass conditions.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Sierra County](#)

History

| Time | Who | Approval |
|-------------------|--------------------|----------|
| 7/31/2014 4:51 PM | Clerk of the Board | Yes |

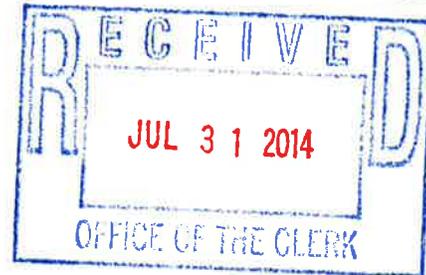
SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



July 23, 2014

Mono County Board of Supervisors
PO Box 715
Bridgeport, CA 93517



Dear Chairman and Members of the Board:

The Sierra County Board of Supervisors has initiated an effort to engage the twenty two (22) counties of California that encompass the land area of the Sierra Nevada regarding fire severity and fire fuels/biomass conditions and recommended actions to develop and implement an action plan to mitigate ongoing and increasing fire severity conditions. We are requesting the immediate action by your Board of Supervisors in support of this campaign and ask that you give this your highest priority.

This campaign, adopted and initiated by the Sierra County Board of Supervisors on July 22, 2014, includes two very important resolutions-one being a proclamation of a state of local emergency throughout Sierra County and the second being a resolution requesting that all twenty-two counties adopt a similar resolution and proclamation for their respective county by August 15, 2014. These two actions will be the beginning of a campaign to develop a long-term and sustainable program to reduce wild land fire severity conditions on public and private lands.

I have attached the background report that was prepared for the actions taken by the Sierra County Board of Supervisors on July 22, 2014 and have also included the two adopted resolutions referenced in the opening paragraphs of this communication. Please review the background report as it describes the very fabric of our frustration with existing conditions and also provides greater detail in the approach and coordination to be expected following the actions being requested of your county.

We look forward to commencing a productive, effective, and sustainable program that is understandably of the highest priority to each of our counties and the actions requested of your county will be the beginning of what we hope to be a coordinated and successful effort.

Please send a copy of your adopted resolution to the Sierra Nevada Conservancy, Rural County Representatives of California, and California State Association of Counties. Please also forward a copy of your adopted resolution to the Clerk of the Sierra County

Board of Supervisors (PO Drawer D, Downieville, California, 95936 or email to HFoster@sierracounty.ca.gov) so we may track the progress of this effort between now and August 15. If you have questions or concerns, you may also reach me by email at sproen@aol.com or by calling 209-479-2770.

Thank you for your anticipated support of this effort and we look forward to organizing a most worthwhile program.

Sincerely,

Sierra County
Board of Supervisors

A handwritten signature in black ink, appearing to read 'P. Roen', with a stylized flourish at the end.

Paul Roen
Chairman of the Board

CC: Sierra Nevada Conservancy
Rural County Representatives of California
California State Association of Counties

BACKGROUND REPORT

WILD LAND FIRE SEVERITY

**Sierra County Board of Supervisors
Staff Background for Action Item
July 22, 2014 Meeting**

Agenda Item: A) Discussion regarding fire severity and fire fuels/biomass conditions throughout Sierra County and recommended actions to develop and implement an action plan to mitigate ongoing and increasing fire severity conditions and to begin an aggressive process for prevention of natural fuels and woody-biomass build up, catastrophic wildfire, and the continued condition of a lack of required fire protection investments in the County. B) Adopt resolution proclaiming a state of local emergency consisting of extreme fire severity conditions and natural fuel build up and accumulation. C) Adoption of resolution directing staff to proceed with an action plan to engage the Sierra Nevada Conservancy (SNC), Rural County Representatives of California (RCRC), California State Association of Counties (CSAC), the Governor of California and appurtenant State Natural Resource and policy agencies, and every California County located within the boundary of the Sierra Nevada Conservancy

Background: The Board of Supervisors has continuously availed itself of opportunities to comment and at times, actively participate in programs and with organizations that have proposed to seek solutions with federal and state agencies over the issues of forest health, declining forest conditions, woody-biomass build up, fire severity and risk, and fire safe planning programs. The Board of Supervisors has consistently expressed that its highest priority in the County is improving forest health and reducing fire severity within the forest regions of the County. Examples of such involvement taken up by the Board of Supervisors includes participation in the Quincy-Library Group (QLG), in the Sustainable Forest Action Coalition (SFAC), comments to USDA on the Forest Service Planning Rule (DEIS), comments to and direct participation in the Forest Service roundtable workshops, meetings with the Regional Forester of Region 5, and support for legislation at the Federal and State level responding to wildfire protection needs. Every effort by the County to identify issues and seek satisfactory solutions, whether on its own or in coordination with other counties or regional associations, have produced results that have been consistently unsatisfactory.

This County, more so than most California counties, is acutely aware of the need for proactive and effective communication with the Federal government since seventy per cent of its land base is publicly owned and under the management and direction of the United States Forest Service, United States Bureau of Land Management, and the California Department of Fish and Wildlife. Land management plans exist for these three primary land management agencies yet budget reductions, excessive regulatory burdens, and failure to implement methodologies to reduce the potential for catastrophic wildfire have all but paralyzed and stymied these agencies from any measurable progress. The status quo allows dire existing conditions to worsen and the risk for catastrophic fire events sits in the forefront within Sierra County and every county within the Sierra Nevada. Communications alone cannot produce the results that are required to create a

fire-safe environment. An aggressive and comprehensive program focused on creating a sustainable, safe, and productive forest health condition is urgently needed. It is these very counties and their respective forest communities that promote and carry out resource management activities and projects producing timber resources, agricultural products, clean air, mineral production, clean and abundant supplies of water, recreational opportunities, fishery and wildlife habitat, and so many other resources for the general public and the vastly increasing number of recreational visitors to these areas.

Sierra County has experienced a significant loss of social and economic infrastructure that is directly related to the reduction or cessation of programs and the inability of the Forest Service to deliver an effective and sustainable level of goods and services under current policy, direction, and budget. The loss of industry in the region, the loss of employment, and the spiraling social and economic impacts resulting from these conditions are devastating. These catastrophic wildfires cause an irretrievable loss of productive forest lands for generations and the loss of resource value forecloses on access to sawlogs, biomass, and goods and services that would have been derived from the burned landscape. These burned lands contain significant resource value including but not limited to watershed, water quality, wildlife and fishery, and recreation. This long-term loss of resource infrastructure significantly undermines community and regional stability. Sierra County alone in the recent past has lost thousands of productive acres through losses caused by the Crystal Peak, Cap, Indian, Treasure, Bassetts, Harding, Hirschdale, and Cottonwood fires. Equally devastating and what is approaching a region-wide condition characterized as “the perfect storm” is the paralysis that has developed in forest health management, fuels reduction, biomass removal, and wildfire prevention that has now been coupled with the most volatile and dangerous conditions imaginable for catastrophic wildfire.

Science and experience clearly indicates that future fires will be larger and more dangerous to people, resources, and other forms of life unless thinning proceeds on a pace and scale commensurate with this problem. The Regional Forester has for years outlined a goal of treating 500,000 acres annually statewide for ecological restoration by timber harvest, mechanical treatment, and biomass removal projects and has committed to increasing the pace and scale of such treatments to begin a sustainable program of reducing fuel loading and the severity of wildfire conditions. This goal and commitment has failed. Conditions worsen and ironically, a large annual volume of treated national forest acres comes off of salvage sales and restoration from previously forested lands now located within the boundaries of an extinguished and catastrophic wildfire. The recent Rim fire being just one of many examples of a self-fulfilling prophecy-fail to conduct fuel reduction treatments, ignore worsening conditions, observe a catastrophic wildfire obliterate thousands of acres of previously productive forest land, and then claim to approach the pace and scale outlined by the Regional Forester by harvesting the burned lands that were ignored from the outset.

Likewise, science indicates that the present forests are extremely over-dense and are unlikely to survive climate change and the impacts it will bring to the Sierra Nevada. A warmer climate could significantly increase the risk of uncharacteristic and destructive

wildfires and increase the susceptibility of forests to large-scale insect and disease epidemics. Climate change increases both the magnitude of the effort needed to restore and maintain forest health and the urgency of taking actions. Many species of plants and wildlife are threatened and endangered due to the combination of increased forest density and catastrophic wildfires.

Evaluate the facts and figures pertaining to the Rim fire which started in August 2013 and not extinguished until October 2013. Here we have the most devastating fire in recorded history for the Sierra Nevada and the third largest wildfire of record in California. Tuolumne and Mariposa Counties lost 257,000 acres or 400 square miles of productive timber land and valuable acreage within Yosemite National Park. There was (and still is) a record drought, a heat wave, a total lack of fuel reduction and attention to forest health and the Rim fire grew to 100,000 acres in just four days. It burned the back country areas of Yosemite National Park, a global attraction and national treasure. It threatened the water supply for the 2.9 million users from the City and County of San Francisco. Hetch-Hetchy Reservoir and three powerhouses were shut down impacting the entire power grid for the San Francisco Bay area. The fire burned so hot in vast areas that it killed a significant percentage of plant and animal life in its path and left a sterilized soil condition and landscape that will take generations to regenerate. The State of California expended \$127 million to fight this catastrophic wildfire.

Federal air quality standards and the resultant regulatory framework significantly hampers the number of acres that can be treated by controlled burn on Federal lands annually. The cited air quality impacts associated with controlled burns pale in comparison to the air quality impacts and pollutants that are dispersed into the atmosphere by wildland fires. It is imperative that revisions to the regulations and some form of configuration be implemented that allows the continued use of controlled burns as a method of forest treatment removing biomass and significant build up of natural fire fuels.

We have reached a point in the Sierra Nevada comparable to the threats to Lake Tahoe that were addressed in July of 1997 by the "Lake Tahoe Presidential Forum". Here President Clinton and Vice President Gore, after a series of workshops had identified issues and constraints, issued Executive Order 13057 establishing a formal "federal interagency partnership" charged with assuring coordination and efficient management of federal programs and projects and required a memorandum of agreement with the States of California and Nevada to facilitate financial resources to the region.

California, is experiencing the driest year in recorded State history and as a result, the conditions in Sierra County and the Sierra Nevada are categorized at a most dangerous and perilous level. The Governor of California in his January 17, 2014 declaration of drought emergency and his subsequent executive order has not advanced a proactive nor sustainable effort or program to coordinate programs and develop a long term strategy assessing and acting on the devastating potential for catastrophic wildfire.

Therefore, the Board of Supervisors continues to maintain as its highest priority, the reduction of fire fuels and the need to aggressively implement a sustainable program to reduce the risk of catastrophic wildfire by removing fuels and biomass from the public and private forested areas of the County and therefore it is imperative that immediate action be initiated to engage the twenty two counties of California that comprise the Sierra Nevada. This coordinated approach must be recognized by the appropriate Federal and State representatives and agencies, the twenty two counties, the twelve national forests, and agencies and organizations throughout the United States that the Sierra Nevada is a national treasure that is at peril in the absence of a proactive program to reduce fire hazard severity.

Recommendation:

- 1) Adopt a resolution proclaiming a local state of emergency in Sierra County based on fire severity conditions and buildup of fuels and biomass throughout the County and seek the concurrence of the Governor of California.
- 2) Adopt a second resolution directing staff to organize and implement communication with the twenty two counties of California that comprise the Sierra Nevada and request that each County adopt a similar resolution. Direction would also be given to coordinate and request the immediate and strong support and involvement of the Sierra Nevada Conservancy, Rural County Representatives of California (RCRC), and California State Association of Counties (CSAC) transmitting a consistent and strong message to the Federal and State agencies.
- 3) The resolution proclaiming a local state of emergency within the County should request that the Governor seek concurrence of the President of the United States over the Sierra Nevada-wide declaration of local emergency, asking for a process to be immediately implemented for the Sierra Nevada which emulates the “presidential forum” created for Lake Tahoe in 1997.
- 4) The second resolution should specify the multiple year funding needs and the specific topical areas that need to be addressed including but not limited to Sierra Nevada-wide forest condition assessments, restoration projects, modeling and monitoring to enhance decision making, forest thinning, biomass reduction, projects aimed at fire suppression improvements and infrastructure modifications to address fire response, wildland-urban interface (WUI) and project planning funds, and related uses.
- 5) The second resolution should set forth a structure for implementation of the “Sierra Nevada Presidential Forum” that requires a memorandum of agreement between the Secretary of Agriculture/Secretary of Interior and the State Secretary for Resources and through this memorandum, place the Sierra Nevada Conservancy in a prominent role for coordination and administration of this program. This organization is in place to provide strategic direction for the Sierra Nevada guided by four adopted areas of focus: healthy forests, preservation of ranches and agricultural land, watershed protection and restoration, and promotion of sustainable tourism and recreation. The Conservancy is properly postured to successfully implement this long-term program as it represents the

twenty two California Counties which comprise the Sierra Nevada and is responsible through program development and funding for 25 million acres or 25% of California's land area. The area served by the Conservancy contains areas of regional, statewide, national, and global significance including Yosemite Park, Sequoia Park, Kings Canyon Park, Lassen Volcanic Park, the Modoc Plateau, Owens Valley, Mono Basin, the Sierra Nevada Range, Mount Shasta, Mammoth Lakes and June Lake Loop, Lake Oroville, and numerous other treasures. This region contains thirty one watersheds, twelve (12) national forests, 600,000 residents, provides two thirds of California's water, and accommodates fifty million recreational visits per year.

The region clearly parallels the significance of Lake Tahoe and has never been more at risk. The status quo is unacceptable.

ADOPTED RESOLUTIONS

WILD LAND FIRE SEVERITY

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**PROCLAMATION OF LOCAL EMERGENCY
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION 2014- 066

WHEREAS, County Ordinance 403 and Sierra County Code, Section 8.16.010 and following empowers the County Director of Emergency Services to request that the Board of Supervisors proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity; and,

WHEREAS, the County Director of Emergency Services and the Board of Supervisors of the County of Sierra do hereby find that conditions of extreme peril to the safety of persons, property and public infrastructure have arisen affecting the communities of the County, the national forest system lands within the County, and the private timber and agricultural lands within the County caused by the uncontrolled build-up of natural fire fuels, posing a severe and ongoing threat of catastrophic wildfire in the County and in California; and,

WHEREAS, the management of lands, particularly regarding fire protection and fuel reduction, on national forest system lands under the jurisdiction of the United States Department of Agriculture-Forest Service is wholly inadequate, has long-been ignored, and is significantly under funded, placing Sierra County in significant peril and at great risk in the event that catastrophic wildfires occur in thereby destroying public resources, private property, businesses, and the natural environment; and,

WHEREAS, the irretrievable loss of productive forest lands for generations evidenced by the loss of goods and services originating from the public lands impacted by catastrophic wildfire; the insurance losses from catastrophic wildfires; the loss of valuable natural resources; the damage and/or loss of public and private property; the long-term devastation to local economies; the long-term negative impacts on the livelihood of local residents; and, the significant expenditure of public funding resulting from fire suppression efforts as well as infrastructure and resource restoration has risen to a critical point that demands an effective response and cooperative strategy among all levels of government to identify, plan, fund, and implement an effective public land fire protection strategy plan which includes planning, assessments, fuels reduction, and enhanced fire suppression and emergency response; and,

WHEREAS, these potential conditions are beyond the control of the services, personnel, equipment and facilities of Sierra County and the Federal and State agencies having fire suppression jurisdiction within the County and immediate region and the physical and fiscal impacts to the County of Sierra will be severe including but not limited to public utilities, public services, protection of property, emergency medical response, public schools, transportation, and the direct and indirect threats to business, lives, and property; and,

WHEREAS, the threat of wild land fire continues to be the highest priority assigned under the "Sierra County Hazard Mitigation Plan" developed in conformance with the

FEMA program entitled “Threat and Hazard Identification and Risk Assessment (THIRA)” program and this proclamation is made at a time when fuel conditions are extreme and all evidence clearly suggests that Sierra County is in peril and the County, including the “Sierra Nevada region” has never been more at risk with no relief in progress; and,

WHEREAS, the Governor of California declared a drought emergency for the entire State on January 17, 2014, and this declaration was based on the actual occurrence of the driest year on record in California, and while water-related actions have been initiated, no measurable strategy for long term and sustainable wild land fire-severity reduction appears eminent within Sierra County and within the boundaries of the Sierra Nevada as defined by the official boundaries of the Sierra Nevada Conservancy, a California State Agency, (which includes Sierra County and twenty one (21) other California counties) and hereinafter referred to as “Sierra Nevada region” and there exists no complementary action by Federal agencies to assess and react to the severity and perilous conditions facing the “Sierra Nevada region” related to catastrophic wildfire so therefore this proclamation implements a condition above and well beyond the scope of the January 2014 State drought-declaration of emergency; and,

WHEREAS, during the existence of said local emergency, the powers, functions, and duties of the Sierra County Office of Emergency Services shall be those prescribed by State law-Government Code 8630, Sierra County ordinances, and Sierra County resolutions and the County Director of Emergency Services shall proceed with formal notification to the State Office of Emergency Services, State legislative representatives, and the Governor of California with a request that he proclaim the County of Sierra to be in a state of emergency.

THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA HEREBY PROCLAIMS AND DECLARES a local state of emergency based upon the foregoing findings as there exists, extreme conditions of peril to the safety of persons, private property, national forest system lands, valuable watersheds, and public infrastructure within the County of Sierra.

BE IT FURTHER DECLARED that the individual counties comprising the “Sierra Nevada region” as defined herein being situated within the boundary of the Sierra Nevada Conservancy are urged to evaluate the risk and peril experienced within each individual county and determine if such a proclamation of local emergency is warranted and appropriate.

BE IT FURTHER DECLARED that the Governor of California is requested to confirm a state of emergency and seek a Presidential concurrence regarding the existing conditions in Sierra County and the “Sierra Nevada region”, providing the highest possible priority and recognition of the extreme peril being encountered by providing a comprehensive and coordinated strategy directed by the Federal government, in cooperation with State and local government, which emulates the former and successful “Lake Tahoe Presidential Forum” for the deteriorating natural conditions impacting the Lake Tahoe region and conducted in 1997, providing a plan, tasking agencies with specific direction, providing long-term funding, establishing a streamlined process for project delivery directed towards a long-term and sustainable reduction of fire hazard and fuel loading to protect public and private resources as well as the lives and property of Sierra County citizens and the public.

Adopted on the 22nd day of July, 2014 by the following vote:

AYES: Supervisors..Huebner, Beard, Schlefstein, Roen

NOES: None

ABSENT: Supervisor..Adams

ABSTAIN: None

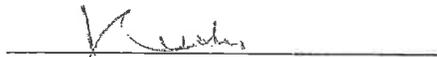
COUNTY OF SIERRA



Paul Roen

Chairman, Board of Supervisors

APPROVED AS TO FORM:


James A. Curtis
County Counsel

ATTEST:


Heather Foster
Clerk of the Board

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF IMPLEMENTING A PROCLAMATION OF LOCAL
EMERGENCY THROUGHOUT THE SIERRA NEVADA REGION OF
CALIFORNIA AND REQUESTING SUPPORT OF THE BOARD OF
SUPERVISORS OF THE TWENTY TWO COUNTIES OF CALIFORNIA
COMPRISING THE SIERRA NEVADA**

RESOLUTION 2014- 067

WHEREAS, the Board of Supervisors of Sierra County adopted on July 22, 2014 a proclamation of local emergency based upon fire severity conditions and build up of fire fuels and biomass that places residents, public and private lands, and vast resources in great peril from losses due to catastrophic wildfire; and,

WHEREAS, the Board of Supervisors desires to organize a common recognition by all twenty two counties of California which comprise the land area of the Sierra Nevada of the severe threats to this region by catastrophic wildfire and requesting immediate response by State and Federal agencies to provide and fund a long-term and sustainable strategy for the Sierra Nevada including forest condition assessments, modeling and monitoring to enhance planning and decision making, forest health and restoration projects, and fire suppression improvements and infrastructure modifications to address fire preparations and response; and,

WHEREAS, the Board of Supervisors and the “common recognition by all twenty two counties of California” seeks the strong support and concurrence by the Governor of California, asking that the President of the United States concur with the proclamation of emergency and further requests a process or strategy be implemented immediately for the Sierra Nevada, emulating the “presidential forum” conducted, funded, and implemented for Lake Tahoe in 1997.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors strongly urges the Board of Supervisors of the twenty two counties of California comprising the Sierra Nevada to adopt a resolution containing similar, if not exact, language and content of the resolution adopted by the Sierra County Board of Supervisors, proclaiming a local state of emergency in their respective county no later than August 15, 2014 and direct an official copy of said declaration to the Governor of California, to their respective State and Federal legislative representatives, to the California State Association of Counties (CSAC), to the Rural County Representatives of California (RCRC), and to the Executive Director of the Sierra Nevada Conservancy (SNC).

BE IT FURTHER RESOLVED that the Board of Supervisors of the twenty two counties, in the adoption of its proclamation of local emergency, request that the Governor of California seek the concurrence of the President of the United States for an

immediate effort and strategy for the Sierra Nevada which emulates the “presidential forum” created for Lake Tahoe in 1997.

BE IT FURTHER RESOLVED that the Board of Supervisors of the twenty two counties, strongly convey its recommendation that the Sierra Nevada Conservancy be assigned a most prominent role in the organization, administration, and implementation of a long-term, sustainable program for the protection of the Sierra Nevada through programs and projects designed to reduce the severity of impacts to public and private lands from catastrophic wildfires.

ADOPTED by the Board of Supervisors of the County of Sierra on the 22nd day of July 2014, by the following vote:

AYES: Supervisors Huebner, Beard, Schlefstein, Roen

NOES: None

ABSTAIN: None

ABSENT: Supervisor Adams

COUNTY OF SIERRA



PAUL ROEN

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:



HEATHER FOSTER
CLERK OF THE BOARD



JAMES A. CURTIS
COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT SCE Letter Regarding Draft Grant
Deed of Conservation Easement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence dated July 28, 2014 from Southern California Edison providing comments on the draft Grand Deed of Conservation easement for Conway and Mattly Ranches to be executed between Mono County and Eastern Sierra Land Trust.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[SCE](#)

History

Time

8/4/2014 3:56 PM

Who

Clerk of the Board

Approval

Yes

July 28, 2014

Supervisor Larry Johnston
Supervisor Fred Stump
Mono County Clerk of the Board
Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517



Subject: Draft Grant Deed of Conservation Easement: Conway and Mattly Ranches

Dear Supervisors and County Clerk:

I write to provide the comments of Southern California Edison Company (SCE) on the draft Grant Deed of Conservation Easement for Conway and Mattly Ranches (version 4-25-14) (Easement) to be executed between Mono County and the Eastern Sierra Land Trust. As described in detail below, the Easement fails to acknowledge the existence of SCE facilities on the subject property, specifically: (1) the Lundy Hydroelectric Project water conveyance facilities, and (2) electric transmission and/or distribution lines. SCE asserts prescriptive easement rights for these facilities, some of which have been in place since the turn of the 20th century. SCE intends to continue its customary activities on the Property, which are inconsistent with the draft Easement in its current form. Of course, the Easement cannot alter the longstanding legal rights held by SCE and other third parties to retain and access their facilities on the Property.

In the interest of ensuring an accurate Easement and minimizing potential confusion in the future, we recommend the adoption of the following revisions.

Recital B; Paragraph 4(a): Water and Water Rights

We recommend the acceptance of the revisions to these sections suggested by the Mono Lake Committee (MLC) in its June 3, 2014 letter. These revisions clarify that the County is not claiming ownership of the water rights belonging to other parties.

Paragraph 6(f): Development and Manipulation of Wetlands and Water Resources

We agree with MLC's comment that this provision fails to acknowledge the existence of SCE's water conveyance facilities on the Property.

We support the suggested inclusion of the words "by Grantor" on the fourth line. We concur with MLC that a statement should be added clarifying that the Agreement's prohibitions on water use apply only to "water controlled by and beneficially used by and within the Grantor's water rights," not any other water.

Paragraph 6(h): Motorized Vehicles

We recommend the inclusion of a statement clarifying that “uses reasonably related to permitted uses not otherwise prohibited” include motor vehicle use necessary for the maintenance and operation of SCE facilities located on the Property.

Paragraph 6 (i): New Roads and Paving of Existing Roads

We agree with MLC’s suggestion that because existing roads do not provide full access to SCE’s water conveyance facilities on the Property, the construction of new roads would be necessary before repairs to inaccessible facilities could be made.

Paragraph 6 (m): Commercial Power Generation and Transmission

The Easement does not acknowledge the lawful presence of SCE electric transmission and/or distribution facilities on the Property. A statement should be added to clarify that the activities prohibited by this section do not include the continued operation of SCE facilities.

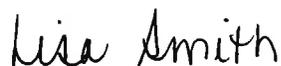
Paragraph 17: Grantor’s Title Warranty

A statement should be added to recognize SCE’s rights to access and maintain its facilities on the Property.

Conclusion

In order to formulate appropriate language to reflect the continued operation of SCE’s facilities on the Property, we would be happy to meet with your representatives to discuss the insertion of additional language to address the concerns raised above. We understand that you would like to finalize the Easement soon, and are available to discuss this matter further at your earliest convenience. Please contact me at (626) 302-9384 or at danielle.chupa@sce.com to schedule a meeting.

Sincerely,



For Danielle Chupa
Principal Manager

Distribution:

Supervisor Tim Alpers
Supervisor Tim Fesko
Supervisor Byng Hunt
Kay Ogden, Eastern Sierra Land Trust



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT US Forest Service

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

US Forest Service Correspondence from Edward Armenta, Forest Supervisor, regarding Notice of Intent to Prepare an Environmental Impact Statement in the Federal Register on August 29, 2014, and release a draft EIS in the Spring of 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

| Time | Who | Approval |
|------------------|--------------------|----------|
| 8/5/2014 3:23 PM | Clerk of the Board | Yes |



File Code: 1920

Date: July 30, 2014

Dear Interested Cooperating Agency,

Your agency previously indicated interest in the U.S. Forest Service's (USFS) Forest Plan Revision for the "Early Adopter" forests. The USFS is undertaking revisions to Forest Plans of Inyo, Sequoia, and Sierra National Forests using our 2012 Planning Rule. We intend to publish our Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS) in the Federal Register on August 29, 2014, and release a draft EIS in Spring of 2015.

While the time for your feedback is short, we are actively seeking your input as we move quickly on our aggressive schedule. We would appreciate your feedback on the draft NOI by Friday, August 15th COB. You can provide comments by mail to Lesley Yen, Forest Planner, 351 Pacu Lane, Bishop, CA 93514 or by email to Lesley at lyen@fs.fed.us. Providing your feedback by August 15th would allow us to incorporate your feedback to the extent possible in our August 29th publication of the NOI. This early look will also provide you additional time to prepare your scoping comments for the scoping period which is preliminarily schedule to end September 28th, 2014.

Attached for your consideration is our draft NOI. You can also find additional information on the 2012 Planning Rule and Forest Plan revision at <http://www.fs.usda.gov/detail/r5/landmanagement/planning/>. We will provide you additional materials early next week as they are still in development. If you would like to discuss our NOI or our plans in further detail please contact me at 760-873-2550 or Lesley at 760-873-2516 and we will arrange a time when we can discuss in person or over the phone.

We are proposing to change current plan direction to help guide management of National Forest System lands so they are ecologically sustainable and contribute to social and economic sustainability. To enact change the USFS proposes to modify select Standard and Guidelines from the 2004 Sierra Nevada Forest Plan Amendment, carry forward plan direction from the existing plans (where no change is needed), and propose "desired conditions" with accompanying standards, guidelines, strategies, and plan components to elicit the change we identified in our Need to Change document.

We look forward from hearing from you. If you need additional information or have questions please contact me or Lesley at the numbers above.

Sincerely,

EDWARD E. ARMENTA
Forest Supervisor



[3410-11-P]

DEPARTMENT OF AGRICULTURE

Forest Service

Plan Revisions for the Inyo, Sequoia, and Sierra National Forests; California and Nevada

AGENCY: Forest Service, USDA.

ACTION: Notice of intent to prepare an environmental impact statement.

SUMMARY: As directed by the National Forest Management Act, the USDA Forest Service is preparing the revised land management plans (forest plans) for the Inyo National Forest, Sequoia National Forest, and Sierra National Forest. The agency will prepare a joint environmental impact statement (EIS) for these three revised plans. The revised forest plans will supersede existing forest plans previously approved by the responsible official on the Inyo National Forest in 1988, Sequoia National Forest in 1988, and Sierra National Forest in 1992. The existing forest plans have been amended several times since their approval, including the 2004 Sierra Nevada Forest Plan Amendment. These amended forest plans remain in effect until the revised forest plans take effect. The plans will be revised under the 2012 Planning Rule and will provide for social, economic, and ecological sustainability within Forest Service authority and the inherent capability of the plan area.

DATES: Comments concerning the proposed action in this notice will be most useful in the development of the draft revised forest plans and EIS if received by [insert date 30 days from date of publication in the **Federal Register**]. The draft EIS is expected in

spring 2015. The final environmental impact statement is expected in spring 2016.

ADDRESSES: Send written comments to: Plan Revision Team, Ecosystem Planning Staff, 1323 Club Drive, Vallejo, CA 94592. Comments may also be sent via e-mail to r5planrevision@fs.fed.us.

FOR FURTHER INFORMATION CONTACT: Mike Dietl, Plan Revision Team Leader, michaeldietl@fs.fed.us, 707-562-9121. Information on plan revision is also available on the Pacific Southwest Region planning Web site:

<http://www.fs.usda.gov/main/r5/landmanagement/planning>.

Individuals who use telecommunication devices for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1-800-877-8339 between 8 a.m. and 8 p.m. Eastern Time, Monday through Friday.

SUPPLEMENTARY INFORMATION:

Lead and Cooperating Agencies

The USDA Forest Service is the lead agency. Inyo County is a designated cooperating agency in this plan revision effort.

Responsible Officials

The Forest Supervisor is the responsible official for plan revision on each forest.

Ed Armenta, Forest Supervisor, Inyo National Forest Service, 351 Pacu Lane, Suite 200, Bishop, CA 93514.

Kevin Elliott, Forest Supervisor, Sequoia National Forest, 1839 South Newcomb Street, Porterville, CA 93257.

Dean Gould, Forest Supervisor, Sierra National Forest Service, 1600 Tollhouse Road, Clovis, CA 93611.

Purpose and Need for Action

The Inyo, Sequoia, and Sierra National Forests are revising their forest plans under the new 2012 Planning Rule (36 CFR 219). According to the National Forest Management Act, forest plans are to be revised on a 10 to 15 year cycle. Current plans for the Inyo, Sequoia, and Sierra National Forests were approved between 1988 and 1992 and are due for revisions. Responsible officials used science-based assessments and considered public and employee input to identify needed changes to existing plans. They have identified the following areas where changes are needed:

Communities

There is a need to update plan direction to support the long-term sustainability of forest benefits to people and forest contributions to local economies; to encourage the use of partnerships with private and public entities; and to improve communication and outreach to the public, including underrepresented populations.

There is a need to modify plan components to maintain levels of forest product and biomass production that support an economically viable forest products industry, and to encourage local hiring.

Tribal Relations and Uses

There is a need to include plan direction regarding tribal relations and uses to help tribes maintain their culture and connection to the land, support economic opportunities in tribal communities, incorporate traditional ecological knowledge, and collaborate with the agency to meet restoration goals.

Sustainable Recreation

There is a need to update plan direction to improve the sustainability of recreation

facilities, settings, opportunities, and access; and to improve and protect scenic character, which contributes to people's recreation experience and sense of place.

There is a need to proactively manage cultural resources to protect and improve the conditions of these resources and help connect people to the land.

Fire

There is a need to modify wildfire management areas and associated plan direction to increase the area where fuel reduction treatments occur, while also increasing the opportunity to use fire as a restoration tool; and to modify plan direction to maintain or restore fire as an ecosystem process in riparian areas.

There is a need to include plan direction that incorporates analyzing smoke tradeoffs from prescribed fire or managed wildfire and large, uncontrolled wildfire.

Ecological Integrity

There is a need to modify plan direction to increase the rate and extent of the land area where we are restoring vegetation and decreasing the threat of large, undesirable fires; to sustain and increase local capacity to restore vegetation and reduce fuels; to add and modify plan direction specific to ecological integrity of eastside ecosystems that occur on the Inyo National Forest and small portions of the Sequoia National Forest; and to include plan direction for old forest, early seral habitat, and subalpine and alpine systems.

There is a need to modify plan direction for terrestrial ecosystems and fire, as described above, to increase the ability of forests to store and sequester carbon.

There is a need to modify plan direction for aquatic and riparian ecosystems to maintain or improve the resilience of these ecosystems to climate change, fire, air pollution, and invasive species; and to manage meadows holistically across individual resources areas,

such as hydrology, soils, wildlife, and vegetation.

There is a need to identify in the plans watersheds that are a priority for restoration, and to modify plan direction to improve groundwater storage and to address water shortages and climate change in riparian systems.

There is a need to modify plan direction to improve ecological conditions for the California spotted owl and to restore and maintain greater sage-grouse habitat on the Inyo National Forest. There is a need to incorporate new information and conservation practices into plan direction to contribute to the recovery of federally-listed species (including candidates and proposed) and to streamline project planning.

There is a need to modify plan direction to prevent the establishment and spread of invasive species.

Lands

There is a need to incorporate lands acquired by the Inyo National Forest through the Nevada Enhancement Act into the forest plan.

Designated Areas

There is a need to review existing plan direction for existing and recommended wilderness to determine if any updates are needed; to review existing plan direction for Wild and Scenic Rivers to determine if any updates are needed; to include a management area for the Pacific Crest National Scenic Trail corridor and associated management direction; and to include management direction for National Recreation Trails.

Proposed Action

The proposed action is to revise the existing forest plans for the Inyo, Sequoia, and Sierra National Forests, as amended. Plan revision creates a new plan for the entire plan area,

whether the revised plan differs to a small or large extent from the prior forest plan. In this plan revision effort, plans will be revised to meet the requirements of the 2012 planning rule and to address the needed changes identified above. Proposed changes include the following:

General Changes

Existing direction that is carried forward into revised plans would be converted to 2012 Planning Rule language. This would result in some existing standards and guidelines being changed to other plan components. Plan components that are no longer needed because compliance is already required as a matter of law, regulation, or policy, or that conflict with current national policy, would be removed. Plan components that no longer apply, set tasks that have been completed, or refer to time frames that are now past would be removed.

Changes would be made to some standards and guidelines from the 2004 Sierra Nevada Forest Plan Amendment (SNFPA). These standards and guidelines are referenced using SNFPA and the standard and guideline number, e.g. SNFPA 4. Specific changes are discussed in the appropriate sections below.

Current land allocations, management areas, and management prescriptions would generally stay the same except as described in the sections below. Under the new planning rule, management areas and geographic areas will replace what was previously known as land allocations, management areas, and management prescriptions.

The Forest Service Pacific Southwest Region and Pacific Southwest Research Station have reviewed and incorporated the latest climate change research and modeling from the Intergovernmental Panel on Climate Change and the U.S. Climate Change Science

Program to deduce likely present and future impacts to the forests of the Sierra Nevada. Their results show a general increase in temperatures, resulting in longer fire seasons, and less snowpack which melts earlier in the year. Where appropriate, plan components would be adjusted to recognize considerations of climate change.

On the Sequoia National Forest, the Giant Sequoia National Monument Management Plan would be incorporated by reference into the forest plan.

Communities

Desired conditions, guidelines, and other plan content would be included to support the long-term sustainability of forest benefits to people and forest contributions to local economies.

A section would be added to the plan that provides management direction for interpretation and education. This does not currently exist in the current forest plans.

Desired conditions, guidelines, and other plan content would be included for communicating and outreaching to residents and visitors.

Partnerships with private and public entities would be encouraged in the plan and associated plan components would be developed.

Timber

Desired conditions would be added to ensure that predictable forest product yields support economic stability sufficient to maintain local industry infrastructure for use in vegetation restoration; and forest products are produced in a sustainable manner, improving forest conditions and contributing to local community stability. Guidelines and standards would be added that address reforestation and the range of purposes for which timber harvest may occur, such as timber production, salvage, and ecological restoration.

Strategies would be added that encourages the use of local forest products workforces and to encourage the use of tools such as stewardship contracts to improve the economic feasibility of vegetation management projects across large landscapes, and social, economic, and ecological sustainability.

Tribal Relations and Uses

A section would be added to the plan that provides management direction for tribal relations and uses. This does not currently exist in the forest plans. Desired conditions and other plan content would be included that incorporate tribal viewpoints and considerations in forest management, emphasize working with tribes to develop and implement projects, and recognize the value of incorporating traditional ecological knowledge into project development and implementation.

Desired conditions and other plan content would be integrated throughout other parts of the plan to incorporate tribal considerations in resource management.

Consideration will be given to defining and designating cultural management areas for sacred sites, areas of cultural and religious sensitivity, traditional cultural properties and/or significant concentrations of cultural properties.

Sustainable Recreation

The plan would be updated to reflect the guiding principles, goals, and focus areas from the National Framework for Sustainable Recreation. This includes updating or developing plan components to guide forest management in a way that sustainably:

- Connects people with their natural and cultural heritage.
- Promotes social and economic community well-being using a place-based model for recreation planning.

- Emphasizes working with partners and volunteers to help meet public needs and expectations, including the needs of youth and underserved communities.
- Provides a diverse range of quality natural and cultural recreation opportunities and settings.
- Restores and protects the natural, cultural, and scenic environment, focusing on special places that are highly valued landscapes or sites.
- Promotes citizen stewardship through interpretive services and conservation education.
- Emphasizes effective and adaptive communication in an ever-changing world.

The Recreation Opportunity Spectrum (ROS) classes would be modified, as appropriate, to represent sustainable recreation settings that reflect current management or recreation activities and conditions and future use.

The Visual Management System (VMS) used in the existing forest plan would be converted to the Scenery Management System (SMS) resulting in scenic integrity objectives. The SMS supports a place-based planning approach that recognizes the value of both natural and cultural features in the landscape.

Objectives for working with partners would be incorporated to demonstrate that they are integral to program of work planning and conducting sustainable recreation activities.

Plan components would be developed to focus agency efforts on each forest's distinctive recreation roles and contributions.

Cultural Resources

Desired conditions, guidelines, and other plan content would be added or updated that emphasize the role that the forest plays in connecting people to their cultural heritage,

offering cultural resource based recreation and tourism opportunities, and sustaining treasured places.

Desired conditions, guidelines, and other plan content would be added or updated that emphasize the importance of strategic partnerships to protect the sustainability of cultural resources and promote citizen stewardship.

Consideration will be given to defining and designating cultural management areas for sacred sites, areas of cultural and religious sensitivity, traditional cultural properties and/or significant concentrations of cultural properties.

Fire

The current management areas for wildland-urban interface (WUI) defense and threat zones from the SNFPA would be changed to a risk-based protection zone approach, which would focus fuel reduction treatments on conditions that threaten communities and assets. These protection zones would be complemented by two new zones that cover the remaining adjacent National Forest System lands, where increased opportunities for managing wildfires for ecological benefits would occur. The use of fire as a restoration tool would be emphasized in inaccessible and steeper areas where mechanical fuel and restoration treatment would be difficult or is prohibited. Proposed modification of some vegetation and wildlife standards and guidelines aligned with these zones are intended to better manage the threat of wildfire impacts to communities and other at-risk natural resource values. As a risk-based approach, these zones change over time as fuels conditions change from restoration treatments and wildfires and as there are new or changed communities, assets, or natural resource values. The four proposed zones are:

1. Wildfire Community Protection Zone: Conditions currently put communities and

community assets at very high risk. This would replace the WUI defense zone.

Emphasis would be placed on mechanical and hand treatments to yield desired fire behavior conducive to more effective fire suppression. Prescribed burning is also used, especially to maintain previously treated areas. The use of wildfire to increase ecosystem resilience and provide ecological benefits is very limited.

2. **General Wildfire Protection Zone:** Conditions currently put communities, community assets, and natural resource values at high risk of loss from wildfire. This would replace the WUI threat zone, but recognizes that fires from greater distances can threaten these areas. This zone adds natural resource values, and the area is increased. Emphasis would be placed on mechanical and hand treatments to yield desired fire behavior conducive to more effective fire suppression and retention of desired conditions for natural resources. The use of wildfire to increase ecosystem resilience and provide ecological benefits is limited.
3. **Wildfire Restoration Zone:** Conditions currently put communities, community assets, watersheds, and natural resource values at moderate risk of loss from wildfire. Wildfire could be used to increase ecosystem resilience and provide ecological benefits when conditions allow. Strategically located mechanical treatments and/or prescribed burning, where feasible, may be a necessary precursor to the reintroduction of wildfire to achieve desired conditions. Strategically located treatments increase the opportunity to manage wildfires to achieve desired conditions.
4. **Wildfire Maintenance Zone:** Conditions currently put communities, community assets, watersheds, and natural resources values at low risk of loss from wildfire, and many natural resources would benefit from wildland fire. Due to low risk, wildfires

are expected to be used as often as possible to maintain ecosystem resilience and provide ecological benefits when conditions allow. Mechanical treatments and/or prescribed burning, where feasible, are used to complement wildfire to achieve desired conditions.

Desired conditions and SNFPA 1-11 would be modified to incorporate the four zone approach. In the Protection Zones, plan components would be geared toward safe firefighting and protecting assets (e.g., structures and powerlines) and natural resources. In the Restoration and Maintenance Zones, plan components would emphasize effects of fire on natural resources and would be geared toward desired conditions for ecological resilience and integrity. New plan components would emphasize fire behavior and the effects on resources (e.g., habitat or timber) in terms of severity (e.g., the number of trees killed). Specific objectives would be added for the range of acres of treatable landscape on each forest.

Air Quality

Desired conditions, guidelines, standards, and other plan content would be added to allow for improved coordination with air quality regulators and communities and to provide for a transparent analysis and clear communication regarding smoke tradeoffs from prescribed fire or managed wildfire and large, uncontrolled wildfire.

Terrestrial Ecosystems

Within the Community and General Wildfire Protection Zones, to reflect the intent of the new planning rule, some standards and guidelines from the SNFPA would be converted to or replaced with desired conditions and other plan content.

Current general desired conditions would be replaced with specific, quantitative desired

conditions based on ecological sustainability. Prescriptive elements on vegetation management (SNFPA 1-5, 7-12, 17-19) would be replaced with desired conditions and other plan content aimed at restoring ecological integrity and sustainability. Desired conditions would incorporate references to new science (e.g., General Technical Report 220 and 237) that better reflect resilience to fire, drought, and climate change and heterogeneity beneficial to wildlife. Vegetation desired conditions would be made more specific by describing ecological outcomes as a numerical range. The importance of fire as an ecological process in vegetation types adapted to fire (e.g., mixed conifer and Jeffrey pine) would be included.

A strategy would be added that emphasizes planning and implementing projects at the landscape scale (10,000 to 100,000 acres) to increase the effectiveness and efficiency of restoring ecological resilience to fire, drought, and climate change. Locations and types of restoration treatments (e.g. thinning or controlled burning) would occur within these larger areas to influence changes in effects of wildfires.

Desired conditions, objectives, standards, guidelines, and other plan content would be added or updated for all major eastside vegetation types on the Inyo National Forest, and small portions of the Sequoia National Forest, including sagebrush, pinyon-juniper, desert shrub, eastside oak, and special habitats such as pebble pine.

Desired conditions and other plan content would be added that recognize the importance of perennial grasses in eastside ecosystems and the role they play in resilience to non-native grass invasion and resilience to fire.

The existing old forest emphasis area land allocation and desired conditions from the SNFPA would be removed because the desired conditions are general and lack specific

information on desired levels of large and old trees. Forest-wide desired conditions for old forest would be added that describe desired large tree densities and the proportion of the landscape containing old forest characteristics.

Desired conditions would be added to recognize complex early seral habitat as an important component to ecological sustainability, describing the desired proportions on the landscape, large snag and log densities, and shrub cover amounts. Desired conditions would be added that integrate all ecological components of complex early seral habitat. Plan content would be added that addresses landscape consideration of the distribution and proportion of complex early seral habitats, including connectivity. A standard that addresses retention of some areas post fire with minimal resource management intervention would be added.

Desired conditions and other plan content would be added to address ecological sustainability of subalpine and alpine ecosystems omitted in earlier plans. This includes components to address threats to high elevation white pines from blister rust and bark beetle.

Desired conditions would be added for blue oak woodlands to support existing standards and guidelines from the SNFPA.

Aquatic and Riparian Ecosystems

Plan components would be added and modified to better restore, maintain, and increase the resilience of aquatic and riparian ecosystems to climate change, fire, ozone, and nitrogen depositions.

The term riparian conservation objective (RCO) would be dropped to avoid confusion with the 2012 Planning Rule plan component called objectives. The spirit and intent of

the original objectives would remain in other plan components. The standards and guidelines organized under RCOs would be mostly retained and reorganized. More specifically, SNFPA 91 would be modified to include the definition of resource conservation areas (RCAs) and by removing the need for RCO analysis. SNFPA 92 and 93 would be removed, because they concern the RCO system and their intent is captured elsewhere in plan components and/or existing law.

SNFPA 109 and 111 would be replaced with strategies to improve resilience of riparian ecosystems to fire, drought, and climate change. This change would allow for increased flexibility with prescribed fire and mechanical treatment and/or hand treatments in riparian conservation areas and critical aquatic refuges where appropriate. Although the new language would emphasize more flexibility to treat in riparian areas, activities would need to meet aquatic objectives and all necessary protection measures for water and soil. Desired conditions would be updated for meadows to reflect an integration of vegetation, soils, hydrology, and wildlife conditions. Guidelines would be added to address the ecological integrity of meadows and their connection to groundwater. Guidelines currently in place for the Inyo National Forest have replaced SNFPA 120 and 121 to further allow for an integrated ecological approach to meadow management on that forest.

New guidelines would be included to protect the spring environment and to maintain and restore native species and the ecological integrity of these systems.

Water Resources

The contribution of the national forests to water quantity and quality in California would be recognized in the plans. Plan components would be added to address the effect of

climate change and drought on water quantity.

Management direction would be added to ensure compliance with new proposed groundwater directives and to further address water shortages and climate change in riparian systems.

SNFPA 106 would be modified to include language that better evaluates diversion of water on National Forest System land, including Federal Energy Regulatory Commission relicensing projects. The new language would promote collaboration with other entities involved in the hydropower relicensing process and other water use negotiations. These changes address public feedback and the need to account for climate change and threats to water quality. The changes would also address trends with drought.

The Watershed Condition Framework would continue to move forward. Priority watersheds have been identified and these would continue to be a focus for improving water quality, watersheds, and aquatic and riparian ecosystem conditions.

At-Risk Species

SNFPA 53, 54, 98, and 114, which are specifically related to the three newly listed federal threatened and endangered amphibian species (Yosemite toad, Sierra Nevada yellow-legged frog, and the northern distinct population segment of the mountain yellow-legged frog), would be retained but would incorporate clarifications resulting from consultation with the U.S. Fish and Wildlife Service.

Actions listed in recovery plans and conservation strategies would be considered in developing plan components that could contribute to the recovery of federally-listed species.

Existing management areas and direction for California spotted owl and northern

goshawk protected activity centers and spotted owl home range core areas would be retained with clarifications and alignment of plan components. No substantive changes would be made with the following exceptions:

- Updating and clarifying the desired conditions for these areas based on information about ecological conditions from the California spotted owl new interim guidelines and conservation assessment when they are available.
- Changing some standards and guidelines within the Community Wildfire Protection Zone and the General Wildfire Protection Zone to better balance the need to provide key habitat with managing the threat of wildfire impacts to communities and other values at risk. This would include minor changes to SNFPA 73 and converting and clarifying direction related to limited operating periods in SNFPA 75, 76, and 77 to guidelines.
- Adding plan content and updating and clarifying standards to include opportunities for adaptive management related to the amount of protected activity centers that can be treated mechanically (SNFPA 78 and 79) and with prescribed burning (SNFPA 80 and 81).

Direction for the Southern Sierra Fisher Conservation Area (SNFPA 90) and fisher den sites (SNFPA 85-87) would be retained with clarifications and alignment of plan components. No substantive changes would be made, pending completion of the Southern Sierra Fisher Conservation Strategy. These management areas and associated direction would be updated or changed considering information from the conservation strategy. Other plan components in other resource areas would be aligned as needed.

Direction for Bi-State sage-grouse management from the Inyo National Forest Sage-

Grouse Interim Management Policy, portions of the Humboldt Toiyabe National Forest Sage-Grouse Plan Amendment, and strategies from the Rocky Mountain Research Station-led conservation strategy on habitat restoration and fire resilience would be added. Desired conditions, objectives, standards, guidelines, and other plan content would be added to conserve sage-grouse habitat.

Invasive Species

The existing standards and guidelines specific to noxious weed management (SNFPA 36-49) would be clarified and reorganized into desired conditions, guidelines, and other plan content that address terrestrial and aquatic invasive species, including noxious plants.

Lands

Plan components with management direction for lands acquired by the Inyo NF through the Nevada Enhancement Act would be added.

Designated Areas

Wilderness: The 15,110 acres of the Moses Recommended Wilderness on the Sequoia National Forest, recommended in the Giant Sequoia National Monument Plan, would continue to be managed as recommended wilderness until such time as Congress designates it as an addition to the National Wilderness Preservation System. There may be new recommendations that result from the wilderness evaluations currently underway.

Wild and Scenic Rivers: The 66 miles of the San Joaquin, South Fork San Joaquin, North Fork San Joaquin, and Middle Fork San Joaquin River segments that the Sierra National Forest found suitable in previous planning efforts would continue to be managed as suitable and recommended wild and scenic river segments until such time as Congress designates them as additions to the National Wild and Scenic Rivers System. One mile of

the south Fork Kern River segment that the Sequoia National Forest found suitable in previous planning efforts will continue to be managed as a suitable and recommended wild and scenic river until such time as Congress designates it as an addition to the National Wild and Scenic Rivers System. There may be new recommendations that result from the wild and scenic river evaluations currently underway. For the two newly designated wild and scenic rivers on the Inyo National Forest, the revised forest plan would include direction that is applicable to all wild and scenic rivers on the forest and would identify the process and timeline for finishing comprehensive river management plans and developing a final boundary.

Pacific Crest National Scenic Trail (PCT): The PCT corridor would be identified as a management area and desired conditions, strategies, objectives, guidelines, and standards would be added to protect the recreation experience and scenery resources along the PCT. Identification of the PCT corridor and associated direction does not currently exist in forest plans.

National Recreation Trails: Desired conditions, guidelines, standards, and other plan content would be added to protect the recreation experience and scenery resources along the national recreation trails on each forest. There are three national recreation trails on the Inyo National Forest, two on the Sequoia National Forest outside the Giant Sequoia National Monument, and five on the Sierra National Forest. This direction does not currently exist in forest plans.

Other Designated Areas: Other designated areas would continue to be managed for their designations under current management direction. No new designation areas are being recommended at this time.

Plan Monitoring Program

A monitoring program will be developed that meets the requirements of the 2012 Planning Rule and informs evaluation the effectiveness of forest plans. The monitoring program consists of monitoring questions and associated indicators that address the following eight items: (1) the status of select watershed conditions; (2) the status of select ecological conditions, including key characteristics, of terrestrial and aquatic ecosystems; (3) the status of focal species, selected to assess integrity of ecological systems and effects of management on ecological conditions; (4) the status of a select set of ecological conditions that contribute to the recovery of federally listed threatened and endangered species, conserve proposed and candidate species, and maintain a viable population of species of conservation concern; (5) the status of visitor use, visitor satisfaction, and progress toward meeting recreation objectives; (6) measurable changes on the plan area related to climate change and other stressors that may be affecting the plan area; (7) progress toward meeting the desired conditions and objectives in the plan; and (8) the effects of each timber management system to determine that they do not substantially and permanently impair the productivity of the land. Additionally, the monitoring program may include other monitoring questions and indicators that do not address these eight items, but which nevertheless inform effectiveness of the plan. The monitoring program will be within the capability of the forests. Capability will be expanded by coordinating with the broader regional strategy currently under development and with partners.

Nature of Decision to Be Made

The Inyo, Sequoia, and Sierra National Forests are preparing an EIS to revise their current forest plans. The EIS process will inform each Forest Supervisor's decision about

which alternative best meets the need for quality land management under the 2012 Planning Rule and the sustainable multiple-use management concept, as required by the National Forest Management Act and the Multiple-Use Sustained-Yield Act. This concept seeks to meet the diverse needs of people while protecting forest resources. Each Forest Supervisor will be signing a Record of Decision. Having one EIS is expected to help the agency gain efficiencies and complete plan revision within reasonable timeframes and budgets. The three forests share landscapes, issues, and stakeholders. Consolidating under one EIS will help streamline the process for our stakeholders and helps facilitate a landscape-level approach to plan revision.

The revised forest plans will describe the strategic intent of managing the Inyo, Sequoia, and Sierra National Forests for the next 10 to 15 years. The revised forest plans will identify management and/or geographic areas and use five plan components to guide future project and activity decision making: desired conditions, objectives, standards, guidelines, and suitability of lands. Each revised plan will include other required content, such as a monitoring program. Responsible officials will determine whether to make new recommendations for wilderness and other designated areas.

This decision will not authorize project-level activities on the three forests. The authorization of project-level activities on each forest occurs through subsequent project-specific decision making. The designation of routes, trails, and areas for motorized vehicle travel is not considered during plan revision but addressed in separate analysis processes on each forest. Certain issues (e.g., hunting regulations), although important, are beyond the authority or control of the three forests and will not be considered. In addition, some decisions and determinations, such as Wild and Scenic River suitability

determinations, may not be undertaken at this time but addressed in separate processes.

Public Involvement

The Inyo, Sequoia and Sierra National Forest plan revision team has provided multiple ways for the public, other agencies, and tribes to contribute ideas about how current forest plans needs to change or be improved. Public involvement began in earnest in 2012. Formal and informal meetings, letters, e-mails, phone calls, newspaper announcements, and postings to the Pacific Southwest Region and forest Web sites were used to share and gather information and encourage participation. Plan revision team members also gave presentations, went to the field, and met with individuals and groups. Information collected from the public was used to identify needed changes in the current forest plans and desired conditions.

The forests will continue regular and meaningful consultation and collaboration with tribal nations on a government-to-government basis to address issues that significantly or uniquely affect their communities.

The forests will continue to collaborate with members of the public who are interested in forest management, as well as Federal and State agencies, local government, and other organizations. The dates, times, and locations of future meetings will be posted on the Pacific Southwest Region and forest Web sites.

Applicable Planning Rule

Preparation of the revised forest plans for the Inyo, Sequoia and Sierra National Forests began with the publication of the Notice of Initiation in the **Federal Register** on December 26, 2013 [78 FR 78326] and was initiated under the planning procedures contained in the 2012 Forest Service planning rule (36 CFR 219 (2012)).

Scoping Process

This notice of intent initiates the 30-day scoping process which guides the development of the EIS. The purpose of this process is to determine the scope of issues to be addressed and to identify the significant issues related to the proposed action. Public meetings and tribal forums to gather input on the proposed action will be held in September 2014. Additional materials, as well as the dates, times, and locations of these meetings can be found on the Pacific Southwest Region planning Web site:

<http://www.fs.usda.gov/main/r5/landmanagement/planning>.

It is important that reviewers provide their comments in a time and manner useful to the agency's preparation of the EIS. Therefore, comments should be provided prior to the close of the scoping period and should clearly articulate the reviewer's concerns and contentions. The submission of timely and specific comments can affect a reviewer's ability to participate in subsequent administrative or judicial review. Comments received in response to this solicitation, including names and addresses of those who comment, will be part of the public record for this proposed action. Comments submitted anonymously will be accepted and considered; however, see the section below concerning the objection process and the requirements for filing an objection.

Decision Will Be Subject to Objection

The decisions to approve the revised forest plans will be subject to the objection process identified in 36 CFR 219 Subpart B (219.50 to 219.62). According to 36 CFR 219.53(a), those who may file an objection are individuals and entities who have submitted substantive formal comments related to a plan revision during the opportunities provided for public comment during the planning process.

Barrie Gyant

(Date)

Deputy Regional Forester, Pacific Southwest Region



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT CHP Letter with Report Regarding
Organic Peroxide Spill

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence from the California Highway Patrol dated July 28, 2014 including the report involving the spill of organic peroxide that occurred south of Bridgeport on July 26, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[CHP Ltr](#)

History

| Time | Who | Approval |
|-------------------|--------------------|----------|
| 7/31/2014 4:55 PM | Clerk of the Board | Yes |

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

125 Main Street
P.O. Box 158
Bridgeport, California 93517
(760) 932-7995
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



July 28, 2014

File No.: 820.15013.18227



RE: US-395, north of Point Ranch/Proposition 65 Notice

Mono County Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, California 93517

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding a spill of organic peroxide that occurred on July 26, 2014, at approximately 0655 hours. The spill originated from a tractor/trailer combination that experienced a load shift while in transit and two barrels of organic peroxide were compromised. It is estimated approximately 60 gallons of organic peroxide was spilled onto the roadway and the right shoulder of northbound US-395, north of Point Ranch (south of mile post marker MNO 74.5). The registered owner of the tractor/trailer combination was identified as Mountain Valley Express.

The California Highway Patrol, California Department of Transportation, Mammoth Lakes Fire Department and numerous other local allied agencies responded to mitigate the spill. Mountain Valley Express contracted with Patriot Environmental Services to conduct clean-up efforts. The scene was declared safe at 1945 hours.

An owner's responsibility citation was issued to the commercial carrier for a violation of California Vehicle Code Section 34506(b) pursuant to California Code of Regulations Title 13 Section 1164(b) regarding a hazardous materials loading violation.



This report is submitted on behalf of all designated employee of the California Highway Patrol.
If you have any questions regarding this incident, please contact Sergeant E. Jones, at
(760) 932-7995.

Sincerely,



R. E. WEST, Sergeant
Acting Commander

Enclosure

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
HAZARDOUS MATERIALS INCIDENT REPORT
 CHP 407E (Rev 6-04) OPI 062 Refer to HPM 84.2, Chapter 2

HAZARDOUS MATERIALS CONFIRMED

Original Change Delete Yes No

| | | | | | |
|--|--|---|---|--|--|
| A | AGENCY NAME California Highway Patrol | AGENCY I.D. NUMBER 66 | AGENCY INCIDENT NUMBER (HQ, USE) | AGENCY PHONE NUMBER (916) 445-1865 | OES CONTROL NUMBER 14-4185 |
| B | INCIDENT DATE (MONTH, DAY, YEAR) 07/26/2014 | TIME NOTIFIED 06:55 | TIME COMPLETED 21:24 | DATE COMPLETED (IF DIFFERENT) | |
| C | INCIDENT ADDRESS/LOCATION US-395 northbound, north of Point Ranch | | CITY/COMMUNITY Unincorporated | COUNTY Mono | ZIP CODE 93517 |
| WEATHER (CHECK BEST DESCRIPTION) | | | | | |
| <input type="checkbox"/> 5 Hail <input type="checkbox"/> 6 Electrical storm <input type="checkbox"/> 7 Fog <input checked="" type="checkbox"/> 1 Clear <input type="checkbox"/> 3 Rain <input type="checkbox"/> 4 Snow <input type="checkbox"/> 8 High wind <input type="checkbox"/> 9 Other <input type="checkbox"/> 40 Unknown | | | | | |
| EST. TEMPERATURE 85 F | | | | | |
| PROPERTY USE (SEE CODES BELOW) 961 | | SURROUNDING AREA (SEE CODES BELOW) 931 | | PROPERTY MANAGEMENT <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Unknown | |
| D | PROPERTY USE AND SURROUNDING AREA TYPE CODES 100 Public Assembly 650 Agricultural 936 Vacant lot 962 County/City road 200 Educational 700 Manufacturing 941 Open sea 963 Private road 300 Health care 762 Hazmat chem mfg 942 Harbor/Port 965 Rest stop/vista point 400 Residential 767 Petroleum refinery 946 Lake/Pond/River 966 Scale/inspection facility 500 Mercantile, Business 800 Storage 950 Railroad 099 Other (explain in Comments) 600 Industrial, Utility 931 Open land 961 Freeway | | | | |
| E | RELEASE FACTORS (CHECK BEST DESCRIPTION(S)) | | TYPE OF EQUIPMENT INVOLVED | | MOBILE PROPERTY TYPE |
| <input type="checkbox"/> 11 Intentional act <input type="checkbox"/> 70 Operational deficiency <input type="checkbox"/> 12 Suspicious act <input type="checkbox"/> 71 Collision/overturn <input checked="" type="checkbox"/> 30 Failure to control hazmat <input type="checkbox"/> 80 Natural condition <input type="checkbox"/> 31 Abandoned <input type="checkbox"/> 94 Fire/explosion <input type="checkbox"/> 40 Misuse of hazmat <input type="checkbox"/> 98 No release <input type="checkbox"/> 50 Mechanical failure <input checked="" type="checkbox"/> 99 Other Loading Deficiency <input type="checkbox"/> 60 Design, construction installation deficiency <input type="checkbox"/> 00 Undetermined | | <input type="checkbox"/> 10 Heating systems <input type="checkbox"/> 30 Air condition/refrig <input type="checkbox"/> 77 Chem processing equipment <input type="checkbox"/> 78 Waste recovery equipment <input checked="" type="checkbox"/> 96 Hazmat transfer equipment <input type="checkbox"/> 97 Vehicle fuel system <input type="checkbox"/> 98 No equipment involved <input type="checkbox"/> 99 Other <input type="checkbox"/> 00 Undetermined | | <input type="checkbox"/> 10 Passenger vehicle/road <input checked="" type="checkbox"/> 20 Freight vehicle/road <input type="checkbox"/> 30 Rail transport vehicle <input type="checkbox"/> 40 Water transport vessel <input type="checkbox"/> 50 Air transport vessel <input type="checkbox"/> 60 Heavy equip. indust./agri <input type="checkbox"/> 98 No mobile property involved <input type="checkbox"/> 99 Other <input type="checkbox"/> 00 Undetermined | |
| F | ACTION TAKEN (CHECK ONE OR MORE) | | | | |
| <input type="checkbox"/> 31 Rescue, remove from harm <input type="checkbox"/> 42 ID/analysis of hazmat <input type="checkbox"/> 61 Crowd control <input type="checkbox"/> 32 Extrication, disentanglement <input type="checkbox"/> 43 Evacuation <input checked="" type="checkbox"/> 62 Traffic control <input type="checkbox"/> 33 Emergency medical services <input checked="" type="checkbox"/> 44 Establish safe area <input checked="" type="checkbox"/> 63 Notify other agency <input type="checkbox"/> 35 Search <input type="checkbox"/> 45 Monitor <input checked="" type="checkbox"/> 64 Provide public information <input type="checkbox"/> 36 Transport <input type="checkbox"/> 46 Decon-person/equip. <input checked="" type="checkbox"/> 71 Investigate <input type="checkbox"/> 41 Remove hazard (neutralized) <input type="checkbox"/> 47 Decon-area (clean up) <input type="checkbox"/> 73 Shut down system <input type="checkbox"/> 48 Contain/control hazmat <input type="checkbox"/> 82 Secure property | | | | | <input type="checkbox"/> 92 Refer to proper authority <input type="checkbox"/> 97 Hazmat response, material determined to be non-hazardous <input type="checkbox"/> 98 No action taken <input checked="" type="checkbox"/> 99 Other Roadway Closure |
| CHEMICAL NAME OR TRADE NAME (PRINT OR TYPE) Organic Peroxide Type F Liquid | | | | | |
| PHYSICAL STATE STORED <input type="checkbox"/> 1 Solid <input checked="" type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas | | PHYSICAL STATE RELEASED <input type="checkbox"/> 1 Solid <input checked="" type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas | | DOT ID NUMBER UN3109 | DOT HAZARD CLASS Class 5.2 |
| CONTAINER DESCRIPTION <input type="checkbox"/> 1 Fixed <input type="checkbox"/> 1 Insulated <input type="checkbox"/> 2 Portable <input type="checkbox"/> 2 Pressurized <input checked="" type="checkbox"/> 3 Mobile <input type="checkbox"/> 3 Armored | | CONTAINER TYPE (SEE CODES [2] BELOW) 11 | LEVEL OF CONTAINER (SEE CODES [3] BELOW) 30 | CONTAINER MATERIAL (SEE CODES [4] BELOW) 4 | CASE NUMBER 55 Gal. |
| EXTENT OF RELEASE (SEE CODES [1] BELOW) 7 | | | | | |
| CHEMICAL NAME OR TRADE NAME (PRINT OR TYPE) | | | | | |
| PHYSICAL STATE STORED <input type="checkbox"/> 1 Solid <input type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas | | PHYSICAL STATE RELEASED <input type="checkbox"/> 1 Solid <input type="checkbox"/> 2 Liquid <input type="checkbox"/> 3 Gas | | DOT ID NUMBER | DOT HAZARD CLASS |
| CONTAINER DESCRIPTION <input type="checkbox"/> 1 Fixed <input type="checkbox"/> 1 Insulated <input type="checkbox"/> 2 Portable <input type="checkbox"/> 2 Pressurized <input type="checkbox"/> 3 Mobile <input type="checkbox"/> 3 Armored | | CONTAINER TYPE (SEE CODES [2] BELOW) | LEVEL OF CONTAINER (SEE CODES [3] BELOW) | CONTAINER MATERIAL (SEE CODES [4] BELOW) | CASE NUMBER |
| EXTENT OF RELEASE (SEE CODES [1] BELOW) | | | | | |
| EXTENT OF RELEASE CODES (1) | | CONTAINER TYPE CODES (2) | | LEVEL OF CONTAINER CODES (3) | |
| 1 Confined to vehicle/equipment 2 Confined to room of origin 3 Confined to floor of origin 4 Confined to structure of origin 5 Confined to property use of origin 6 Release beyond property use of origin 7 NO RELEASE 8 Other (explain in Comments) 9 Undetermined | | 11 Drum 12 Cylinder 13 Can or bottle 14 Carboy 15 Box or carton 16 Bag 21 Tank or silo (including vehicle cargo tanks) 22 Pipe 24 Machinery or process equipment 31 Sump/Pit 32 Pond or surface impoundment | | 11 Ground level 30 Above ground 40 Below ground 33 Well 41 Vehicular fuel tank 98 NO CONTAINER 99 Other (explain in Comments) 00 Undetermined | |
| CONTAINER MATERIAL CODES (4) | | CONTAINER CAPACITY (LBS., GAL., ETC.) | | | |
| 1 Iron and iron alloys 2 Aluminum and aluminum alloys 3 Copper and copper alloys 4 Plastic (includes fiberglass), rigid 5 Plastic, flexible 6 Wood, paper, and cellulose products 7 Glass 9 Other (explain in Comments) 0 Undetermined | | 55 Gal. | | | |
| REPORTING OFFICER NAME/RANK/I.D. NO. (PRINT OR TYPE) E. Jones/Sergeant/18227 | | | | DATE 07/27/2014 | COMMENTS ON ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

H MORE THAN TWO SUBSTANCES INVOLVED (LIST ADDITIONAL INFORMATION ON CHP 556)
 Yes No

I SPECIAL STUDIES - LOCAL USE SPECIAL STUDIES - STATE USE
 1. A B C D 2. A B C D 3. A B C D 4. A B C D 5. A B C D 6. A B C D

J HAZMAT IDENTIFICATION SOURCES (CHECK BEST DESCRIPTION(S)) HAZMAT CASUALTIES
 19 On-site fire services 58 Tox center 78 Shipping papers
 25 Private info source 59 Chemtrec 87 Computer software
 29 Off-site fire services 71 DOT manual 98 No reference material used
 40 On-site non-fire services 73 MSDS
 60 Off-site non-fire services 75 Placards/signs 99 Other
 54 Chemist
 Responding agency personnel 0 0 0
 Others 5 5 0

K VEHICLE MAKE/YEAR VEHICLE LICENSE NO. STATE VEHICLE I.D. NO. (VIN) CA/DOT/PUC/ICC NO. COMPANY NAME
 Kenworth/2013 WP24522 CA 1XKAAP8X2DR338369 CA4678 Mountain Valley Express Co. Inc.

M JUDICIAL DISTRICT BEAT NCIC NUMBER PLACARDS REQUIRED PHOTOGRAPHS
 Mono County 22 9820 Yes No Yes No
 MILEPOST INFORMATION TIME O.E.S. NOTIFIED TIME CALTRANS/COUNTY ROADS NOTIFIED
 500 Feet South of milepost MNO 74.5 07:31 07:06
 At intersection with
 Or .5 Miles Feet/miles North of Point Ranch

N CARRIER'S NAME PHONE NUMBER (INCLUDE AREA CODE)
 Mountain Valley Express Co. Inc. (209) 823-2168 Ext 1118

N ADDRESS (INCLUDE CITY, STATE AND ZIP CODE)
 1019 Bessemer Avenue, Manteca, California, 95336

O DRIVER'S NAME LICENSE NUMBER AND STATE PHONE NUMBER (INCLUDE AREA CODE)
 Gene L. Piccinni 0801262175/NV (775) 530-9867

O ADDRESS (INCLUDE CITY, STATE AND ZIP CODE)
 355 Ash Springs Court, Sparks, Nevada, 89436-5672

P Enter at least one of either the CHP, DOT, PUC, or ICC number.
 CHP NUMBER CA 4 6 7 8 PUC NUMBER T
 DOT NUMBER US 1 7 2 2 7 9 ICC NUMBER MC 1 4 7 6 4 0

If applicable, enter cargo tank specification number and/or at least one of the following:

Q CARGO TANK SPECIFICATION NUMBER
 1. CHP cargo tank registration number (CT...)
 2. DHS Waste Hauler Compliance Sticker number

R CITATION ISSUED OR COMPLAINT TO BE FILED OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
 Yes No Not determined Yes* No

R PRIMARY CAUSE OF INCIDENT DID WEATHER CONTRIBUTE TO EITHER CAUSE AND/OR SEVERITY OF INCIDENT?
 Violation 34506(b) VC/C.C.R. Section Yes* No

R Other Code violation AFTER ACTION REPORT REQUIRED? (REFER TO G.O. 100.79)
 Yes* No

R Other cause* COLLISION REPORT MADE? NUMBER
 Yes* No 2014-07-0035

S DATE AND TIME SCENE DECLARED SAFE BY WHOM (NAME, TITLE AND AGENCY)
 07/26/2014 19:45 Greg Miller, District Nine Acting Regional Manager, California Department of Transportation

S ROAD CLOSURE Alternative route--Hours: 11.5
 None Full--Hours: 11.5 Partial--Hours: 1.5

Complete narrative on CHP 556

T ELEMENTS (AS APPLICABLE): (IF MORE THAN ONE CARRIER OR MORE THAN THREE COMMODITIES ARE INVOLVED, INCLUDE ADDITIONAL INFORMATION IN NARRATIVE.)
 1. Sequence of events 3. Evacuation details 5. Cleanup actions 7. CHP personnel data--name, rank, I.D. no., function, exposure, hours
 2. Road closures 4. Environmental impact 6. Actions of other agencies

PREPARER'S NAME, RANK, AND I.D. NUMBER DATE REVIEWER'S NAME, RANK, AND I.D. NUMBER DATE
 E. Jones/Sergeant/18227 07/28/2014



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Assessor

TIME REQUIRED 20 minutes (5 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Bob Musil

SUBJECT Contract for Appraisal Services

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with Christopher Hansen pertaining to appraisal of Mammoth Mountain Ski Area.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Jim Leddy to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Maximum cost of \$60,000, which has been included in the recommended 2014/2015 budget.

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5510 / bmusil@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Chris Hansen Contract](#)
- [Chris Hansen Cost Estimate](#)

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 8/4/2014 1:44 PM | County Administrative Office | Yes |
| 8/6/2014 4:46 PM | County Counsel | Yes |
| 8/6/2014 5:13 PM | Finance | Yes |



Office of the Assessor COUNTY OF MONO

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5510 FAX (760) 932-5511

Bob Musil
Assessor

August 12, 2014

To: Mono County Board of Supervisors

From: Bob Musil, Assessor

Subject: Approval of Contract for Appraisal Work Related to Mammoth Mountain Ski Area

DISCUSSION: Mammoth Mountain Ski Area has filed assessment appeals for the 2012/2013 and 2013/2014 assessment years, and we anticipate that they will appeal the 2014/2015 assessment as well. These appeals cover the Mammoth Mountain Ski area and some related properties, but they do not include the June Mountain Ski Area at this time.

The Assessor's Office is proposing to have Christopher Hansen, MAI (Member, Appraisal Institute) handle the assessment appeals on behalf of the Assessor's Office. Mr. Hansen was responsible for the appraisal of these properties following the sale of the business in December of 2005, and provided the valuation of the properties for the 2012/2013 assessment, which is the focal point of these appeals. In that sense, this is a continuation of work that has already been performed for the County.

As part of the discussion of the terms of this proposed contract, Mr. Hansen provided the Assessor with an estimated breakdown of the time and expenses required to perform all necessary work, a copy of which is attached. The specific work to be performed is as follows:

2012/2013 – Market value has already been determined

- Prepare a narrative appraisal report suitable for submission to the Assessment Appeals Board
- Testify before the Assessment Appeals Board regarding the valuation methodology, if necessary

2013/2014

- Physically inspect the parcels in question
- Determine the market value of the properties
- Prepare a narrative appraisal report suitable for submission to the Assessment Appeals Board
- Testify before the Assessment Appeals Board regarding the valuation methodology, if necessary

2014/2015 – This work is tentative, based on the anticipation that appeals will be filed

- Physically inspect the parcels in question
- Determine the market value of the properties
- Prepare a narrative appraisal report suitable for submission to the Assessment Appeals Board

- Testify before the Assessment Appeals Board regarding the valuation methodology, if necessary

We are including the 2014/2015 valuation in our request, even though an appeal has not yet been filed. In this manner we should not need to return with an additional funding request later, and we will be able to attempt to resolve all issues at the same time. Please note that this is not a fixed-price contract, it is based on time and expenses. We will only be paying for actual work performed. If the 2014/2015 work is not necessary, there will be no charge to the County.

FISCAL IMPACT: This contract calls for a maximum payment to Mr. Hansen of \$60,000. This money has been approved in the tentative budget.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Bob Musil", with a stylized flourish at the end.

Bob Musil, Assessor

**AGREEMENT BETWEEN COUNTY OF MONO
AND CHRISTOPHER HANSEN
FOR THE PROVISION OF APPRAISAL/ASSESSMENT AND
RELATED CONSULTING SERVICES
FOR THE COUNTY ASSESSOR**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") has the need for the services of Christopher Hansen of Salt Lake City, Utah (hereinafter referred to as "Contractor") in connection with the appraisal and assessment of real property taxes by the Mono County Assessor, and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, appraisal/assessment consulting and expert witness services with respect to real property tax assessment and/or appeals of such assessments involving certain taxable real property interests in Mammoth Mountain Ski Area. Requests by the County to the Contractor to perform under this Agreement will be made by the County Assessor, or his designee. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the Assessor's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum or maximum level or amount of services or work will be requested of the Contractor under this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from August 01, 2014 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

- A. Compensation. The County shall pay Contractor in accordance with the Fee Schedule set forth in Attachment A, which is incorporated herein by reference.
- B. Travel, Per Diem, and other Expenses. Contractor will be paid or reimbursed for travel, meals, and other expenses which Contractor incurs in providing services and work requested by the County under this Agreement in accordance with Attachment A.

- C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor 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. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement (and billed on an hourly basis) shall not exceed sixty thousand dollars (\$60,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit. This paragraph does not obligate or guarantee that contractor will be able to produce a finished work product or specific quantity of services within the contract limit.
- E. Billing and Payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, the County shall make payment to Contractor on the last day of the month.
- F. Federal and State Taxes.
- (1) County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
 - (2) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Section 1 above (scope of work) which are requested by the County Assessor. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his schedule, will coordinate with the County Assessor to insure that all services and work requested by the County Assessor under this Agreement will be performed within the time frame set forth by the County Assessor.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Section 1 above (scope of work) must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform services under this Agreement. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County will supply work space and clerical support in Bridgeport when and as needed by Contractor with respect to the services performed under this Agreement. Otherwise, the Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide such services. Except as may otherwise be set forth in Attachment A, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

8. WORKERS' COMPENSATION.

Contractor shall comply with any worker's compensation insurance requirements specified by Utah or California law (if applicable), in the legally required amount, for all Contractor's employees utilized in providing work and services pursuant to this Agreement. Contractor, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage if requested by County. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

- A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.
- B. Automobile/Aircraft/Watercraft Liability Insurance. Contractor shall provide Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. This coverage may be waived by Risk Management in writing if it is determined there is no significant exposure to these risks.
- C. Professional Errors and Omissions Liability Insurance. Contractor shall provide Professional Errors and Omission Liability Insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in

Section 1 above (Scope of Work). No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION.

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) days written notice of such intent to terminate.

15. ASSIGNMENT.

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY.

Pursuant to the requirements of Revenue and Taxation Code section 674, and in addition to any provision in the Real Estate Appraisers' Licensing and Certification Law (Part 3 commencing with section 11300 of Division 4 of the Business and Professions Code), Contractor shall maintain the confidentiality of all records, information and data in any form or description related to any assessee that is obtained in performance of this Agreement, in accordance with the provisions of Sections 408, 451, and 481 of the Revenue and Taxation Code. Contractor shall provide all appraisal services, advice, and representation under this Agreement exclusively to the County Assessor. All records, information, and data obtained by Contractor in the performance of this Agreement shall become the property of the County and shall be retained by the Office of the County Assessor. Contractor shall take all necessary steps to protect the confidentiality of all records, data, and information relating to the assessee and made available to the Contractor in order to perform this Agreement, and shall not disclose or make accessible to any person or entity other than the County Assessor or his designee any such records, data, or information.

Contractor shall execute this protection and purge all confidential information by doing all of the following:

- Making all requests for information and records from a taxpayer through the County Assessor.
- Never show, discuss, or provide appraisal data or taxpayer information or records in Contractor's possession to anyone other than the County Assessor or his designee.
- In the event it is determined by the Assessor and Contractor that it is necessary for the Contractor to discuss any related matter with the taxpayer directly, the Contractor will first discuss the matter with the Assessor.
- Purging and returning to the County Assessor all information contained in, or derived from, the assessee's confidential information and records (whether electronically stored, provided by the County Assessor, or obtained from the taxpayer) within 90 days after the conclusion, termination, or nonrenewal of this Agreement.
- Upon the expiration or termination of this Agreement, provide a written declaration, executed under the penalty of perjury, to the County Assessor stating that the Contractor has complied with the confidentiality provision of this Agreement.

The failure of Contractor to abide by and perform these confidentiality requirements may be considered a material breach of this Agreement and may be cause for termination of this Agreement

19. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. 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.

24. NOTICE.

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

County of Mono
Bob Musil, Assessor
P. O. Box 456
Bridgeport, CA 93517

Contractor:
Christopher Hansen
7396 South Union Park Ave., Suite 301
Salt Lake City, UT 84047

25. 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 is in writing executed by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2014.

COUNTY OF MONO

CONTRACTOR

By: _____
Jim Leddy, County Administrative Officer

By: _____
Christopher Hansen

Taxpayer's Identification
or Social Security Number:

APPROVED AS TO FORM:



Deputy County Counsel

APPROVED FOR RISK MANAGEMENT:

Bill Van Lente, Risk Management

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND CHRISTOPHER HANSEN FOR THE PROVISION OF APPRAISAL/ASSESSMENT AND RELATED CONSULTING SERVICES FOR THE COUNTY ASSESSOR

TERM:

FROM: August 01, 2014 to July 30, 2016

SCHEDULE OF FEES

Billings for appraisal, assessment consulting, and expert witness services will be on an hourly basis where appropriate and will be according to the following fee schedule. Other expenses will be passed on according to their cost.

- Consultant/appraisal assessment work at \$170.00 per hour.
- Expert witness fees at \$170.00 per hour.
- Travel hours will be billed from Salt Lake City to Bridgeport or Mammoth (or such other destination as may be mutually designated by the parties) at \$70.00 per hour.
- Travel expenses shall be based on actual costs for coach or economy class airfare, rental cars, lodging, etc. Meal reimbursement (while traveling) will be based on County employee per diem rates: \$12.00 for breakfast; \$12.00 for lunch; and \$25.00 for dinner.
- Vehicle mileage will be billed at \$0.56 per mile.
- Telephone, fax, photocopies, and mailing expenses will be billed at cost.
- The total sum of all payments made by the County to Contractor for services and work performed under this Agreement (and billed according to the above terms) shall not exceed sixty thousand dollars (\$60,000).

| Fee Estimate - Mammoth Appraisals & Appeal Hearings | | | | | | | | | |
|--|---------------|--------------------|-------------------|---------------------------|---------------------|-------------------------------|------------------|------------------------|-------------------|
| Item | Total Hours | | | | Direct Expense | | | | |
| | | Appraisal Work | Witness/ Review | Travel Hours | Meals | | | Vehicle Miles | All Other Items |
| | | \$170/hr | \$170/hr | \$70/hr | Breakfast \$12/meal | Lunch \$12/meal | Dinner \$25/meal | \$0.445/Mile | At Cost |
| Inspection | 40.00 | 24.00 | - | 16.00 | 3.00 | 3.00 | 3.00 | 100.00 | * 1,250.00 |
| 2012 Valuation - Write Report | 80.00 | 80.00 | - | - | - | - | - | - | - |
| 2013 Valuation - Analysis | 60.00 | 60.00 | - | - | - | - | - | - | - |
| 2013 Valuation - Write Report | 40.00 | 40.00 | - | - | - | - | - | - | - |
| 2014 Valuation - Analysis | 40.00 | 40.00 | - | - | - | - | - | - | - |
| 2014 Valuation - Write Report | 40.00 | 40.00 | - | - | - | - | - | - | - |
| Hearing | 24.00 | - | 8.00 | 16.00 | 3.00 | 3.00 | 3.00 | 100.00 | * 1,250.00 |
| Hearing | 24.00 | - | 8.00 | 16.00 | 3.00 | 3.00 | 3.00 | 100.00 | * 1,250.00 |
| - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - |
| Total Units | 348.00 | 284.00 | 16.00 | 48.00 | 9.00 | 9.00 | 9.00 | 300.00 | |
| Total Fee | | \$48,280.00 | \$2,720.00 | \$3,360.00 | \$108.00 | \$108.00 | \$225.00 | \$133.50 | \$3,750.00 |
| | | | | Total Hourly Fees: | \$54,360 | Total Direct Expenses: | | | \$4,325 |
| | | | | | | | | Total Estimate: | \$58,685 |

*Air-fair, car-rental, lodging, parking, etc.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Assessor

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Bob Musil

SUBJECT Joint Powers Agreement for Online Forms Posting

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Joint Powers Agreement for creation and web hosting of electronic forms.

RECOMMENDED ACTION:

Authorize County to enter into proposed Joint Powers Agreement. Provide any necessary direction to staff.

FISCAL IMPACT:

Annual maintenance costs of \$100-\$200, included in budget. Offsetting savings in staff time.

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5510 / bmusil@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[E-Forms Joint Powers Agreement](#)

History

Time

Who

Approval

| | | |
|------------------|------------------------------|-----|
| 8/4/2014 1:44 PM | County Administrative Office | Yes |
| 8/6/2014 4:57 PM | County Counsel | Yes |
| 8/6/2014 5:07 PM | Finance | Yes |

Joint Powers Agreement (JPA)
For
e-Forms Development Management and Administration
and Year to Year Support

Document Control Date: March 1, 2013

JOINT POWERS AGREEMENT (JPA)

FOR e-Forms Development, Management and Administration

(Document Control March 1, 2013)

THIS Joint Powers Agreement, titled the “e-Forms Network Group Agreement” (hereinafter “Agreement”), is effective March 1, 2013, by, between, and among the undersigned California counties and the Board of Equalization (BOE), for the purposes of collecting, storing, and maintaining data necessary to the assessment functions.

WHEREAS:

- (1) Title 1, Division 7, Chapter 5, Article 1 of the California Government Code establishes a procedure for the exercise of powers common to the contracting parties where those parties are within the definition of the term “public agency”; and
- (2) The parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment functions performed by the California County Assessors (“Participating Assessors”), each of which is an officer and agent of his or her respective county; and if the BOE participates in this Agreement, the “Participating Parties”
- (3) Under the provisions of Revenue and Taxation (“R&T”) Code Sections 441-454 and 480-484, a county assessor has authority to gather confidential information from property owners necessary and relevant to the determination of the fair market value of property for purposes of property taxation within that assessor’s county; and
- (4) The parties have agreed to enter into this Agreement to gather and distribute formatted data, through electronic media, based on relevant BOE and Assessor approved forms; to share in the development and ownership of the common data handling facility for purposes of property tax assessment and administration; and to share the associated costs and liabilities directly related to this purpose, among the parties on a proportionate basis as set forth herein below so that no party’s liability is increased by this project; and
- (5) e-Forms data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor’s data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481; and
- (6) By this Agreement, the parties do not intend to create an agency or entity separate from the parties themselves.

NOW, THEREFORE, in consideration of the mutual promises of performance set forth herein, the parties agree as follows:

1. TERM. The term of this Agreement is from March 1, 2013 through and including June 30, 2016, a period of 40 months. However, for funding consideration this is a year-to-year agreement and is based on the availability of funds from the participating jurisdictions. This agreement may be continued based on the consent of the Participating Parties for one (1) additional year. After this initial period this agreement will be reviewed and adjusted as necessary to recognize the permanent and annual business of using forms and e-Forms to collect and handle information and data.

2. ADMINISTRATION.
 - a. This Agreement shall be administered by the Coordinating Assessor. The Participating Parties, by majority vote, shall select and designate the Coordinating Assessor. The Coordinating Assessor shall be responsible for obtaining a provider for the following services: development of a data gathering facility, servers, software, programs, reports, testing or other device(s) for the collection, term storage, backup, upload, download, and security of data records related to, but not limited to, the BOE forms; coordination and performance of work to support the collection device(s); review, evaluation and proposal of system software and hardware to assist the Participating Parties to meet the objectives of the Agreement; preparation of a report detailing the results of their work at least annually, but quarterly for the first year; development and distribution of communication links for the distribution of the data related to each Participating Parties. In obtaining a provider for these services, the Coordinating Assessor shall comply with all applicable state procurement laws as well as all procurement policies adopted by the Board of Supervisors in the Coordinating Assessor's county.

 - b. The participating parties recognize that the costs associated with this agreement are shared costs approximately according to current e-Forms volume as detailed in Exhibit A. The participating parties further acknowledge that they are paying for the use of the e-Forms product through a cost structure related to development and support costs.

 - c. The BOE and the California Assessor's Association (CAA) forms committee are coordinating participants in this Agreement.

3. PAYMENT FOR PERFORMANCE. The Coordinating Assessor is authorized to dedicate the following funds as compensation to the provider of services under this Agreement:
- a. System Hardware and Software – not to exceed \$15,000
This is a one-time cost.
 - b. e-Form Software Development – up to \$335,000
This is a one-time cost.
 - and the combined costs of “a.” and “b.” not to exceed \$350,000
 - c. Annual System Operation costs – not to exceed (TBD)
This is a recurring annual cost.

Nothing in this Agreement shall limit or prohibit the ability of a Participating Party from receiving extra data support services that are beyond the scope of this Agreement. A Participating Party, and his or her respective jurisdiction, who obtains extra data support services (rate sheet services) that may be related to but are beyond the scope of this Agreement shall be solely responsible for the payment of such extra work.

4. PARTICIPATING PARTIES’ SHARE OF COSTS. The respective development and ongoing support share of the costs of services under this Agreement to be paid by the Participating Parties’ jurisdiction is as follows:
- a. Development Costs: As provided for in Exhibit A under “e-Forms Development Cost Sharing Allocation Plan.”
 - b. Ongoing/annual systems support and services costs: For the first year, as provided in Exhibit A under “Annual Costs” and as provided under Section 4(e). For subsequent years, as provided in Section 4(e).
 - c. Each Participating Party shall deposit his or her Jurisdictions’ invoiced share of the total development and first year’s annual support costs of this Agreement, in a project account to be established in the name of Coordinating Assessor, within thirty (30) days of the effective date of this Agreement. Disbursements from this account shall be made only with the approval of the Coordinating Assessor, and as the development work is completed and approved by the Coordinating Assessor (Progress Payments). Should there be any remaining funds from the development costs, these funds would roll over to be a part of the annual systems support and services cost funds. The Coordinating Assessor shall return any remaining principal and any accrued interest in the account upon completion of the term and the services to be rendered under this Agreement, in excess of account fees, to the Participating Parties’ Jurisdiction in proportion to the amount each contributed.

- d. The Coordinating Assessor shall provide to the Participating Parties copies of all billings submitted by and all payments made to any provider of services under this Agreement. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Coordinating Assessor.
 - e. The annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the e-Forms will be reviewed by the Coordinating Assessor, shared with Participating Parties, and adjusted annually as provided for in Exhibit B. Each party will be responsible for any annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the e-Forms in the same proportion as its share of the Annual Costs listed in Exhibit A.
5. RECORDS RETENTION. The individual e-Forms data (the “assessor records”) shall be stored on-line for a term of three (3) years, and each Participating Party will provide notice to the Coordinating Assessor in year three (3) to establish a single procedure with input from the Participating Assessors for the disposition of these records. This section shall survive the termination of this Agreement.
6. ASSESSOR RECORDS.
- a. Data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor’s data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481.
 - b. The Coordinating Assessor shall require that any provider of services contemplated by this Agreement shall agree that records, data, information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.
7. TERMINATION. Any party hereto may withdraw from this Agreement upon giving sixty (60) days written notice to each of the other parties hereto. The Participating Parties recognize that the obligations and debts under this Agreement are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The withdrawing party shall not be entitled to a refund or credit for any sums paid under this Agreement. As to the impact on the distribution of annual costs, the Participating Parties may adjust or redistribute these costs as prescribed by Exhibit B. Notwithstanding the Agreement term

stated in Section 1 hereof, the addition or deletion of any party to this Agreement shall not affect this Agreement nor the intent to contract as described above with the other parties to the Agreement then remaining.

8. INDEMNIFICATION.

- a. Except as provided in Section 8(b) of this Agreement, in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities, incurred by a party shall not be shared pro rata, but instead the parties agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. Except as provided in Section 8(b), no party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto or any provider of services, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. It is further understood and agreed the indemnification herein extends to and includes liability of the parties for private attorney general fee awards and liability which arise by operation of law as the result of any act, omission or occurrence related to this Agreement, or which arise from the work performed relative to this Agreement.
- b. For any claim, expense, cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions of the Coordinating Assessor, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared by the Participating Parties in the same proportion to each party's cost contribution as set forth in Section 4 of this Agreement.
- c. Should the legality of this Agreement be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the Participating Parties share of the cost contribution as set forth in Section 4 of this Agreement.

9. COOPERATION OF PARTIES. The Participating Parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this Agreement. In connection with this Agreement, the parties

agree to provide any data, information, and documentation reasonably necessary to the performance of this Agreement.

10. MODIFICATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on any of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.
11. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.
12. REVIEW FOR LEGAL ADEQUACY. Each party to this Agreement acknowledges and agrees that this Agreement has been reviewed by each party's respective legal counsel for legal adequacy.
13. WAIVER. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by any party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of any party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.
14. SEVERABILITY PROVISION. If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
15. SIGNATURE IN COUNTERPARTS. This Agreement may be executed in counterparts by all parties. The Agreement is effective as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

(Participating Assessors Signature Page Following)

PARTICIPATING ASSESSORS
(Signatures – Reference Section 15, Page 6)

| | | | |
|-----|------------------------|-----|---------------------|
| By: | County of Alameda | By: | County of Alpine |
| By: | County of Amador | By: | County of Butte |
| By: | County of Calaveras | By: | County of Colusa |
| By: | County of Contra Costa | By: | County of Del Norte |
| By: | County of El Dorado | By: | County of Fresno |
| By: | County of Glenn | By: | County of Humboldt |
| By: | County of Imperial | By: | County of Inyo |
| By: | County of Kern | By: | County of Kings |
| By: | County of Lake | By: | County of Lassen |
| By: | County of Los Angeles | By: | County of Madera |

Participating Assessors (Continued)
(Signatures – Reference Section 15, Page 6)

| | |
|------------------------------------|--|
| By: _____ County of Marin | By: _____ County of Mariposa |
| By: _____ County of Mendocino | By: _____ County of Merced |
| By: _____ County of Modoc | By: _____ County of Mono |
| By: _____ County of Monterey | By: _____ County of Napa |
| By: _____ County of Nevada | By: _____ County of Orange |
| By: _____ County of Placer | By: _____ County of Plumas |
| By: _____ County of Riverside | By: _____ County of Sacramento |
| By: _____ County of San Benito | By: _____ County of San Bernardino |
| By: _____ County of San Diego | By: _____ County of San Francisco |
| By: _____ County of San Joaquin | By: _____ County of San Luis Obispo |

Participating Assessors (Continued)
(Signatures – Reference Section 15, Page 6)

| | | | |
|-----|-----------------------|-----|-------------------------|
| By: | County of San Mateo | By: | County of Santa Barbara |
| By: | County of Santa Clara | By: | County of Santa Cruz |
| By: | County of Shasta | By: | County of Sierra |
| By: | County of Siskiyou | By: | County of Solano |
| By: | County of Sonoma | By: | County of Stanislaus |
| By: | County of Sutter | By: | County of Tehama |
| By: | County of Trinity | By: | County of Tulare |
| By: | County of Tuolumne | By: | County of Ventura |
| By: | County of Yolo | By: | County of Yuba |

BOE
(Signatures – Reference Section 15, Page 6)

By:

Name and Title for the BOE

EXHIBIT A

e-Forms DEVELOPMENT COST SHARING ALLOCATION PLAN (ESTIMATES)

| | COUNTY # | COUNTY | Total Roll Units | % of Total | Proposed Costs 1st Year | Proposed Costs 2nd Year | Proposed Costs 3rd Year | Annual Cost Estimate |
|----------------|----------|-----------------|-------------------|---------------|-------------------------|-------------------------|-------------------------|----------------------|
| 1 | 19 | Los Angeles | 2,774,973 | 20.9% | \$ 23,600 | \$ 23,600 | \$ 13,900 | |
| 2 | 30 | Orange | 1,081,026 | 8.1% | \$ 9,700 | \$ 9,700 | \$ 5,800 | |
| 3 | 37 | San Diego | 1,060,371 | 8.0% | \$ 9,200 | \$ 9,200 | \$ 5,300 | |
| 4 | 33 | Riverside | 942,644 | 7.1% | \$ 8,300 | \$ 8,300 | \$ 4,400 | |
| 5 | 36 | San Bernadino | 820,494 | 6.2% | \$ 7,000 | \$ 7,000 | \$ 3,800 | |
| 6 | 43 | Santa Clara | 545,413 | 4.1% | \$ 4,400 | \$ 4,400 | \$ 2,500 | |
| 7 | 34 | Sacramento | 509,286 | 3.8% | \$ 4,100 | \$ 4,100 | \$ 2,400 | |
| 8 | 01 | Alameda | 485,408 | 3.7% | \$ 4,000 | \$ 4,000 | \$ 2,400 | |
| 9 | 15 | Kern | 422,080 | 3.2% | \$ 3,500 | \$ 3,500 | \$ 1,900 | |
| 10 | 07 | Contra Costa | 405,526 | 3.1% | \$ 3,300 | \$ 3,300 | \$ 1,900 | |
| 11 | 56 | Ventura | 302,395 | 2.3% | \$ 2,400 | \$ 2,400 | \$ 1,400 | |
| 12 | 10 | Fresno | 302,314 | 2.3% | \$ 2,400 | \$ 2,400 | \$ 1,400 | |
| 13 | 38 | San Francisco | 288,136 | 2.2% | \$ 2,400 | \$ 2,400 | \$ 1,400 | |
| 14 | 41 | San Mateo | 237,434 | 1.8% | \$ 1,800 | \$ 1,800 | \$ 900 | |
| 15 | 39 | San Joaquin | 233,391 | 1.8% | \$ 1,800 | \$ 1,800 | \$ 900 | |
| 16 | 49 | Sonoma | 218,210 | 1.6% | \$ 1,800 | \$ 1,800 | \$ 900 | |
| 17 | 40 | San Luis Obispo | 184,656 | 1.4% | \$ 1,300 | \$ 1,300 | \$ 600 | |
| 18 | 50 | Stanislaus | 179,454 | 1.4% | \$ 1,300 | \$ 1,300 | \$ 600 | |
| 19 | 31 | Placer | 172,209 | 1.3% | \$ 1,300 | \$ 1,300 | \$ 600 | |
| 20 | 48 | Solano | 154,390 | 1.2% | \$ 1,100 | \$ 1,100 | \$ 600 | |
| 21 | 42 | Santa Barbara | 148,253 | 1.1% | \$ 1,100 | \$ 1,100 | \$ 600 | |
| 22 | 27 | Monterey | 148,126 | 1.1% | \$ 1,100 | \$ 1,100 | \$ 600 | |
| 23 | 09 | El Dorado* | 141,543 | 1.1% | \$ 1,100 | \$ 1,100 | \$ 600 | |
| 24 | 21 | Marin | 107,566 | 0.8% | \$ 700 | \$ 700 | \$ 600 | |
| 25 | 04 | Butte | 107,297 | 0.8% | \$ 700 | \$ 700 | \$ 600 | |
| 26 | 44 | Santa Cruz | 106,841 | 0.8% | \$ 700 | \$ 700 | \$ 600 | |
| 27 | 45 | Shasta | 105,903 | 0.8% | \$ 700 | \$ 700 | \$ 600 | |
| 28 | 24 | Merced | 94,628 | 0.7% | \$ 500 | \$ 500 | \$ 500 | |
| 29 | 12 | Humboldt | 83,364 | 0.6% | No Response | No Response | No Response | |
| 30 | 13 | Imperial | 82,895 | 0.6% | \$ 500 | \$ 500 | \$ 400 | |
| 31 | 57 | Yolo | 67,049 | 0.5% | \$ 300 | \$ 300 | \$ 300 | |
| 32 | 29 | Nevada | 64,429 | 0.5% | \$ 300 | \$ 300 | \$ 300 | |
| 33 | 23 | Mendocino* | 63,787 | 0.5% | \$ 300 | \$ 300 | \$ 300 | |
| 34 | 20 | Madera | 63,410 | 0.5% | \$ 300 | \$ 300 | \$ 300 | |
| 35 | 16 | Kings | 58,123 | 0.4% | \$ 300 | \$ 300 | \$ 300 | |
| 36 | 28 | Napa | 57,915 | 0.4% | \$ 300 | \$ 300 | \$ 300 | |
| 37 | 05 | Calaveras | 48,838 | 0.4% | \$ 200 | \$ 200 | \$ 200 | |
| 38 | 47 | Siskiyou | 48,109 | 0.4% | \$ 200 | \$ 200 | \$ 200 | |
| 39 | 55 | Tuolumne | 42,685 | 0.3% | \$ 200 | \$ 200 | \$ 200 | |
| 40 | 51 | Sutter | 41,514 | 0.3% | \$ 200 | \$ 200 | \$ 200 | |
| 41 | 52 | Tehama | 36,499 | 0.3% | \$ 200 | \$ 200 | \$ 200 | |
| 42 | 58 | Yuba | 31,915 | 0.2% | \$ 200 | \$ 200 | \$ 200 | |
| 43 | 25 | Modoc | 28,743 | 0.2% | \$ 200 | \$ 200 | \$ 200 | |
| 44 | 03 | Amador | 26,696 | 0.2% | \$ 200 | \$ 200 | \$ 200 | |
| 45 | 18 | Lassen | 24,965 | 0.2% | \$ 200 | \$ 200 | \$ 200 | |
| 46 | 35 | San Benito | 21,530 | 0.2% | \$ 200 | \$ 200 | \$ 100 | |
| 47 | 26 | Mono* | 20,547 | 0.2% | \$ 200 | \$ 200 | \$ 100 | |
| 48 | 14 | Inyo | 20,415 | 0.2% | \$ 200 | \$ 200 | \$ 100 | |
| 49 | 08 | Del Norte | 16,403 | 0.1% | \$ 200 | \$ 200 | \$ 100 | |
| 50 | 06 | Colusa | 15,828 | 0.1% | \$ 200 | \$ 200 | \$ 100 | |
| 51 | 53 | Trinity* | 15,672 | 0.1% | \$ 200 | \$ 200 | \$ 100 | |
| 52 | 22 | Mariposa | 14,757 | 0.1% | \$ 200 | \$ 200 | \$ 100 | |
| 53 | 46 | Sierra | 4,950 | 0.0% | \$ 200 | \$ 200 | \$ 100 | |
| 54 | 32 | Plumas | 1,216 | 0.0% | \$ 200 | \$ 200 | \$ 100 | |
| 55 | 02 | Alpine | No Response | N/A | \$ 200 | \$ 200 | \$ 200 | |
| 56 | 11 | Glenn | No Response | N/A | \$ 200 | \$ 200 | \$ 200 | |
| 57 | 17 | Lake | No Response | N/A | \$ 200 | \$ 200 | \$ 200 | |
| 58 | 54 | Tulare | No Response | N/A | \$ 200 | \$ 200 | \$ 200 | |
| TOTALS: | | | 13,282,221 | 100.0% | \$ 108,000 | \$ 108,000 | \$ 64,000 | TBD |

| PROPOSED ALLOCATION: | ASSESSORS | BOE | TOTAL |
|---------------------------|-------------------|------------------|-------------------|
| TOTAL FIRST YEAR COSTS**: | \$ 108,000 | \$ 27,000 | \$ 135,000 |
| TOTAL SECOND YEAR COSTS: | \$ 108,000 | \$ 27,000 | \$ 135,000 |
| TOTAL THIRD YEAR COSTS: | \$ 64,000 | \$ 16,000 | \$ 80,000 |
| | \$ 280,000 | \$ 70,000 | \$ 350,000 |

* Roll Units from prior year report
** Includes hardware: \$15,000

Source: BOE Workload Statistics 2010/11 (LTA 2012/013)
Revised: 5/03/2013

**ATTACHMENT TO EXHIBIT A
e-Forms DEVELOPMENT SCOPE of WORK (OVERVIEW)**

Phase 1 (by 1st Quarter 2014)

Smart PDFs

- Initial Planning & Analysis
- Website Fundamentals – Design & Setup
- Website Database Basics
- Website Construction
- Website Intelligence – Business Rules & Logic
- Create Smart fillable PDFs
- Create Smart county header customization
- Quality review, testing and implementation by January 2014.

Phase 2 (by 1st Quarter 2015)

Online HTML Forms

- Planning, Analysis & Design
- Website online forms framework
- Website Database expansion to collect and distribute HTML forms data
- Website HTML forms construction
- Website adjustments – UI, business rules, logic
- HTML to PDF conversion engine
- Develop format for standard data record

Phase 3 (by 1st Quarter 2016)

County Interfaces Framework

- Provided structure for counties to download data streams for each online HTML form
- Website Database expansion to support county data storage, inquires, dashboard and reports
- Website UI – county forms management, taxpayers & systems administration
- Website county interface adjustments
- Encryption of remaining four (4) forms with social security numbers

EXHIBIT B

COST(S) ADJUSTMENTS PARTICIPATING PARTIES

This Cost(s) Agreement Exhibit is for the development services of e-Forms, and for designating the year-to-year support services specifically related to the purposes of the overall e-Forms Agreement.

This exhibit may be used to amend or adjust these costs subject to the provisions as provided in the Agreement.

- A. ADJUSTMENT AND/OR ENHANCEMENT COSTS: (Shared Costs)
- B. RATE SHEET SERVICES: (If provided for by the agreement)
- C. ANNUAL ASP SERVICES: (Shared Costs)

**e-Forms Master List
With Phase I and II Revision Dates**

| Form # | 2013 | | 2014 | | 2015 | |
|---|-----------|-------|-----------|------|----------|------|
| | Rev # | Date | Rev # | Date | Rev # | Date |
| Phase I | | | | | | |
| 58-AH | 15 | 6/11 | 16 | 5/14 | | |
| 60-AH | 15 | 5/13 | | | | |
| 60-NR | 3 | 2/08 | | | | |
| 62 | 14 | 5/13 | | | | |
| 62-A | 4 | 8/10 | | | | |
| 63 | 3 | 2/08 | | | | |
| 236 | 6 | 5/12 | | | | |
| 236-A | 9 | 5/12 | | | | |
| 261-D | 2 | 8/10 | | | | |
| 261-G | 22 | 5/13 | 23 | 5/14 | | |
| 262-AH | 7 | 5/12 | 8 | 5/14 | | |
| 263 | 11 | 5/12 | | | | |
| 263-A | 6 | 6/12 | | | | |
| 264-AH | 10 | 5/12 | 11 | 5/14 | | |
| 266 | 11 | 5/12 | 12 | 5/14 | | |
| 267 | 13 | 5/12 | | | | |
| 267-A | 15 | 5/13 | | | | |
| 267-H | 8 | 6/11 | | | | |
| 267-H-A | 1 | 6/11 | | | | |
| 267-L | 13 | 1/12 | | | | |
| 267-L1 | 10 | 6/11 | | | | |
| 267-L-A | 1 | 6/11 | | | | |
| 267-R | 7 | 6/11 | | | | |
| 267-S | 11 | 5/12 | | | | |
| 268-A | 8 | 5/12 | 10 | 5/14 | | |
| 268-B | 9 | 5/12 | 10 | 5/14 | | |
| 269-AH | 10 | 6/11 | | | | |
| 502-A | 12 | 5/13 | | | | |
| 502-AH | 15 | 5/13 | | | | |
| 502-D | 7 | 5/13 | 8 | 5/14 | | |
| 502-G | 5 | 11/11 | | | | |
| 502-P | 2 | 5/11 | | | | |
| 566-D | 8 | 8/10 | 9 | 7/14 | | |
| 566-F | 7 | 2/11 | | | | |
| 566-J | 6 | 8/06 | | | | |
| 566-K | 8 | 8/10 | | | | |
| 567-D | 6 | 8/06 | | | | |
| 567-K | 7 | 8/07 | | | | |
| FC01 | 1 | 4/13 | | | | |
| FC02 | 1 | 4/13 | | | | |
| 58-G | 13 | 6/11 | 14 | 5/14 | | |
| 58-H | 1 | 12/12 | | | | |
| 63-A | 3 | 2/08 | | | | |
| 64 | 10 | 2/14 | | | | |
| 64-SES | 2 | 5/12 | | | | |
| 65-CP | 2 | 8/07 | | | | |
| 65-P | 4 | 6/11 | | | | |
| 65-PT | 6 | 1/12 | | | | |
| 68 | 5 | 8/07 | | | | |
| 237 | 3 | 2/08 | | | | |
| 237-A | 3 | 2/08 | | | | |
| 540-S | 6 | 8/06 | | | | |
| 560-A | 5 | 8/06 | | | | |
| 560-B | 6 | 8/06 | | | | |
| 560-C | 7 | 8/06 | | | | |
| Total Phase I Form Revisions | 55 | | 10 | | 0 | |

| Form # | 2013 | | 2014 | | 2015 | |
|--|-----------|------|----------|------|----------|------|
| | Rev # | Date | Rev # | Date | Rev # | Date |
| Phase II | | | | | | |
| 121 | 2 | 1/10 | | | | |
| 231-AH | 18 | 5/13 | 19 | 5/14 | | |
| 260 | 9 | 6/11 | | | | |
| 260-A | 9 | 6/11 | | | | |
| 260-B | 13 | 6/11 | | | | |
| 261 | 9 | 8/06 | | | | |
| 261-GNT | 22 | 8/13 | 23 | 5/14 | | |
| 263-B | 2 | 6/11 | | | | |
| 263-C | 2 | 6/14 | | | | |
| 265 | 10 | 5/13 | | | | |
| 265-NT | 9 | 5/13 | 10 | 5/14 | | |
| 266-E | 1 | 6/11 | | | | |
| 270-AH | 5 | 8/10 | | | | |
| 305-A | 2 | 8/09 | | | | |
| 571-C | 16 | 5/13 | 17 | 5/14 | | |
| 571-F2 | 4 | 8/06 | | | | |
| 571-J1 | 6 | 8/06 | | | | |
| 571-J | 6 | 8/06 | | | | |
| 571-K | 7 | 8/06 | | | | |
| 571-M | 6 | 8/06 | | | | |
| 571-RW | 5 | 8/06 | | | | |
| 269-FIR | 2 | 3/08 | | | | |
| 570-FO-1 | 2 | 1/08 | | | | |
| 570-FO-2 | 2 | 1/08 | | | | |
| 576-D | 49 | 5/13 | | | | |
| 576-E | 7 | 9/08 | | | | |
| 577 | 3 | 8/10 | 4 | 5/14 | | |
| 577-A | 2 | 8/09 | | | | |
| 901-V | 1 | 8/09 | | | | |
| Total Phase II Form Revisions | 29 | | 5 | | 0 | |

*** BOE Note dated June 25, 2014**

BOE-305-A, Informal Assessment Review. BOE says no county is using this form. The CAA Forms Subcommittee is working toward developing a standardized Informal Review/Decline in Value Review form for the e-forms filing project. We may drop this form.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

Departments: Assessor

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD** Bob Musil

SUBJECT Presentation of 2014/2015
Assessment Roll

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Bob Musil regarding 2014/2015 Annual Assessment Roll.

RECOMMENDED ACTION:

No action required. Informational presentation only.

FISCAL IMPACT:

None.

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5510 / bmusil@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Roll Presentation Staff Report](#)
 - [Report of Assessed Values](#)
 - [Workload Statistics](#)
 - [Values by Community](#)
-

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 8/4/2014 1:43 PM | County Administrative Office | Yes |
| 8/6/2014 5:02 PM | County Counsel | Yes |
| 7/31/2014 11:15 AM | Finance | Yes |



**Office of the Assessor
COUNTY OF MONO**

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5510 FAX (760) 932-5511

**Bob Musil
Assessor**

July 15, 2014

To: Mono County Board of Supervisors
From: Bob Musil, Assessor
Subject: 2014/2015 Assessment Roll

DISCUSSION: The Assessor's Office completed processing the 2014/2015 roll on June 25. For the first time since 2009, the roll experienced an increase over the prior year. After processing and removing all exemptions, the final roll total was \$5,383,413,883. This represents an increase of 1.69% over last year's final total of \$5,294,129,657.

I have attached a copy of the Report of Assessed Values and the Report of Exemptions which were provided to the Board of Equalization following the processing of the roll. Also attached is a breakdown of the work completed by this office over the last fiscal year, and a report showing the secured assessment value broken down by community.

What we have accomplished this year could not have been done without the hard work of all of the people in the Assessor's Office. I am particularly proud of the fact that, for the first time since the start of the economic downturn, we were able to individually review each appraisal, rather than rely on statistical analyses to determine values. I would like to publically recognize and thank all of my staff for their dedication and professionalism.

Respectfully,

Bob Musil, Assessor

County of 26 Mono County

2014
STATEMENT
OF THE
COUNTY ASSESSOR
TO THE
BOARD OF EQUALIZATION
OF THE
STATE OF CALIFORNIA

Under section 407 of the Revenue and Taxation Code

PART ONE

ASSESSMENT ROLL TOTALS

CERTIFICATION

County of 26 Mono County, State of California

ASSESSOR'S OFFICE, July 3, 2014

I HEREBY CERTIFY that this is a true and correct statement of the assessed values of property assessed by me as they appear on the assessment roll of the county on June 25, 2014 when transmitted to the County Auditor.



County Assessor

See page S2B for instructions

Note: One copy of this statement is to be filed with the State Board of Equalization, Research and Statistics Section, P.O. Box 942879, Sacramento, California 94279-0067, on or before the second Monday of July

County of 26 Mono County

2014
STATEMENT
OF THE
COUNTY ASSESSOR
TO THE
BOARD OF EQUALIZATION
OF THE
STATE OF CALIFORNIA

Under section 407 of the Revenue and Taxation Code

PART TWO
ANNUAL STATISTICAL REPORT
ON EXEMPTIONS

CERTIFICATION

County of 26 Mono County, State of California

ASSESSOR'S OFFICE, July 3, 2014

I HEREBY CERTIFY that this is a true and correct statement of the assessed values of property assessed by me as they appear on the assessment roll of the county on June 25, 2014 when transmitted to the County Auditor.



County Assessor

See page S1B for instructions

Note: One copy of this statement is to be filed with the State Board of Equalization, Research and Statistics Section, P.O. Box 942879, Sacramento, California 94279-0067, on or before the second Monday of July

ASSESSMENT ROLL TOTALS FOR 2014 IN COUNTY OF 26 Mono County

Do not include exempt publicly owned property, state-assessed property, or property subject to special taxes.

a. If escaped assessments are included in the roll totals, enter data here only

b. If escaped assessments are NOT included in roll totals, enter data here

| ROLL (1) | LINE (2) | CLASS OF PROPERTY (3) | TOTALS WITHOUT ESCAPES | ESCAPES | TOTALS WITH ESCAPES |
|---|--|---|---------------------------|---------------|---------------------|
| | | | (4) | (5) | (6) |
| | | | TOTAL COUNTY | | |
| SECURED ROLL | 1 | LAND | 1,863,600,635 | | 1,863,600,635 |
| | 1A | A. MINERAL RIGHTS IF SHOWN SEPARATELY ON THE ROLL | | | |
| | 2 | IMPROVEMENTS | 3,125,619,138 | | 3,125,619,138 |
| | 2A | A. FIXTURES IF SHOWN SEPARATELY ON THE ROLL | 12,039,404 | | 12,039,404 |
| | 3 | OTHER TANGIBLE PERSONAL PROPERTY (exclude documented vessels assessed at 4 percent) | 31,342,334 | | 31,342,334 |
| | 4 | TOTAL TANGIBLE (add lines 1 thru 3) | 5,032,601,511 | | 5,032,601,511 |
| | 5A | EXEMPTIONS: A. HOMEOWNERS' PROPERTY TAX EXEMPTION (\$7,000 MAX) | 13,414,206 | | 13,414,206 |
| | 5B | B. ALL OTHER ENROLLED EXEMPTIONS | 41,944,005 | | 41,944,005 |
| 6 | TOTAL TANGIBLE MINUS "OTHER" EXEMPTIONS (subtract line 5B from line 4) | 4,990,657,506 | | 4,990,657,506 | |
| UNSECURED ROLL (report total assessed value without regard to collectibility) | 7 | LAND | 66,660,813 | | 66,660,813 |
| | 7A | A. MINERAL RIGHTS IF SHOWN SEPARATELY ON THE ROLL | | | |
| | 8 | IMPROVEMENTS | 235,968,211 | | 235,968,211 |
| | 8A | A. FIXTURES IF SHOWN SEPARATELY ON THE ROLL | 27,785,013 | | 27,785,013 |
| | 9 | OTHER TANGIBLE PERSONAL PROPERTY (exclude documented vessels assessed at 4 percent) | 65,292,574 | | 65,292,574 |
| | 10 | TOTAL TANGIBLE (add lines 7 thru 9) | 395,706,611 | | 395,706,611 |
| | 11A | EXEMPTIONS: A. HOMEOWNERS' PROPERTY TAX EXEMPTION (\$7,000 MAX) | 28,000 | | 28,000 |
| | 11B | B. ALL OTHER ENROLLED EXEMPTIONS | 2,950,234 | | 2,950,234 |
| 12 | TOTAL TANGIBLE MINUS "OTHER" EXEMPTIONS (subtract line 11B from line 10) | 392,756,377 | | 392,756,377 | |
| TOTALS | 13 | LAND (add lines 1 and 7) | 1,930,261,448 | | 1,930,261,448 |
| | 13A | A. MINERAL RIGHTS (add lines 1A and 7A) | | | |
| | 14 | IMPROVEMENTS (add lines 2 and 8) | 3,361,587,349 | | 3,361,587,349 |
| | 14A | A. FIXTURES (add lines 2A and 8A) | 39,824,417 | | 39,824,417 |
| | 15 | OTHER TANGIBLE PERSONAL PROPERTY (add lines 3 and 9) | 96,634,908 | | 96,634,908 |
| | 16 | TOTAL TANGIBLE (add lines 4 and 10 or lines 13 thru 15) | 5,428,308,122 | | 5,428,308,122 |
| | 17A | EXEMPTIONS: A. HOMEOWNERS (add lines 5A and 11A) | 13,442,206 | | 13,442,206 |
| | 17B | B. ALL OTHER (add lines 5B and 11B) | 44,894,239 | | 44,894,239 |
| 18 | TOTAL TANGIBLE MINUS "OTHER" EXEMPTIONS (subtract line 17B from line 16) | 5,383,413,883 | | 5,383,413,883 | |

COUNTY 26 Mono County

A. Assessed value of certain types of property subject to general property taxes (such values were **included** on page S1B)

1. Developed mineral rights properties

- Gas and Oil
- Geothermal
- Other (describe)

2. Intercounty pipeline rights of way #

3. Boats other than those assessed at 4 percent of market value

4. Aircraft as defined in section 5303

5. Mobilehomes as defined in section 5801 *

6. Land zoned TPZ †

7. Open-space ‡

B. Assessed value of vessels assessed at 4 percent of market value § (such values were **excluded** from S1B)

| COUNTY TOTALS | |
|---------------|---|
| NUMBER (1) | ASSESSED VALUE (2) |
| | LAND <i>Rm 123,131,978</i> |
| | IMPROVEMENTS <i>Rm 12,855,871</i> |
| | PERSONAL PROPERTY <i>Rm 253,180 263,780</i> |
| | TOTAL <i>Rm 136,241,029</i> |
| 257 | 1,912,617 |
| 24 | 8,262,468 |
| 339 | 6,558,961 |
| ACRES | |
| 0.00 | 0 |
| 13,309.00 | LAND 14,336,479 |
| | LIVING IMPROVEMENTS 0 |
| | TOTAL (land & living improvements) 14,336,479 |
| 0 | 0 |

Section 401.8 of the Revenue and Taxation Code. Allocated countywide.

Section 5362. The assessor of the county in which the aircraft is habitually situated shall assess the aircraft at its market value.

* Section 5804. Current assessed value

† Section 51110 and 51110.1 of the Government Code. Land used for growing and harvesting of timber and zoned TPZ.

‡ Section 423, 423.4, and 423.5 of the Revenue and Taxation Code. Current assessed value.

§ Section 227. Documented vessels. Certain documented vessels shall be assessed at four percent of full cash value.

| | |
|---------------------------|---|
| CONTACT NAME Bob Musil | E-MAIL ADDRESS <i>bmusil@mono.ca.gov</i> |
| TITLE Assessor | TELEPHONE NUMBER (760) 932-5510 |

COUNTY 26 Mono County

**TYPE, NUMBER, AND ASSESSED VALUES OF ALL PRIVATELY OWNED PROPERTIES
EXEMPT FROM TAXATION AND SIMILAR DATA FOR REIMBURSABLE EXEMPTIONS**

| LINE NO. | TYPE | SECURED | | UNSECURED | | TOTAL | |
|----------|--|---------|-------------------------|-----------|-------------------------|--------|-------------------------|
| | | NUMBER | TOTAL TANGIBLE PROPERTY | NUMBER | TOTAL TANGIBLE PROPERTY | NUMBER | TOTAL TANGIBLE PROPERTY |
| | WELFARE AND RELIGIOUS PROPERTIES (Const., Art. XIII, sec. 4b) | | | | | | |
| 1. | Private and Parochial schools of less than collegiate grade | 0 | 0 | 0 | 0 | 0 | 0 |
| 2. | Hospitals | 0 | 0 | 0 | 0 | 0 | 0 |
| 3. | Other religious and charitable properties | 28 | 32,078,200 | 8 | 2,407,557 | 36 | 34,485,757 |
| 4. | Religious properties (Rev. & Tax. Code, sec. 207) | 11 | 7,936,899 | 0 | 0 | 11 | 7,936,899 |
| | ALL OTHER PROPERTIES (Const., Art. XIII) | | | | | | |
| 5. | Homes of totally disabled and blind veterans (sec. 4a) <i>Not over \$40,000</i> | 0 | 0 | 0 | 0 | 0 | 0 |
| | <i>Over \$40,000 to \$</i> | 0 | 0 | 0 | 0 | 0 | 0 |
| | <i>Over \$</i> | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. | Other veterans' properties (sec. 3o, p, q, r) | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. | Total veterans' properties (line 5 plus line 6) | 0 | 0 | 0 | 0 | 0 | 0 |
| 8. | Churches (sec. 3f & 4d) | 3 | 429,485 | 2 | 395,134 | 5 | 824,619 |
| 9. | Privately owned colleges (sec. 3e) | 0 | 0 | 0 | 0 | 0 | 0 |
| 10. | Low valued property (sec. 7) (see instructions) | 1,358 | 674,052 | 157 | 63,531 | 1,515 | 737,583 |
| 11. | TOTALS Lines 1 - 6 and 8 - 10 | 1,400 | 41,118,636 | 167 | 2,866,222 | 1,567 | 43,984,858 |
| | REIMBURSABLE EXEMPTIONS | | | | | | |
| 12. | Homeowners' (Rev. & Tax. Code, sec. 218) <i>(excluded above)</i> | 1,922 | 13,414,206 | 4 | 28,000 | 1,926 | 13,442,206 |
| 13. | Cemetery | 0 | 0 | 0 | 0 | 0 | 0 |
| 14. | Historical Aircraft | 0 | 0 | 0 | 0 | 0 | 0 |
| 15. | Other (specify) Museum | 3 | 242,647 | 1 | 84,012 | 4 | 326,659 |
| 16. | TOTALS Lines 13 - 15 | 3 | 242,647 | 1 | 84,012 | 4 | 326,659 |
| 17. | TOTALS Line 11 plus line 16 | 1,403 | 41,361,283 | 168 | 2,950,234 | 1,571 | 44,311,517 |

Line 10. Low Valued Property. Answer the following five questions and make any appropriate entries on page S2F.

a. Has your county board of supervisors adopted an ordinance exempting property of very low value for the current fiscal year under section 155.20 of the Revenue and Taxation Code?

Yes No

If yes, answer questions b, c, d, and e; otherwise go to line 11.

b. According to the ordinance, what is the value below which properties generally are exempted due to low value?

\$ 1,000

c. Does the ordinance provide for a higher level of exemption, as authorized by subdivision (b)(1) of section 155.20, for possessory interests in publicly owned fairground facilities, convention facilities, or cultural facilities?

Yes No

If yes, answer question d; otherwise go to question e.

d. According to the ordinance, what is the value below which possessory interests in public owned fairground facilities, convention facilities, or cultural facilities are exempted?

\$ 0

e. Is the exempt value of these low value properties included on the roll?

Yes No

If yes, enter the low valued property exemptions on line 10 on page S2F.

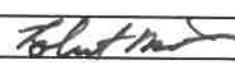
| | |
|---------------------------|--------------------------------------|
| CONTACT NAME Bob Musil | E-MAIL ADDRESS bmusil@mono.ca.gov |
| TITLE Assessor | TELEPHONE NUMBER (760) 932-5510 |

ASSESSMENT ROLL TOTALS FOR 2014 OF PARCELS RECEIVING THE HOMEOWNERS' EXEMPTION

See instructions on reverse.

COUNTY OF 26 Mono County

| ROLL | LINE | CLASS OF PROPERTY | ALL PARCELS RECEIVING THE HOMEOWNERS EXEMPTION | SINGLE FAMILY RESIDENCES RECEIVING THE HOMEOWNERS EXEMPTION |
|---|--|---|--|---|
| (1) | (2) | (3) | (4) | (5) |
| SECURED ROLL | 1 | LAND | 139,119,943 | |
| | 1A | A. MINERAL RIGHTS IF SHOWN SEPARATELY ON THE ROLL | | |
| | 2 | IMPROVEMENTS | 378,914,461 | |
| | 2A | A. FIXTURES IF SHOWN SEPARATELY ON THE ROLL | | |
| | 3 | OTHER TANGIBLE PERSONAL PROPERTY (exclude documented vessels assessed at 4 percent) | 1,989,158 | |
| | 4 | TOTAL TANGIBLE (add lines 1 thru 3) | 520,023,562 | |
| | | EXEMPTIONS: | | |
| | 5A | A. HOMEOWNERS' PROPERTY TAX EXEMPTION (\$7,000 MAX) | 13,414,206 | |
| 5B | B. ALL OTHER ENROLLED EXEMPTIONS | | | |
| 6 | TOTAL TANGIBLE MINUS "OTHER" EXEMPTIONS (subtract line 5B from line 4) | 520,023,562 | | |
| UNSECURED ROLL (report total assessed value without regard to collectibility) | 7 | LAND | 367,255 | |
| | 7A | A. MINERAL RIGHTS IF SHOWN SEPARATELY ON THE ROLL | | |
| | 8 | IMPROVEMENTS | 744,657 | |
| | 8A | A. FIXTURES IF SHOWN SEPARATELY ON THE ROLL | | |
| | 9 | OTHER TANGIBLE PERSONAL PROPERTY (exclude documented vessels assessed at 4 percent) | 0 | |
| | 10 | TOTAL TANGIBLE (add lines 7 thru 9) | 1,111,912 | |
| | | EXEMPTIONS: | | |
| | 11A | A. HOMEOWNERS' PROPERTY TAX EXEMPTION (\$7,000 MAX) | 28,000 | |
| 11B | B. ALL OTHER ENROLLED EXEMPTIONS | | | |
| 12 | TOTAL TANGIBLE MINUS "OTHER" EXEMPTIONS (subtract line 11B from line 10) | 1,111,912 | | |
| TOTALS | 13 | LAND (add lines 1 and 7) | 139,487,198 | |
| | 13A | A. MINERAL RIGHTS (add lines 1A and 7A) | | |
| | 14 | IMPROVEMENTS (add lines 2 and 8) | 379,659,118 | |
| | 14A | A. FIXTURES (add lines 2A and 8A) | | |
| | 15 | OTHER TANGIBLE PERSONAL PROPERTY (add lines 3 and 9) | 1,989,158 | |
| | 16 | TOTAL TANGIBLE (add lines 4 and 10 or lines 13 thru 15) | 521,135,474 | |
| | | EXEMPTIONS: | | |
| | 17A | A. HOMEOWNERS (add lines 5A and 11A) | 13,442,206 | |
| 17B | B. ALL OTHER (add lines 5B and 11B) | | | |
| 18 | TOTAL TANGIBLE MINUS "OTHER" EXEMPTIONS (subtract line 17B from line 16) | 521,135,474 | | |

| | | |
|--|--|------------------------------------|
| CONTACT NAME Bob Musil | | TELEPHONE NUMBER (760) 932-5510 |
| SIGNATURE  | | DATE 07/03/2014 |

Parcel and Workload Information

| | 2013/2014 | 2012/2013 | Change |
|---|-----------|-----------|--------|
| Parcel Information | | | |
| Real Property Parcels | 17,158 | 17,255 | -97 |
| Aircraft | 24 | 27 | -3 |
| Vessels | 257 | 275 | -18 |
| Personal Property Assessments | 737 | 761 | -24 |
| Possessory Interest Parcels | 704 | 705 | -1 |
| Leasehold Improvements | 56 | 58 | -2 |
| Workload Information | | | |
| Recorded Documents | 3,629 | 4,559 | -930 |
| Reappraisable Transfers | 847 | 852 | -5 |
| Building Permits Received | 507 | 582 | -75 |
| New Construction Assessments | 120 | 101 | 19 |
| Roll Corrections | 625 | 980 | -355 |
| Escape Assessments | 113 | 12 | 101 |
| Property Splits and Combinations | 41 | 5 | 36 |
| New Subdivision Lots | 24 | 26 | -2 |
| Parcels on Proposition 8 Status | 4,215 | 4,349 | -134 |
| Removed from Proposition 8 - Transfer | 227 | 285 | -58 |
| Removed from Proposition 8 - Market Value | 101 | 6 | 95 |
| Misfortune or Calmity | 3 | 1 | 2 |

| Book/Community | Secured Value |
|---|----------------------|
| Antelope Valley | |
| Book 1 - Topaz | \$30,810,999 |
| Book 2 - Coleville/Walker | <u>\$73,170,408</u> |
| Total Antelope Valley | \$103,981,407 |
| % Contribution | 2.09% |
| Walker Canyon/Sonora Junction/Devil's Gate/Swauger Creek | |
| Book 3 - Walker Canyon | \$1,667,742 |
| Book 6 - Sonora Junction | \$8,764,407 |
| Book 7 - Devil's Gate/Swauger Creek | <u>\$23,024,633</u> |
| Total Walker Canyon/Sonora Junction/Devil's Gate/Swauger Creek | \$33,456,782 |
| % Contribution | 0.67% |
| Bridgeport | |
| Book 8 - Bridgeport Valley | \$47,705,321 |
| Book 9 - Bodie Hills | \$440,784 |
| Book 10 - Twin Lakes | \$55,863,991 |
| Book 11 - Bridgeport Valley | \$24,440,586 |
| Book 17 - Bodie Townsite | <u>\$0</u> |
| Total Bridgeport | \$128,450,682 |
| % Contribution | 2.58% |
| Book 12 - Los Angeles DWP Land Only | \$93,837,420 |
| % Contribution | 1.89% |
| Mono Basin | |
| Book 13 - Mono Basin | \$5,644,718 |
| Book 18 - Mono Basin | \$1,737,207 |
| Book 19 - Mono City | \$31,702,343 |
| Book 21 - Lee Vining | <u>\$36,805,287</u> |
| Total Mono Basin | \$75,889,555 |
| % Contribution | 1.52% |
| June Lake | |
| Book 14 - Mono Craters/Sagehen Meadows/Arcularius Raanch | \$35,992,519 |
| Book 15 - June Lake | \$116,145,449 |
| Book 16 - June Lake | <u>\$133,999,770</u> |
| Total June Lake | \$286,137,738 |
| % Contribution | 5.75% |

| | |
|---|------------------------|
| Mammoth Lakes | |
| Book 22 - Old Mammoth | \$272,962,782 |
| Book 31 - Mammoth Slopes/Timber Ridge/Lakeview | \$645,870,370 |
| Book 32 - Mammoth Vista/Juniper Ridge | \$420,676,689 |
| Book 33 - Manzanita/Tyrolean Pines/Village | \$885,229,151 |
| Book 35 - Main Street/Sierra Vista | \$482,324,548 |
| Book 37 - Airport/Geothermal/Convict Lake/Bus Park/Trails | \$250,439,697 |
| Book 39 - Mammoth Knolls/Holiday Pines | \$143,740,276 |
| Book 40 - Snowcreek | \$644,469,930 |
| Total Mammoth Lakes | \$3,745,713,443 |
| % Contribution | 75.26% |
| | |
| Crowley Lake/Tom's Place/Rock Creek | |
| Book 60 - Crowley Lake | \$172,555,630 |
| Book 62 - Tom's Place | \$56,697,039 |
| Book 64 - Rock Creek | \$64,949,844 |
| Total Crowley Lake/Tom's Place/Rock Creek | \$294,202,513 |
| % Contribution | 5.91% |
| | |
| Tri Valley Area | |
| Book 24 - Benton | \$14,131,603 |
| Book 25 - Hammil Valley | \$28,271,468 |
| Book 26 - Chalfant/Paradise | \$166,324,405 |
| Book 27 - Oasis | \$6,846,284 |
| Total Tri Valley Area | \$215,573,760 |
| % Contribution | 4.33% |
| | |
| Total All Secured Property | \$4,977,243,300 |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 8/4/2014 1:41 PM | County Administrative Office | Yes |
| 6/30/2014 12:29 PM | County Counsel | Yes |
| 7/21/2014 9:10 AM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

TIME REQUIRED

SUBJECT

Closed Session - Conference With
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: claim of Y. Boulaalam.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/7/2014 9:04 AM | County Administrative Office | Yes |
| 8/7/2014 9:01 AM | County Counsel | Yes |
| 8/6/2014 5:14 PM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 12, 2014

TIME REQUIRED

SUBJECT Closed Session - Conference With
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 8/7/2014 9:04 AM | County Administrative Office | Yes |
| 8/6/2014 3:28 PM | County Counsel | Yes |
| 8/6/2014 5:14 PM | Finance | Yes |