



# 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 November 12, 2013

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**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](http://www.monocounty.ca.gov) . If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board: [lroberts@mono.ca.gov](mailto:lroberts@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 - 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 REPORTS/EMERGING ISSUES**

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. New Use Permit for the Crowley Community Center

Departments: Board of Supervisors

There is a need for the the Crowley Community Center use permit to be redone by the Community Development Department. This new use permit will include various changes, including showing the location of the Community Garden, the proposed new library and the proposed skate park. This agenda item was requested by Supervisor Stump.

**Recommended Action:** Direct the Community Development Department staff to redo the use permit for the Crowley Community Center site to include the following changes to the plot plan: show location of the Community Garden, show location of the proposed new library and show the location of the proposed skate park.

**Fiscal Impact:** None.

B. Part Time Temporary Fiscal and Technical Specialist I

Departments: Human Resources and Assessor

Proposed resolution R-13\_\_ authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Fiscal & Technical Specialist I in the Assessor's Department and to Authorize the County Administrative Officer to Fill Said Allocated Position.

**Recommended Action:** Adopt proposed resolution #R13-\_\_\_\_, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Fiscal & Technical Specialist I in the Assessor's Department and to Authorize the County Administrative Officer to Fill Said Allocated Position. Provide any desired direction to staff.

**Fiscal Impact:** Cost for the remainder of FY 13/14 is \$17,954.96, of which \$17,190 is salary; and \$764.96 is benefits; all of which is available in the existing budget.

C. Employment Agreement - Resolution approving Agreement re Employment John

Vallejo

Departments: Human Resources

Proposed resolution approving a contract with John Vallejo and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Approve Resolution #R13-\_\_\_\_, approving a contract with John Vallejo and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$9,534
- 1 New Contract Monthly Compensation: \$9,057
- 1 Difference (Monthly): \$477
- 1 Estimated Annualized Savings: \$5,724

D. Community Grant Budget Amendment

Departments: Finance and Tourism

Budget amendment to move a \$20,000 from general fund contributions to non-profit organizations to the Tourism budget.

**Recommended Action:** Amend the 2013-2014 Board Approved Budget as follows: In the General Fund Operating Transfers budget, Increase Operating Transfers Out and decrease Contributions to Non-Profit organizations by \$20,000. In the Tourism Budget, Increase Contributions to Non-Profit Organizations and increase Operating Transfers In by \$20,000.

**Fiscal Impact:** No Impact to the overall County Budget.

8. **CORRESPONDENCE RECEIVED (INFORMATIONAL)**

A. U.S. Department of the Interior

Correspondence dated October 31, 2013 regarding proposals about the protection of the Bi-State Distinct Population Segment (DPS) of greater sage-grouse along the California-Nevada border as a threatened species under the Endangered Species Act (USA). This correspondence details two available public meetings regarding these proposals. Additional material, too large to attach here, is available for viewing in the Clerk's office.

B. California Water Boards

Correspondence dated October 21, 2013 from the California Water Boards, State Water Resources Control Board, regarding the Walker River Irrigation District's

Petitions for Temporary Transfer and Change Involving Rights Established under the Walker River Decree, Case No. C-125.

C. Forest Service Regarding Boulder Creek Fuels Reduction Project

Correspondence dated October 17, 2013 from Kevin B. Elliott, Forest Supervisor, regarding the Boulder Creek Project addressing Mono County's concerns about the prescribed burn project.

9. **REGULAR AGENDA - MORNING**

A. Review of Snow Removal Priorities, Policies and Procedures

Departments: Public Works - Road Division

Approximately 9:30 a.m. / 45 minutes (5 minute presentation; 40 minute discussion)

(Jeff Walters) - Each year the Roads Division of Public Works provides the Board of Supervisors for their review a list of the snow removal policies, procedures and priorities for county-maintained roads.

**Recommended Action:** 1. Receive staff report regarding current snow removal priorities and recommend changes to those priorities. 2. Provide direction to staff regarding modifications to current snow removal priorities. 3. Consider and potentially adopt Resolution No. R13-\_\_\_, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures and Priorities for County-Maintained Roads." 4. Provide any desired direction to staff.

**Fiscal Impact:** None at this time.

B. Motor Pool Workshop

Departments: Public Works - Road Division

40 minutes (10 minute presentation, 30 minute discussion)

(Jeff Walters) - Mono County's Motor Pool is responsible to oversee the acquisition and management of the county's fleet of vehicles. Each year replacement vehicles are requested by various departments. This agenda item covers an overview of the Motor Pool policy and acquisition procedures as well as lists the proposed vehicle replacements.

**Recommended Action:** Hear staff report regarding Motor Pool and the proposed vehicle replacements. Provide any desired direction to staff.

**Fiscal Impact:** \$208,000 from Motor Pool. If authorized by the Board and additional \$38,000 from the Motor Pool would also be required. The additional \$38,000 requires a budget amendment and therefore, 4/5ths vote is required.

C. Building Permit Fees and Green Projects

Departments: Community Development - Building

30 minutes (10 minute presentation, 20 minute discussion)

(Tom Perry) - Presentation by Tom Perry regarding Building Permit Fees and Green

Projects.

**Recommended Action:** Receive staff report. Provide any desired direction to staff.

**Fiscal Impact:** None.

D. New LPA Delegation Agreement and Grant Funding Agreement

Departments: Environmental Health

10 minutes (5 minute presentation, 5 minute discussion)

(Louis Molina) - Approval of new Local Primacy Delegation Agreement (LPDA), Grant Funding Agreement and Fiscal Agent Agreement, between the California Department of Public Health and Mono County.

**Recommended Action:** Approve entry into Local Primacy Delegation Agreement (LPDA), Grant Funding Agreement, and Fiscal Agent Agreement, between the California Department of Public Health and Mono County. Authorize Environmental Health Director to sign said agreements on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The Grant Funding Agreement is expected to provide the Mono County Health Department \$168,000 in revenue to assist in the implementation of the Small Public Water System Program.

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. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

C. County Counsel Performance Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section

54957. Title: County Counsel.

D. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

**REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.**

12. **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.)

13. **REGULAR AGENDA - AFTERNOON**

A. PILT Invoice for Department of Fish and Wildlife Land

Departments: CAO, Finance

15 minutes (5 minute presentation, 10 minute discussion)

(Jim Leddy, CAO) - Presentation by Jim Leddy regarding delinquent California PILT (Payment in Lieu of Taxes) on Department of Fish and Wildlife properties.

**Recommended Action:** Approve the attached past due invoice to the State of California for past due amounts, penalties and interest dating back to 2002-2003 and letter to Governor Brown.

**Fiscal Impact:** No immediate impact, but if the past due amounts are collected, it would result in over \$650,000 with approx. \$195,000 going to the County General Fund.

B. September 30, 2013 Quarterly Investment Report

Departments: Tax Collector

10 minutes (5 minute presentation, 5 minute discussion)

(Rose Glazier) - Report to the board Quarterly Investment report for quarter ending September 30, 2013.

**Recommended Action:** Informational only

**Fiscal Impact:** None

C. Yosemite Gateway Motel TOT Penalty Appeal

Departments: Tax Collector

1 hour (10 minute presentation, 50 minute discussion)

(Rose Glazier/Tim and Kim Traynor) - TOT penalty appeal for Yosemite Gateway Motel due to hardship of Rim Fire. Discuss possibility of waiving TOT penalties for the 1st quarter of the 2013 fiscal year. Discuss possible repayment agreement of TOT taxes for 1st quarter of the 2013 fiscal year.

**Recommended Action:** Consider Yosemite Gateway Motel's appeal of transient occupancy tax late penalties be waived for the 1st quarter of the 2013 fiscal year. Provide further direction to staff.

**Fiscal Impact:** The fiscal impact would be \$4,109.79 for November and an additional \$4,726.26 for December. Total fiscal impact through December 2013 is \$8,836.05.

D. Veterans Services Presentation & Approval of One-Time Funding

Departments: CAO

30 minutes (10 minutes presentation; 20 minutes discussion)

(Saul Sanabria) - Presentation from the Veterans Services Officer of Inyo and Mono County on current services provided to veterans; Potential approval of receipt of one time state funds to augment services to veterans.

**Recommended Action:** 1) Receive presentation on Veterans Services from Saul Sanabria, County Veterans Services Officer for the Inyo-Mono Veterans Service Office; and, 2) Approve the Board of Supervisors Chair to sign the Certificate of Compliance with the California Department of Veterans Affairs for One-Time Funding Subvention Program for Fiscal Year 2013-2014.

**Fiscal Impact:** There is no net impact to the County's General Fund as funding for this service is derived from the one-time subvention funds.

E. Fisheries Commission

Departments: Board of Supervisors

1 hour, 30 minutes (5 minute staff presentation; 1 hour, 25 minute discussion)

(Jim Leddy) - Discuss the Fisheries Commission, its origin, purpose, composition, functioning, and future. At its October 18, 2013 meeting, the Board requested to agendize such a discussion and postponed in the meantime any consideration of Commission appointments.

**Recommended Action:** None. Provide any desired direction to staff.

**Fiscal Impact:** None.

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	New Use Permit for the Crowley Community Center	

### AGENDA DESCRIPTION:

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

There is a need for the the Crowley Community Center use permit to be redone by the Community Development Department. This new use permit will include various changes, including showing the location of the Community Garden, the proposed new library and the proposed skate park. This agenda item was requested by Supervisor Stump.

### RECOMMENDED ACTION:

Direct the Community Development Department staff to redo the use permit for the Crowley Community Center site to include the following changes to the plot plan: show location of the Community Garden, show location of the proposed new library and show the location of the proposed skate park.

### 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](#)

No Attachments Available

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/29/2013 3:17 PM	County Administrative Office	Yes
11/6/2013 4:02 PM	County Counsel	Yes
11/6/2013 4:06 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	Part Time Temporary Fiscal and Technical Specialist I	

### AGENDA DESCRIPTION:

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

Proposed resolution R-13\_\_ authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Fiscal & Technical Specialist I in the Assessor's Department and to Authorize the County Administrative Officer to Fill Said Allocated Position.

### RECOMMENDED ACTION:

Adopt proposed resolution #R13-\_\_\_\_, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Fiscal & Technical Specialist I in the Assessor's Department and to Authorize the County Administrative Officer to Fill Said Allocated Position. Provide any desired direction to staff.

### FISCAL IMPACT:

Cost for the remainder of FY 13/14 is \$17,954.96, of which \$17,190 is salary; and \$764.96 is benefits; all of which is available in the existing budget.

**CONTACT NAME:** Bill Van Lente and Bob Musil

**PHONE/EMAIL:** (760) 932.5413 or (760) 932.5515 / bvanlente@mono.ca.gov or bmusil@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
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THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
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### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Temp Appt Staff Rpt](#)

[Resolution Temporary Appointment](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/1/2013 9:51 AM	County Administrative Office	Yes
11/4/2013 12:18 PM	County Counsel	Yes
10/31/2013 3:55 PM	Finance	Yes



## Office of the Assessor COUNTY OF MONO

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

**Bob Musil**  
**Assessor**

November 1, 2013

To: Mono County Board of Supervisors

From: Bob Musil, Assessor

Subject: Approval to recruit and fill Fiscal and Technical Specialist I – temporary position

### DISCUSSION:

Currently, the Assessor's Office has a need for a temporary, un-benefitted Fiscal and Technical Specialist I, not to exceed 40 hours per week or 960 hours for the remainder of the fiscal year.

Your approval is requested to recruit and fill this temporary position. Below are some of the duties of this position:

- Answering questions at the public service counter;
- Answering phone calls;
- Mailing notices;
- Changing and correcting addresses;
- Processing new construction permits;
- Records filing;
- Data entry into the Megabyte Property Tax System. Part of the purpose of this task is to assist Public Works in more completely and accurately generating solid waste assessments, resulting in additional revenue to the county.

This position is needed in order to relieve other staff members of basic clerical type duties, and free them up for more advanced and critical professional tasks.

Currently, our support staff is backlogged in the following responsibilities:

- Processing of new maps showing lot line adjustments, parcel mergers/splits, etc.;
- Reviewing and processing of deeds. We are currently about 3 months backlogged on this critical task, which is slowing down the work of the appraisal staff and delaying the collection/refund of supplemental assessments;
- Evaluation and creation of assessments for approximately 1600 unpatented mining claims. Although the law requires that these claims be evaluated and assessed if appropriate, this has never been done in Mono County. This was specifically noted in the State Board of

Equalization's 2012 Assessment Practices Survey of Mono County, and is resulting in lost revenue on an annual basis.

In addition to the regular assessment of new construction and changes in ownership, our appraisal staff is dealing with the following issues:

- There are 191 outstanding assessment appeals, some dating back to 2004;
- There are more than 4500 properties which have had their value reduced as a result of the decline in the real estate market. These properties need be reviewed prior to the closing of the annual roll on June 30 in order to realize in a timely manner any additional revenue from subsequent increases in property values;
- Valuation of the mining claims following review by our support staff.

Some of these projects are complex, and will not be completed in the current fiscal year. With the addition of this temporary position, we plan to utilize our existing full-time staff to accomplish the following tasks prior to the close of the roll:

- Acceleration of map processing so that maps are released within days of their being generated;
- Reduce the backlog on processing deeds to less than one week, which is more than adequate;
- Resolve or go to hearing on the vast majority of outstanding assessment appeals cases. There are some cases which are on hold due to litigation, so we will not completely eliminate all of the outstanding appeals;
- Review and processing of all reduced-value properties. The real estate market in Mono County, and specifically in Mammoth Lakes, appears to have bottomed out and may be starting to rebound slightly. If this holds true, there will be at least a slight increase in the assessed value of the reduced properties.

This is a new position which was not included in the current budget. However, it will be funded using salary savings already realized from vacant positions in this office.

Salary: Not to exceed \$17.56 per hour

FISCAL IMPACT: Cost for the remainder of FY 13/14 is \$17,954.96, of which \$17,190 is salary; and \$764.96 is benefits; all of which is available in the existing budget.

Thank you for your consideration.

Respectfully,

Bob Musil, Assessor



**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY  
OF MONO LIST OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF A  
TEMPORARY APPOINTMENT *FISCAL & TECHNICAL SPECIALIST I* IN THE *ASSESSOR'S*  
DEPARTMENT AND TO AUTHORIZE THE COUNTY ADMINISTRATIVE OFFICER TO  
FILL SAID ALLOCATED POSITION.**

**WHEREAS**, it is important for the County of Mono to maintain an accurate, current listing, of County Job Classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications; and

**WHEREAS**, it is important to for the County to pay close attention to providing public services in the most economical manner which is reasonably possible and this includes meeting public services needs as expeditiously as possible; and

**WHEREAS**, it is currently necessary to adopt an amended Allocation List of Authorized Positions as part of maintaining proper accountability for hiring employees to perform public services; and

**WHEREAS**, the List of Allocated Positions, is a vital official record in establishing the Job Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** as follows:

1. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:

Increase the allocation of a full-time, un-benefited, Temporary Appointment (pursuant to 170.F.7) Fiscal & Technical Specialist I (not to exceed 960 hours) in the Department of Assessor by .5 new total of 9.5 (salary range of 51 \$16.78 – 17.61 /hour).

2. The County Administrative Officer, or his or her designee, is authorized to fill said allocated position as needed by the Department of Assessor.

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1 PASSED AND ADOPTED this [redacted]th day of [redacted] 2013, by the following

2 Vote:

3 AYES :  
4 NOES :  
5 ABSTAIN :  
6 ABSENT :

7 ATTEST: \_\_\_\_\_  
8 Clerk of the Board

\_\_\_\_\_ BYNG HUNT, Chair  
Board of Supervisors

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10 APPROVED AS TO FORM:

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13 COUNTY COUNSEL

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	Employment Agreement - Resolution approving Agreement re Employment John Vallejo	

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with John Vallejo and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Approve Resolution #R13-\_\_\_\_, approving a contract with John Vallejo and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$9,534
- 1 New Contract Monthly Compensation: \$9,057
- 1 Difference (Monthly): \$477
- 1 Estimated Annualized Savings: \$5,724

**CONTACT NAME:** Bill Van Lente

**PHONE/EMAIL:** x5413 / bvanlente@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:

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- [📄 Vallejo Employment](#)
- [📄 Resolution](#)
- [📄 Employment Agreement](#)

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### History

Time	Who	Approval
11/1/2013 9:50 AM	County Administrative Office	Yes
11/6/2013 4:27 PM	County Counsel	Yes
11/7/2013 9:17 AM	Finance	Yes



## *COUNTY OF MONO – County Administrative Office*

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5412 ☐ FAX (760) 932-5411**

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Bill Van Lente  
*Director, Human Resources/Risk Management*  
760.932.5413

To: Honorable Board of Supervisors  
From: Bill Van Lente, Director Human Resources/Risk Management  
Date: November 6, 2013

Subject:

At-will employment agreement of John Vallejo

Recommendation:

Approve the At-will Employment Agreement of John Vallejo, in the position of Deputy County Counsel II, at a salary of \$9,057 per month for a term of three years.

Background:

The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000 for gross payroll. However, there will be costs associated with application of PERS and benefit factors for some of these employees that partially offset these savings. And there will be costs associated with greater fleet use that will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract Monthly Compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$9,534	\$9,057	\$477	\$5,724



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**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH JOHN VALLEJO  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement re Employment of John Vallejo a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of John Vallejo. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Byng Hunt , Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **Agreement Re Employment Of John Vallejo**

This Agreement is entered into this 8th day of December, 2013, by and between John Vallejo and the County of Mono.

### **I. RECITALS**

The County wishes to continue to employ Mr. Vallejo as Deputy County Counsel II on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Vallejo wishes to accept continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be December 8, 2013, until December 7, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Vallejo in writing no later than June 7, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Vallejo shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Vallejo that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Vallejo as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 8, 2013, Mr. Vallejo shall continue to be employed by Mono County as Deputy County Counsel II, serving at the will and pleasure of County Counsel in accordance with the terms and conditions of this Agreement. Mr. Vallejo accepts such continued employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Mr. Vallejo's employment.
3. Effective December 8, 2013 Mr. Vallejo's salary shall be \$9,057.00 per month. The Board may unilaterally increase Mr. Vallejo's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Vallejo's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Vallejo in good faith, but the County's decision whether

or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Vallejo's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 8, 2013, Mr. Vallejo shall no longer be entitled to performance pay, and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Mr. Vallejo shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Vallejo understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Mr. Vallejo was already entitled to for the 2013 calendar year under his former employment agreement).
5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Vallejo's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Vallejo shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Mr. Vallejo), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Vallejo understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision

or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Vallejo cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Vallejo's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Vallejo's employment, the County Counsel may terminate Mr. Vallejo's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Vallejo understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in his discretion, take during Mr. Vallejo's employment.
9. On or before the effective date of any such termination without cause, Mr. Vallejo shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Vallejo shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Vallejo shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Vallejo that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Vallejo shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Vallejo shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Vallejo may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Vallejo shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Vallejo. It specifically supersedes the employment agreement between the parties dated December 7, 2010, as amended July 2, 2013. Consistent with Mr. Vallejo's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Vallejo may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Vallejo's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Vallejo's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Vallejo's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Vallejo acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Vallejo further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby

knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of December 8, 2013.

**John Vallejo**

**THE COUNTY OF MONO**

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

MARSHALL RUDOLPH  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	Community Grant Budget Amendment	

### AGENDA DESCRIPTION:

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

Budget amendment to move a \$20,000 from general fund contributions to non-profit organizations to the Tourism budget.

### RECOMMENDED ACTION:

Amend the 2013-2014 Board Approved Budget as follows: In the General Fund Operating Transfers budget, Increase Operating Transfers Out and decrease Contributions to Non-Profit organizations by \$20,000. In the Tourism Budget, Increase Contributions to Non-Profit Organizations and increase Operating Transfers In by \$20,000.

### FISCAL IMPACT:

No Impact to the overall County Budget.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5494 / lchapman@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](#)

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/6/2013 5:52 PM	County Administrative Office	Yes
11/7/2013 8:47 AM	County Counsel	Yes
11/6/2013 4:52 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	U.S. Department of the Interior	

### AGENDA DESCRIPTION:

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

Correspondence dated October 31, 2013 regarding proposals about the protection of the Bi-State Distinct Population Segment (DPS) of greater sage-grouse along the California-Nevada border as a threatened species under the Endangered Species Act (USA). This correspondence details two available public meetings regarding these proposals. Additional material, too large to attach here, is available for viewing in the Clerk's office.

### 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

[Sage Grouse Proposals](#)

### History

Time	Who	Approval
11/4/2013 9:06 AM	Clerk of the Board	Yes



# United States Department of the Interior

## Pacific Southwest Region FISH AND WILDLIFE SERVICE

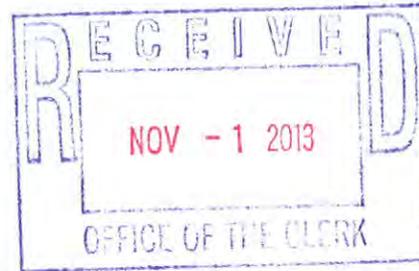
Nevada Fish and Wildlife Office  
1340 Financial Blvd., Suite 234  
Reno, Nevada 89502

Ph: (775) 861-6300 ~ Fax: (775) 861-6301



October 31, 2013

County of Mono, California  
Board of Supervisors  
Attention Lynda Roberts  
74 North School Street, Annex 1  
Bridgeport, California 93517



Dear Supervisors;

As you are likely aware, the U.S. Fish and Wildlife Service has proposed to protect the Bi-State Distinct Population Segment (DPS) of greater sage-grouse along the California-Nevada border as a threatened species under the Endangered Species Act (ESA). The proposal includes a special rule that would provide increased flexibility for land management practices that are intended to benefit the sage-grouse.

We applaud the combined efforts of our federal, state and local partners, as well as private landowners across the species' range, to address the significant challenges faced by the Bi-State DPS of greater sage-grouse. These efforts are essential to the recovery of the species. Our proposal, based on the best available science, should not deter us from continuing our work on behalf of the Bi-State DPS and its important sagebrush habitat.

The special rule proposed for the Bi-State would allow increased flexibility in implementing actions that will help conserve sage grouse. For example, we will consider whether to exempt from ESA take prohibitions land management practices consistent with the Bi-State Sage Grouse Local Area Working Group Action Plan, which was finalized in 2012.

While the 2012 Action Plan is non-regulatory, it provides a general strategic path toward conservation, provides stakeholders a degree of confidence in implementation, and will serve as a good framework for development of a species recovery plan.

We are also proposing to designate approximately 1.86 million acres of critical habitat for the Bi-State DPS. This habitat encompasses federal, state, tribal and private lands within four separate units in Carson City, Douglas, Lyon, Mineral and Esmeralda Counties in Nevada, and in Alpine, Mono, and Inyo Counties in California.

Critical habitat is a term defined in the ESA and identifies geographic areas containing features essential to the conservation of a threatened or endangered species and that may require special management considerations or protection. The designation of critical habitat does not affect land ownership or establish a refuge, and has no impact on private landowners taking actions on their land that do not require federal funding or permits.

We plan to hold two informational public meetings regarding the proposals at the following times and locations:

November 5, 2013  
4 to 6 p.m.  
Tri-County Fairgrounds, Home Economics Building  
Sierra Street and Fair Drive  
Bishop, CA 93514

November 6, 2013  
1 to 3 p.m.  
Smith Valley Community Center  
2783 State Route 208  
Wellington, NV 89444

We are enclosing copies of the two proposed rules, as well as some Frequently Asked Questions and Answers, and we invite you to provide comments on these proposals. We will be accepting comments until December 27, 2013. Information on how to submit comments is provided in both rules as well as on our website at: <http://fws.gov/nevada>.

I encourage you to contact me at (775) 861-6300 if you would like us to meet with your County Board in person.

Sincerely,



Edward D. Koch  
State Supervisor



## U. S. Fish & Wildlife Service

### Nevada Fish and Wildlife Office

*Conserving the biological diversity of the Great Basin, eastern Sierra, and Mojave Desert*

## Proposed Listing, Special 4(d) Rule, and Critical Habitat Bi-State Distinct Population Segment of Greater Sage-Grouse

### Frequently Asked Questions

#### **What is the Bi-State Distinct Population Segment (DPS) of greater sage-grouse and where does it occur?**

The Bi-State DPS of greater sage-grouse (*Centrocercus urophasianus*), which in the past has been referred to as the Mono Basin area population of greater sage-grouse, includes sage-grouse that occur in portions of Carson City, Lyon, Mineral, Esmeralda, and Douglas Counties in Nevada. It also includes sage-grouse in portions of Alpine, Inyo, and Mono Counties in California.

#### **Why did the U. S. Fish and Wildlife Service determine that Bi-State greater sage-grouse population is a Distinct Population Segment (DPS)?**

The Bi-State greater sage-grouse population qualifies as a DPS because genetic analysis shows it has been separated from other greater sage-grouse for thousands and perhaps tens of thousands of years and is discrete. It is significant to the remainder of the greater sage-grouse population because of these genetic differences.

The Service and the National Oceanic and Atmospheric Administration-National Marine Fisheries Service, developed the Policy Regarding the Recognition of Distinct Vertebrate Population Segments (DPS Policy) (61 FR 4722), to help determine what constitutes a DPS. The DPS Policy identifies three elements to be considered in a decision regarding the status of a possible DPS. These elements include (1) the discreteness of the population segment in relation to the remainder of the species to which it belongs; (2) the significance of the population segment to the species to which it belongs. If a population satisfies the above two elements, it is a DPS and then the third element is applied: (3) the population segment's conservation status in relation to the Endangered Species Act (ESA) standards for listing, delisting or reclassification (is the population segment threatened or endangered). Our policy further recognizes it may be appropriate to assign different classifications (i.e., threatened or endangered) to different DPSs of the same vertebrate taxon.

#### **What is the Service's determination regarding the status of Bi-State DPS of the greater sage-grouse?**

After evaluating the best available scientific information regarding the Bi-State DPS of greater sage-grouse, including an analysis of the threats to the species and its habitat, the Service has

determined that protection under the ESA is warranted, and the species is proposed for listing as threatened. If the Service finalizes the rule as proposed, it would extend the ESA's protections to this species.

**What is the purpose of the special rule? What will it do?**

The special rule will increase flexibility in implementing actions that will help conserve sage grouse. For example, any actions consistent with the Bi-State Sage Grouse Local Area Working Group Action Plan will be recognized as helping to conserve sage grouse, and will not require additional regulatory review to ensure they would not jeopardize the species.

The proposed 4(d) special rule provides that any take of the Bi-State DPS of greater sage-grouse incidental to agricultural activities that are included within a conservation plan developed by the NRCS for private agricultural lands and consistent with NRCS's Sage Grouse Initiative (SGI), as specified in this proposed rule, is not a prohibited action under the ESA.

**What threat analysis did the Service complete in making this determination?**

Under the ESA, the Service can determine that a species is an endangered or threatened species based on any of five factors: (A) The present or threatened destruction, modification, or curtailment of its habitat or range; (B) Overutilization for commercial, recreational, scientific, or educational purposes; (C) Disease or predation; (D) The inadequacy of existing regulatory mechanisms; or (E) Other natural or manmade factors affecting its continued existence.

We have determined that the primary threats to the Bi-State DPS of greater sage-grouse are urbanization and habitat conversion (Factor A); infrastructure (Factors A and E); mining (Factors A and E); renewable energy development and associated infrastructure (Factors A and E); non-native and native invasive species (e.g., cheatgrass, pinyon-juniper encroachment) (Factors A and E); wildfires and altered fire regime (Factors A and E), and small population size and population structure (Factor E). Other threats impacting the DPS are climate change, including drought (Factors A and E); recreation (Factors A and E); disease and predation (Factor B); and inadequacy of existing regulatory mechanisms (Factor D).

The DPS is experiencing multiple, interacting impacts (i.e., synergistic effects) to sage-grouse populations and sagebrush habitats that are ongoing (and expected to continue into the future) in many areas throughout the species' range.

Bi-State DPS of greater sage-grouse occur as small, local populations that are relatively isolated from each other. Small populations are inherently at greater risk than larger populations from events such as disease epidemics, or environmental catastrophes. Together, the Bodie and South Mono PMUs (which harbor the two stronghold populations), located mainly in California, represent less than 20 percent of the historical range for the Bi-State DPS.

**Why did the Service make a determination on the Bi-State DPS of greater sage-grouse?**

The Service received two petitions to list the Bi-State DPS of greater sage-grouse, one from the Institute for Wildlife Protection (dated December 28, 2001), and the other from the Stanford Law School Environmental Law Clinic (dated November 10, 2005) on behalf of the Sagebrush Sea Campaign, Western Watersheds Project, Center for Biological Diversity, and Christians Caring

for Creation. A series of actions by the Service was taken in response to the petitions, which included publication (in 2006) of a 90-day finding that these petitions did not present substantial scientific or commercial information indicating that the petitioned actions were warranted.

There also have been legal challenges, and the Service voluntarily remanded its 2006 90-day finding. Based on reevaluation, the Service published a 90-day finding on April 29, 2008, concluding the petitions presented substantial scientific or commercial information indicating that listing this population may be warranted, initiated an in-depth status review, and made a warranted but precluded 12-month finding, placing the species on the candidate list.

**What is being done to conserve the Bi-State DPS of greater sage-grouse?** The Service acknowledges its state, federal and local working group partners as well as private landowners for their ongoing and proposed conservation efforts across the range of the Bi-State DPS of greater sage-grouse. A Bi-State Local Area Working Group has been meeting regularly to discuss projects, issues, and opportunities, and developed a Local Area Working Group Action Plan in 2004. In 2012, the Bi-State Action Plan was finalized. Similar in nature to the 2004 Plan, it updated the current understanding of the population and apparent stressors and includes a series of actions needed to alleviate impacts. Signatories to this plan include the Bureau of Land Management, U.S. Forest Service, Natural Resource Conservation Service, U.S. Geological Survey and the Service, and the plan was vetted through participants associated with the 2004 Plan.

While the 2012 Action Plan remains non-regulatory, it provides a general strategic path forward toward conservation and affords a degree of confidence in implementation among stakeholders. It will also serve as a good framework for development of a species recovery plan.

**Does the proposed listing of the Bi-State DPS of greater sage-grouse mean that the wider ranging greater sage-grouse will also be proposed for listing?**

No. The Service's decision on the Bi-State DPS of greater sage-grouse is based on the best available science and is unique to this DPS. It was considered for protection as a separate entity and will have no bearing on the future evaluation of the wider-ranging population of greater sage-grouse.

There is still time to make conservation progress prior to the 2015 settlement date for the wider-ranging greater sage-grouse. Our proposed listing of the Bi-State DPS of greater sage-grouse should not deter implementation of actions for either the Bi-State DPS of greater sage-grouse or the wider-ranging greater sage-grouse.

**What activities could be affected by the proposed listing and proposed critical habitat?**

If a species is proposed for listing, under Section 7(a)(4) of the ESA, federal agencies are required to confer with the Service on any actions that are likely to jeopardize the continued existence of Bi-State greater sage-grouse or destroy or adversely modify proposed critical habitat. Also, if there is a project with a federal nexus (authorized, funded, or carried out by a federal agency) on non-federal lands, conferencing with the Service may be required. Federal agencies may also request conferencing with the Service on any program or activity that may affect a proposed species or proposed critical habitat.

**What is the Service’s determination regarding critical habitat for the Bi-State DPS of greater sage-grouse?**

As part of the listing proposal, the Service has identified 1,868,017 acres of proposed critical habitat. This habitat is encompassed within federal, state, tribal, and private lands on four separate units in Carson City, Douglas, Lyon, Mineral and Esmeralda Counties in Nevada, and in Alpine, Mono, and Inyo Counties in California. Consistent with the definition of “critical habitat,” the four units are the specific areas within the geographical area occupied by the species at the time of listing on which are found those physical and biological features essential to the conservation of the species. Land ownership in the four units is: 86 percent federal; 1 percent state; 9 percent private; 2 percent tribal; and 2 percent local.

**What is critical habitat?**

“Critical habitat” is a term in the ESA that identifies geographic areas of particular importance to the conservation of a threatened or endangered species. The ESA defines “conservation” as the actions leading towards the eventual recovery of a species to the point where it is no longer threatened or endangered.

The ESA requires federal agencies to consult with the Service on any of their actions that may affect designated critical habitat. The Service can then recommend ways to minimize any adverse effects. It imposes no requirements on state or private actions on state or private lands where no federal funding, permits, or approvals are required.

**Does a critical habitat designation mean an area is considered a wildlife refuge or sanctuary?**

No. The designation of critical habitat does not affect land ownership or establish a refuge, wilderness, reserve, preserve or other conservation area. It does not allow government or public access to private lands.

**Will the Bi-State DPS of greater sage-grouse only be protected in places where critical habitat is designated?**

No. All other protections afforded by the ESA apply both on and off designated critical habitat. Listed species, both inside and outside critical habitat, are protected from “take” (e.g., shooting, killing, trapping, and collecting). “Take” can be intentional or incidental. And “take” includes harming and harassing individual animals. However, take may be allowed with a permit from the Service.

**How was critical habitat determined for the Bi-State DPS of greater sage-grouse?**

The Service used the best available science and reviewed all available information pertaining to the habitat requirements of the species. In determining which lands to include in the critical habitat proposal, we identified the physical or biological features essential to the conservation of this species. First, we identified sagebrush plant communities that contain herbaceous vegetation consisting of a diversity and abundance of forbs, insects, and grasses that fulfill all of the seasonal dietary requirements of the Bi-State DPS of greater sage-grouse. Second, we identified non-sagebrush habitats located adjacent to sagebrush plant communities used by the Bi-State DPS of greater sage-grouse for foraging during seasonally dry periods. These habitats are

generally more mesic (containing moderate amounts of moisture) than surrounding habitat, and include wet meadows, riparian areas, and irrigated pastures.

**Does everything within the critical habitat boundary get treated as critical habitat?**

No. The Service cannot map critical habitat in sufficient detail to exclude all developed areas and other lands unlikely to contain “primary constituent elements” essential for sage-grouse conservation. Within the critical habitat boundaries, only lands containing some or all of the primary constituent elements are designated as critical habitat. Existing man-made features and structures within critical habitat, such as buildings; roads; residential landscaping; residential, commercial, and industrial developments; and other features, do not contain the primary constituent elements. Therefore, these areas are not critical habitat and are specifically excluded from the designation.

In addition, we are not including 13,397 acres of land within the proposed critical habitat designation because the Department of Defense, Hawthorne Army Depot, has a completed, Service-approved Integrated Natural Resources Management Plan (INRMP). An INRMP integrates implementation of the military mission of the installation with stewardship of the natural resources found on the base. Among other things, each INRMP must, to the extent appropriate and applicable, provide for fish and wildlife management; fish and wildlife habitat enhancement or modification; wetland protection, enhancement, and restoration where necessary to support fish and wildlife; and enforcement of applicable natural resource laws.

**What are Primary Constituent Elements (PCEs)?**

According to 50 CFR 424.12(b), the Service is required to identify the physical or biological features essential to the conservation of the Bi-State DPS of greater sage-grouse in areas occupied at the time of listing, focusing on the features’ primary constituent elements. We consider primary constituent elements to be those specific elements of the physical or biological features that provide for a species’ life-history processes and are essential to the conservation of the species.

Based on our current knowledge of the physical or biological features and habitat characteristics required to sustain the species’ life-history processes, the Service determined that the primary constituent elements specific to the Bi-State DPS of greater sage-grouse are:

PCE 1: Areas with vegetation composed primarily of sagebrush plant communities of sufficient size and configuration to encompass all seasonal habitats for a given population of greater sage-grouse, or facilitate movements within and among populations.

PCE 2: Breeding habitat composed of sagebrush plant communities with structural characteristics within the ranges described below. Habitat structure values are average values.

<u>Vegetation Variable</u>	<u>Amount of Occurrence in the Habitat</u>
Sagebrush Canopy Cover	>20 percent
Non-sagebrush Canopy Cover	>20 percent
Total Shrub Canopy Cover	>40 percent
Sagebrush Height	>30 cm (12 in)

Perennial Grass Cover	No less than 5 percent but >10 percent if total shrub cover <25 percent
Annual Grass Cover	<5 percent
Forb Cover	>10 percent
Grass/Forb Height	>18 cm (7 in)

PCE 3: Brood-rearing habitat composed of sagebrush plant communities and alternative, mesic habitats used primarily in the summer-late fall season. These sites include, but are not limited to: riparian communities, springs, seeps, mesic meadows, and irrigated hay pastures with structural characteristics within the ranges described below.

<u>Vegetation Variable</u>	<u>Amount of Occurrence in the Habitat</u>
Sagebrush Canopy Cover	10 - 25 percent
Total Shrub Canopy Cover	14 - 25 percent
Sagebrush Height	> 30 cm (12 in)
Perennial Grass Cover	> 7 percent
Perennial Forb Availability	> 5 species present
Forb Cover	> 7 percent
Grass/Forb Height	18 cm (7 in)
Meadow Edge (ratio perimeter to area)	> 0.015
Species Richness	> 5 species

PCE 4: Winter habitat composed of sagebrush plant communities with sagebrush canopy cover greater than 10 percent and sagebrush height of greater than 25 cm (9.8 in) above snow level.

**Is an economic analysis being prepared for the proposed critical habitat designation?**

Yes. The Service is preparing an analysis of the economic impacts of the proposed critical habitat designations and related factors and will announce the availability of the draft economic analysis as soon as it is completed. At that time, the Service will seek additional public review and comment.

**How can I find out more information about the proposals?**

Two public meetings have been scheduled at the following locations and times:

November 5, 2013  
 4 to 6 p.m.  
 Tri-County Fairgrounds, Home Economics Building  
 Sierra Street and Fair Drive  
 Bishop, CA 93514

November 6, 2013  
 1 to 3 p.m.  
 Smith Valley Community Center  
 2783 State Route 208  
 Wellington, NV 89444

Information about the proposals is available on the web at <http://www.fws.gov/Nevada> or at <http://www.regulations.gov>, or by calling the U.S. Fish and Wildlife at 775-861-6300.

**How can I provide comments on the proposals?**

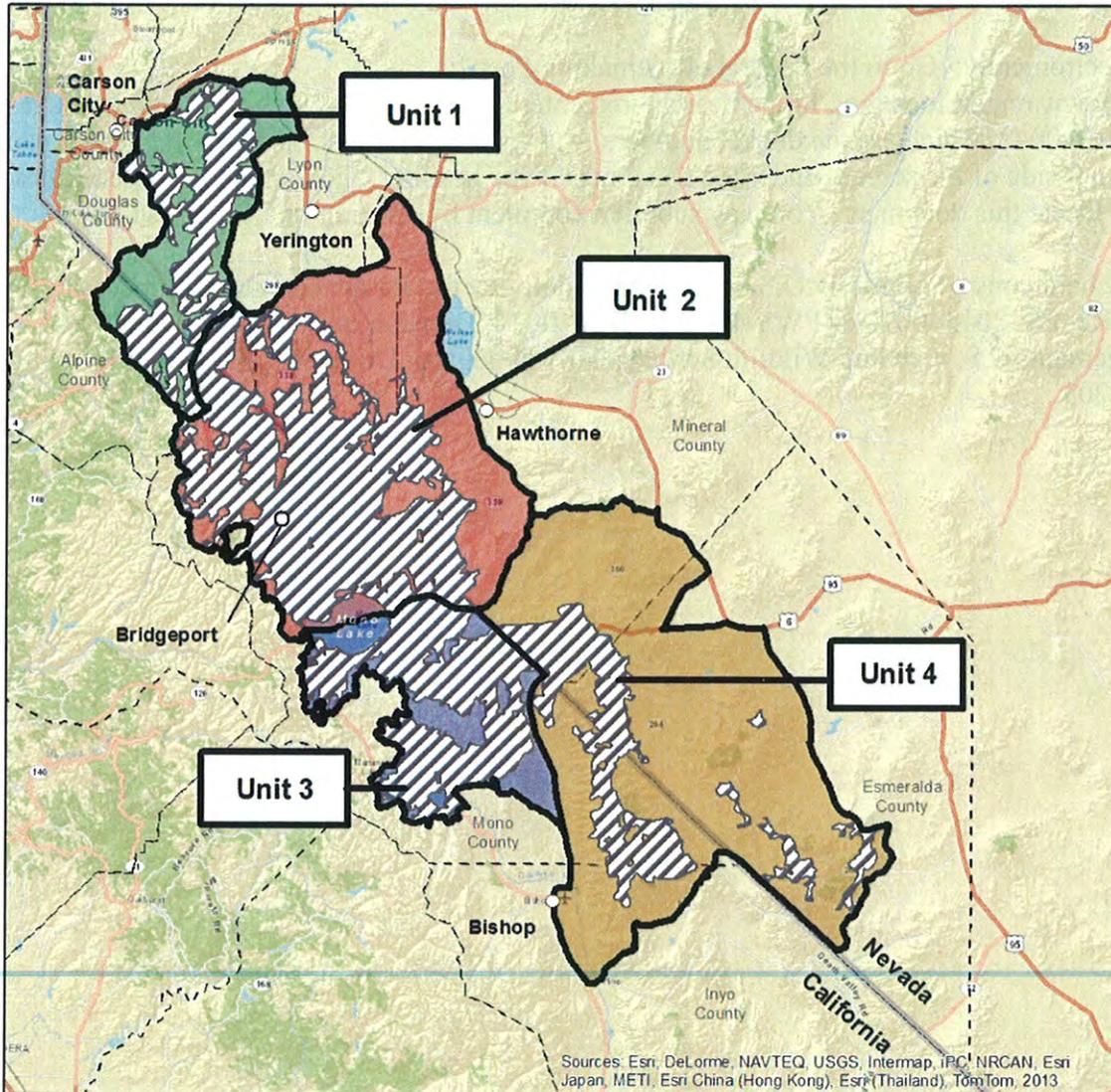
Scientific information regarding these proposals will be accepted until December 27, 2013 and may be submitted by one of the following methods:

(1) Electronically: Go to the Federal eRulemaking Portal:

<http://www.regulations.gov>. In the Search box, enter FWS-R8-ES-2013-0072 and FWS-R8-ES-2013-0042, which are the docket numbers for these rulemakings. Then, in the Search panel on the left side of the screen, under the Document Type heading, click on the Proposed Rules link to locate this document. You may submit a comment by clicking on “Comment Now!”

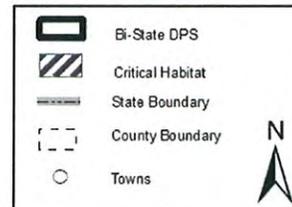
(2) By hard copy: Submit by U.S. mail or hand-delivery to: Public Comments Processing, Attn: FWS-R8-ES-2013-0072 or FWS-R8-ES-2013-0042; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N. Fairfax Drive, MS 2042-PDM; Arlington, VA 22203.

**Index Map: Critical Habitat for Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse; Alpine, Inyo, and Mono Counties, California; and Carson City, Douglas, Esmeralda, Lyon, and Mineral Counties, Nevada**



0 25 50 Miles

0 25 50 Kilometers





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	California Water Boards	

### AGENDA DESCRIPTION:

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

Correspondence dated October 21, 2013 from the California Water Boards, State Water Resources Control Board, regarding the Walker River Irrigation District's Petitions for Temporary Transfer and Change Involving Rights Established under the Walker River Decree, Case No. C-125.

### 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

[Water Board](#)

### History

Time	Who	Approval
11/4/2013 9:09 AM	Clerk of the Board	Yes



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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## State Water Resources Control Board

**OCT 21 2013**

In Reply Refer to:  
KMG:A002221, A001389

To: Attached Mailing List

WALKER RIVER IRRIGATION DISTRICT'S PETITIONS FOR TEMPORARY TRANSFER AND CHANGE INVOLVING RIGHTS ESTABLISHED UNDER THE WALKER RIVER DECREE, CASE NO. C-125

This letter provides a further update<sup>1</sup> on the status of the Walker River Irrigation District's (WRID) petitions for proposed temporary transfer and change under Licenses 6000 and 9407, which were filed pursuant to California Water Code section 1725 et seq. and section 1707. On March 13, 2013, the State Water Resources Control Board (State Water Board), Division of Water Rights (Division) issued public notice of WRID's petitions. In addition, notice of the change petitions was provided by newspaper publication.

The Division received nine comment letters regarding WRID's petitions. In order that all relevant information is considered prior to the State Water Board making a final determination regarding the petitions, the Division requested WRID to respond to the comment letters. WRID was to provide the Division with its responses to the comments by August 30, 2013; however, on August 26, 2013, WRID requested an extension until October 18, 2013 to provide its responses to the Division. By email dated August 28, 2013 the Division approved WRID's extension request.

On October 15, 2013, WRID requested an additional extension until November 22, 2013 to provide responses to the comments. WRID also consented to allow the State Water Board 60 days after receiving WRID's responses to render its decision on the petitions.

In an October 16, 2013 email, the Division approved WRID's extension request. The Division also indicated that if future time extensions appear to be necessary to issue a decision, WRID will be notified as soon as possible.

---

<sup>1</sup> The Division originally provided an update on the status of the petitions by letter dated May 24, 2013, and provided a second updated by letter dated August 28, 2013.

## Mailing List

United States Board of Water  
Commissioners  
c/o Karen A. Peterson, Esq.  
Allison, Mackenzie, Pavlakis  
Wright & Fagan, Ltd.  
402 N. Division St.  
P.O. Box 646  
Carson City, NV 89702

Walker River Irrigation District  
c/o Darren Cordova  
MBK Engineers  
1771 Tribute Road Suite A  
Sacramento, CA 95815

Walker River Irrigation District  
Post Office Box 820  
Yerington, NV 89447

Erin K.L. Mahaney, Esq.  
Office of Chief Counsel  
State Water Resources  
Control Board  
1001 I Street, 22nd Floor  
Sacramento, CA 95814

Jason King, P.E.  
State Engineer  
Division of Water Resources  
State of Nevada  
901 S. Stewart St., Ste. 2002  
Carson City, NV 89701

Dwain Chichester, President  
Antelope Valley Mutual Water Company  
P.O. Box 43  
Topaz, CA 96133

Richard B. Nuti, President  
Six-N-Ranch, Inc.  
P.O. Box 49  
Smith, NV 89430

Peter A. Fenili  
Fenili Family Trust  
P.O. Box 3  
Smith, NV 89430

National Fish & Wildlife Foundation  
c/o Don Springmeyer, Esq.  
Christopher W. Mixson, Esq.  
Wolf, Rifkin, Shapiro, Schulman & Rabkin,  
LLP  
3556 E. Russell Road, 2nd Floor  
Las Vegas, NV 89120-2234

David Yardas, Director  
Walker Basin Restoration Program  
113315th Street N.W., Suite 1100  
Washington, D.C. 20005

Gary Garms  
P.O. Box 170  
Smith, NV 89430

Stacy Simon  
Assistant County Counsel  
Mono County Board of Supervisors  
P.O. Box 715  
Bridgeport, CA 93517

Walker River Paiute Tribe  
c/o Dwight L. Smith  
InterFlow Hydrology, Inc.  
P.O. Box 1482  
Truckee, CA 96161

Kimberly Nicol  
Regional Manager  
Department of Fish and Wildlife  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 91764



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	Forest Service Regarding Boulder Creek Fuels Reduction Project	

### AGENDA DESCRIPTION:

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

Correspondence dated October 17, 2013 from Kevin B. Elliott, Forest Supervisor, regarding the Boulder Creek Project addressing Mono County's concerns about the prescribed burn project.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@rocketmail.com

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

[boulder creek letter](#)

### History

Time	Who	Approval
11/4/2013 1:46 PM	Clerk of the Board	Yes

File Code: 5150

Date: OCT 17 2013

Mr. Jim Leddy  
County of Mono  
P. O. Box 696  
Bridgeport, CA 93517

Dear Mr. Leddy:

I want to first thank you for your letter regarding our Boulder Creek Fuels Reduction Project (Boulder Creek Project). The impact from our yearly prescribed burn projects on public health is and will always be of great concern to me. I do not doubt that this year's wildfires impacted the residents of Mono County. Smoke management is a critical issue in our area, and we designed the Boulder Creek Project to limit the impact smoke would have on the surrounding airshed.

The Boulder Creek Project is needed to reduce the risk of loss from large scale, stand-replacing wildfires in the Kings Canyon drainage. In the Boulder Creek Project area, the winter snow season can start any time from late October through December. A few weeks ago, the Boulder Project area received snow, which has since melted.

We are monitoring burning conditions and intend to initiate prescribed fire operations as soon conditions are favorable. As with all our prescribed fire operations, we maintain communication with the surrounding Air Pollution Control Districts. They help us choose which weather conditions would result in the least impact to the public and our fire fighters.

Again, I appreciate your interest and concern regarding the Boulder Creek prescribed burn project. I look forward to future discussions. For questions regarding the Boulder Creek Fuels Reduction Project please feel free to contact Sequoia National Forest Fire Chief, Brent Skaggs, at (559) 280-1744.

Sincerely,

KEVIN B. ELLIOTT  
Forest Supervisor

Cc: Brent Skaggs, Teresa Benson





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	Approximately 9:30 a.m. / 45 minutes (5 minute presentation; 40 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jeff Walters
<b>SUBJECT</b>	Review of Snow Removal Priorities, Policies and Procedures		

### AGENDA DESCRIPTION:

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

Each year the Roads Division of Public Works provides the Board of Supervisors for their review a list of the snow removal policies, procedures and priorities for county-maintained roads.

### RECOMMENDED ACTION:

1. Receive staff report regarding current snow removal priorities and recommend changes to those priorities. 2. Provide direction to staff regarding modifications to current snow removal priorities. 3. Consider and potentially adopt Resolution No. R13-\_\_\_, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures and Priorities for County-Maintained Roads." 4. Provide any desired direction to staff.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** (760) 932-5459 / jwalters@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](#)

 [Snow Removal Policies - Staff Report 11.12.13](#)

 [Exhibit 1 - Snow Removal Policies - 11.12.13](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/1/2013 9:54 AM	County Administrative Office	Yes
11/4/2013 12:07 PM	County Counsel	Yes
10/23/2013 4:48 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: November 12, 2013  
To: Honorable Chair and Members of the Board of Supervisors  
From: Jeff Walters, Acting Public Works Director  
Re: Review of Snow Removal Priorities

### **Recommended Action:**

1. Receive staff report regarding current snow removal priorities and recommended changes to those priorities.
2. Provide direction to staff regarding modifications to current snow removal priorities.
3. Consider and potentially adopt Resolution No. R13-\_\_\_, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads."
4. Provide any desired direction to staff.

### **Fiscal Impact:**

None.

### **Discussion:**

In past years, the Board of Supervisors considered and approved policies, procedures, and priorities for the Department of Public Works' snow removal operations. These were incorporated into a document adopted by the County through Board resolutions. In addition, snow removal priorities for individual County-maintained streets are delineated on a map maintained by Public Works and referenced in the resolution.

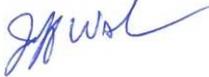
The resolution calls for an annual review of the program, which gives the Board an opportunity to add or delete streets, change priorities or procedures, and make any other changes it desires. It is Public Works' intention to review current snow removal protocol at the meeting, then either ask the Board to adopt the resolution as presented or bring changes resulting from the discussion back to the Board for approval at a later date.

Public Works confirmed with the Eastern Sierra Unified School District that they do not require any changes to their regular bus routes for this season. Public Works made a minor revision to the placement of snow poles to better reflect the realities in the field. Public Works does not have any other changes to recommend to the policies, procedures, and priorities for the 2013-14 winter. However, the Board may wish to have some current practices expanded upon, clarified, or memorialized.

A copy of the draft Board resolution, which includes and references the Snow Removal Policies, Procedures, and Priorities as Exhibit A, is enclosed as Exhibit 1 to this staff report. A reduced copy of the revised Snow Removal Priority Map is included as Exhibit B to the resolution; full-size copies of the map and individual Road Area maps will be available at the meeting for Board reference. Exhibit C contains more detail by road area and community.

If you have any questions regarding this item, please contact me at 760.932.5459. We may also be contacted by email at [jwalters@mono.ca.gov](mailto:jwalters@mono.ca.gov).

Respectfully submitted,



Jeff Walters  
Acting Public Works Director

Attachment: Exhibit 1 – Draft Resolution (with Exhibit A)  
Exhibit B – Snow Removal Priority Map  
Exhibit C – Snow Removal Priorities by District



**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RE-ESTABLISHING SNOW REMOVAL POLICIES, PROCEDURES,  
AND PRIORITIES FOR COUNTY-MAINTAINED ROADS**

**WHEREAS**, the Mono County Board of Supervisors recognizes and confirms that snow removal activities are a critical and essential element of the County Road System; and,

**WHEREAS**, the Mono County Department of Public Works has been delegated the responsibility of administering a safe and expeditious snow removal program for County-maintained roads; and,

**WHEREAS**, to effectuate such a program, the Board of Supervisors and the Department of Public Works find it necessary to develop snow removal policies, procedures, and priorities; and,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves and adopts the “Mono County Snow Removal Policies, Procedures, and Priorities” for 2014 as specified in the attached Exhibit A and the “Snow Removal Priority Map,” attached hereto as Exhibit B.

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall, at a minimum, review said program and map annually and make such modifications as they may deem appropriate.

**APPROVED AND ADOPTED** this 12th day of November, 2013, by the following vote of the Board of Supervisors, County of Mono:

**AYES** :

**NOES** :

**ABSENT** :

**ABSTAIN** :

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Byng Hunt, Chair  
Mono County Board of Supervisors

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ATTEST:

Approved as to Form:

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Lynda Roberts  
Clerk of the Board

---

Marshall Rudolph  
County Counsel

# EXHIBIT A

## MONO COUNTY SNOW REMOVAL POLICIES, PROCEDURES, AND PRIORITIES

It is the desire and intention of Mono County to provide snow removal services on paved and gravel roads within the county and to provide access to year-round residences and businesses for emergency vehicles and the public. The amount of safety and convenience to motorists in the winter varies with a number of factors such as weather conditions, the amount of snowfall, and the availability of equipment and manpower. In recognition of the County's limited resources, residents may find that at times of heavy snowfall, wind drift, or avalanche, some roads may be impassable. For the purposes of this document, the County's maintained roads have been separated into five classifications reflecting their priority status for receiving snow removal resources and effort, based on amount of traffic, type of traffic, remoteness of location, elevation, and avalanche conditions. It is not the intention of this policy to create or impose any new mandatory duties upon the County or its staff.

It is within the authority of each Road District Supervisor to maintain the roads in their districts in a reasonably safe condition according to the County's standards. As such, hazardous conditions and public complaints will normally be addressed at this level. Where situations can not be resolved at this level or assistance is needed, the next step would be to contact the Road Operations Supervisor, followed by the Director of Road Operations/Fleet Services and then the Public Works Director.

### **SNOW REMOVAL PRIORITIES**

The following section describes the County's adopted classification system for snow removal priorities on County-maintained roads. For snow removal class designations for individual County-maintained roads, refer to the most recent "Mono County Maintained Mileage" table and/or "Snow Removal Priority Map," both of which are on file at the Department of Public Works.

#### **Class I**

Class I roads are paved roads that are school bus routes and major collectors, which provide the main access for communities to the State Highway System, and County roads that serve as access to fire stations, paramedics, and the Mono County Sheriff's office. These roads will generally receive snow removal resources first and more frequently than subordinate road classifications, and it is the Department of Public Works' goal to keep them open continuously. While roads in this classification may close temporarily for public safety reasons, they will typically be the first to be re-opened. Safety devices, such as cinders and reflective tape on snow poles, may be used more extensively on these roads than for other road classifications.

#### **Class II**

Class II roads are primarily paved minor collector roads, which service communities and government offices, but carry less traffic than Class I roads and are not part of school bus routes. These are the second priority to receive snow removal resources. Snow removal

efforts and application of cinders are similar to that of Class I roads, but with less frequency of resources and safety devices.

### **Class III**

Class III roads are residential streets, cul-de-sacs, and other paved and gravel community roads. As the third priority designation, these roads generally receive snow removal as soon as all of the Class I and Class II roads have been opened and cleared. Cinders are typically used only in hazardous situations or locations, as determined by the Road District Supervisor, such as on steep grades and at intersections. Snow accumulations of less than three inches may not be plowed except during normal working hours.

### **Class IV**

Class IV roads are other paved and gravel roads that are forest roads, remote roads serving single residences, or high mountain roads with severe snow accumulations and avalanche potential. These roads generally receive snow removal only after all of the above classes of roads are plowed and cleared, typically after the storms have passed. Snow will be removed during daylight hours only (if at all), and overtime hours are typically not authorized. These roads are subject to temporary closure or seasonal closure at the discretion of the Director of Road Operations/Fleet Services or the Public Works Director, which may be the result of a series of heavy storms or presence of an avalanche hazard. Snow accumulations of six inches or less may not be plowed except during normal working hours. Cinders may be used only in hazardous situations or locations at the Road District Supervisor's discretion.

### **Class V**

Class V roads are primarily other forest roads that are closed during the winter months. These roads receive no snow removal resources or are only opened in the spring after a substantial amount of snowpack has melted.

## **SNOW REMOVAL PROCEDURES**

The following section describes procedures and practices for snow removal operations on County-maintained roads.

### **Plowing**

Plowing usually begins when it appears that snowfall amounts are accumulating to the extent that use of the roads is being adversely affected and dangerous conditions may exist. A small amount of snow, such as 1-2 inches, may not warrant plowing other than during normal work hours. Road District Supervisors may monitor the amount of snowfall accumulations on roads within their jurisdictions. Snow depths of three inches or more may trigger the initiation of snow removal activities. Where existing or anticipated snowfall or high winds begin prior to 7:30 am, snow removal operations may start at or prior to 4:30 am. Starting at 4:30 am may also be required where clean-up operations have not yet been completed from a prior storm. Should questions occur, the Road District Supervisors will coordinate their snow removal operations with the Road Operations Supervisor.

When conditions require continuous plowing to keep roads open, 16-hour shifts are considered the maximum for any operator. To reduce stress and fatigue during these types of extended work shifts, a 30-minute dinner break may be implemented along with normal lunch and coffee breaks.

At the direction of the Road Operations Supervisor, Director of Road Operations/Fleet Services, or Public Works Director, deployment of personnel to districts other than their permanent work station may be necessary to provide assistance with snow removal operations where it is most needed (as determined by the County at its discretion), during extreme conditions, or when a shortage of personnel exists. Travel to and from an area other than the operator's normal reporting district is considered hours worked, and a County vehicle will be supplied. In some circumstances, a motel room and meals may be furnished.

### **Cinders**

The purpose for placing cinders on County-maintained roads is to provide a possible additional measure of safety during very icy and/or slippery conditions, as opposed to providing convenience for motorists. Motorists should not be encouraged to rely on cinders on all roads, especially when conditions warrant the use of tire chains and/or snow tires.

The following are some examples of situations or locations where cinders should be used, which are done at the County's discretion:

- Steep hills, curves, or intersections with hard-packed snow or ice when cars can negotiate other areas without chains.
- Roads that are bare for the most part but have patches of snow or ice that may not be expected by motorists.
- Isolated patches of snow or ice that could melt faster with the application of cinders.

Most of these situations would occur after snow storms have passed and snow removal has been completed. Normally, the application of cinders should not be necessary during storms when roads are covered with fresh snow and driving conditions are more uniform and obvious to motorists, and when the use of tire chains is expected.

### **Snow Stakes**

Snow stakes of various colors may be placed along road shoulders to provide visible guides for operators of snow removal equipment. Although they provide some delineation for motorists, the stakes are not intended to be used as traffic delineators.

Steel "U" channel posts are typically used for snow stakes. On certain residential streets, "L"-type guide posts and fiberglass whips may be used. The length of snow stakes may vary from 6 feet to 10 feet. Snow stakes are "generally" placed 2 to 4 feet from edge of pavement unless staff, at its discretion, determines that they should be a different distance. This includes locations along the road, road shoulder or directly behind curbs best determined by the Road staff. Snow poles are normally placed at intersections and at a distance of 100 feet to 250 feet apart. Snow poles may be painted yellow, safety orange or another color.

## **Reflective Tape**

*Snow poles (for Class I and Class II roads):* on the side of the pole facing traffic, a 3" x 3" strip of colored reflective tape (typically blue or white) is to be placed five feet above the pavement and at the top of the post. On the side facing away from traffic, one strip is to be placed at the top of the post.

*Fiberglass whips:* on each whip, a 6" strip of colored reflective tape (typically blue or white) is to be wrapped around the top of the whip.

## **Warning Signs**

The intention and purpose of warning signs is to advise motorists of unexpected conditions, when the County determines at its discretion to provide such warnings. In the winter these conditions would normally be ice and, on occasion, suspended snow removal operations.

To warn motorists of icy conditions, permanent signs reading "ROAD MAY BE ICY" may be placed on roads where slippery conditions may not be anticipated at all times. These signs should be placed (if at all) at each end of the road and at critical intermediate locations along the way. Signs should be placed 8 to 12 feet from edge of pavement. Portable temporary signs reading "ICY" may also be utilized, at the County's discretion, where an isolated extreme icy condition exists that is not addressed by permanent signs.

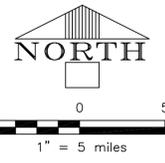
Permanent turn-able or temporary portable signs reading "SNOW REMOVAL SUSPENDED" may be used, at the County's discretion, at locations where plowing activities have been ceased due to the posting of severe avalanche danger advisory by the Sheriff's Department or the presence of other conditions where public and operator safety warrants the suspension of snow removal operations.

Permanent signs reading "SNOW NOT REMOVED BEYOND THIS POINT" may be used, at the County's discretion, where only a portion of the road is plowed. These signs *should* be placed 8 to 12 feet from the edge of pavement, adjacent to the end of the plowed section of roadway.

Permanent turn-able or temporary portable signs reading "ROAD CLOSED" may be used, at the County's discretion, when snow, avalanche, wind, or flooding conditions warrant the closure of a road or portion thereof, for the safety of the public or County employees.

## **Emergency Road Closures**

In emergency situations, the Director of Road Operations/Fleet Services, Public Works Director, and/or the Mono County Sheriff may find it necessary to close County-maintained roads. As soon as reasonably practicable following a determination by the Director of Road Operations/Fleet Services or Public Works Director that a road or roads warrant closure, notification of the road closure may be given to the Mono County Sheriff and to the California Highway Patrol.



ROAD NO	ROAD NAME	PAVE	MILES	DIRT	SNOW	REF. MAP	NO	ROAD NO	ROAD NAME	PAVE	MILES	DIRT	SNOW	REF. MAP	NO	ROAD NO	ROAD NAME	PAVE	MILES	DIRT	SNOW	REF. MAP	NO		
3028	ADOBE RANCH ROAD		1.34	4.39	V	16	5006	GOLDEN GATE ROAD		6.25	2.50	IV	2	2038	PUMICE MILL ROAD		1.45	V	16					16	
2088	AIRPORT ROAD (Mammoth)		0.65	0.65	III	11	3111	PUNICE MINE ROAD		0.44	0.44	III	16	3111	PUNICE MINE ROAD		0.41	2.94	V	15				11	
3202	AIRPORT ROAD (Lee Vining)		0.20	0.20	III	15	4004	GREEN CREEK ROAD		0.21	0.21	III	15	3005	PUMICE MINE ROAD		0.15	0.15	III	11				11	
3116	ALDERMAN STREET		0.10	0.10	III	24	3304	GREEN LAKE COURT		0.03	0.03	III	11	2116	QUAIL CIRCLE		0.10	0.10	III	24				24	
2107	ALSON LANE		0.94	6.82	0.25	III	19	2013	GREGORY LANE		0.24	0.24	III	20	3003	PUMICE MINE ROAD		1.20	0.95	III	20				20
2081	ANTELOPE SPRINGS ROAD		0.22	0.22	III	14	3114	GULL LAKE CAMPGROUND ROAD		0.31	0.31	V	15	2010	RAINBOW TURNS ROAD		0.51	0.51	III	24				24	
3009	ASPEN ROAD		0.74	0.74	III	24	3112	GULL LAKE ROAD		0.14	0.14	III	15	4019	RAMP ROAD		0.20	0.20	III	5				5	
2070	ASPEN SPRINGS RANCH		0.27	0.27	III	24	2012	HILTON CREEK TRAIL		0.53	0.43	IV	24	2022	ROUND MOUNTAIN ROAD		4.75	1.51	IV	24				24	
2303	ASPEN TERRACE		0.65	7.21	0.65	V	5	5003	HACKNEY DRIVE		0.09	0.09	I	2	3050	RATLESNAKE GULCH ROAD		0.61	0.17	V	11				11
4114	AURORA CANYON ROAD		11.31	11.31	V	15	2050	HAMMILL ROAD		0.78	0.78	III	21	2059	REICHHART RANCH ROAD		0.69	0.69	III	16				16	
3003	BAIRD MOUNTAIN ROAD		1.60	1.60	V	15	4103	HAYS STREET		0.06	0.06	II	5	2112	RIMROCK DRIVE		0.87	0.87	III	24				24	
3004	BAIRD MOUNTAIN SPRINGS ROAD		4.20	4.20	V	20	2047	HICKORY VYH ROAD		0.10	0.10	Y	25	2007	REVER SPRINGS ROAD		3.77	0.25	V	16				16	
2052	BARKER MINE ROAD		0.68	0.68	V	15	2306	HILTON CREEK DRIVE		0.23	0.23	III	24	2003	ROCK CREEK ROAD		8.05	5.00	IV	24				24	
3026	BAXTERS ROAD		30.44	30.44	I	19-20-16	2307	HILTON CREEK PLACE		0.10	0.10	III	24	2417	RONDA LANE		0.17	0.17	III	25				25	
2017	BENTON CROSSING ROAD		0.12	0.12	III	15	2012	HILTON CREEK TRAIL		0.77	0.77	III	24	2022	ROUND MOUNTAIN ROAD		4.75	1.51	IV	24				24	
3101	BIG ROCK ROAD		1.49	4.87	V	19-15	2091	HOT CREEK HATCHERY ROAD		1.80	3.17	0.80	I	19	3017	RUSH CREEK ROAD		3.08	0.7	V	12				12
3001	BLACK CANYON ROAD		1.85	1.85	V	16	2091	HOT CREEK HATCHERY ROAD		1.00	1.00	III	19	2412	SACRAMENTO STREET		0.25	0.25	I	25				25	
2067	BLACK LAKE ROAD		0.10	0.10	V	16	2071	HOT CREEK RANCH ROAD		1.14	1.14	V	19	3037	SADDLEBAG LAKE ROAD		2.59	0.69	III	16				16	
2053	BLACK ROCK MINE ROAD		7.88	0.31	2.88	III	19	2013	GREGORY LANE		0.07	0.07	III	15	3025	SAGE HEN MEADOWS ROAD		8.82	0.67	V	11				11
2053	BLACK ROCK MINE ROAD		5.00	5.00	IV	20	4013	HUNEVILL RANCH ROAD		1.04	1.04	III	8	3019	SAND FLAT CUT-OFF		4.56	0.17	V	15				15	
3302	BLUE LAKE WAY		0.04	0.04	III	11	2401	HUNTER AVENUE		0.27	0.27	I	25	3033	SAWMILL CROSS-OVER ROAD		4.00	0.17	V	16				16	
4008	BODIE CEMETERY ROAD		0.06	0.28	V	5	2092	HUNTLEY MINE ROAD		0.50	0.50	V	11	3032	SAWMILL MEADOWS ROAD		10.20	0.12	V	16				16	
3405	BODIE CIRCLE		0.06	0.06	III	11	2049	INDIAN CREEK ROAD		0.24	0.24	III	16	2090	SAWMILL ROAD		0.23	0.96	V	19				19	
4008	BODIE MASONIC ROAD		15.46	15.46	V	5-9	4101	JACK SAWYER ROAD		0.19	0.19	III	5	2073	SCHOOL ROAD		0.12	0.12	I	19				19	
4007	BODIE ROAD		10.44	10.44	V	8-9	3038	JOT CAMPGROUND ROAD		0.19	0.19	V	11	4107	SCHOOL STREET		0.16	0.16	I	5				5	
4011	BODIE ROAD		1.48	1.48	V	8	2032	JOE MANN ROAD		0.77	0.77	III	24	2103	SCOTT ROAD		0.07	0.07	III	24				24	
2065	BRAMLETTE RANCH ROAD		1.64	1.64	III	16	3023	JOHNNY MEADOWS ROAD		1.98	1.98	V	15	3212	SECOND STREET		0.07	0.07	III	11				11	
3106	BRENNER STREET		0.10	0.10	III	15	4016	KAYAK ROAD		0.09	0.09	III	8	2041	SEQUOIA STREET		0.19	0.19	III	25				25	
4102	BRIDGE STREET		0.05	0.05	III	5	4104	KINGSLEY STREET		0.37	0.37	I	5	2314	SHANNA CIRCLE		0.22	0.02	III	24				24	
2406	BROWN SUBDIVISION ROAD		0.10	0.10	III	25	4108	KIRKWOOD STREET		0.20	0.20	III	20	2086	SHANNA CIRCLE		3.65	0.50	III	24				24	
3108	BRUCE STREET		0.22	0.22	III	15	3103	KNOLL AVENUE		0.18	0.18	III	15	2089	SHERWIN CREEK ROAD		0.28	2.04	0.03	III	19				19
4113	BRYANT STREET		0.20	0.20	I	5	3305	LAKE HELEN COURT		0.04	0.04	III	11	2108	SHERWIN TRAIL		0.12	0.12	III	24				24	
4022	BUCKEYE CREEK ROAD		0.40	0.60	III	5	2302	LAKE MAJOR AVENUE		0.17	0.17	III	24	2004	SHOCK ROAD		0.07	0.07	I	2				2	
4021	BUCKEYE ROAD		0.20	7.00	0.50	III	8	3102	LAKEVIEW DRIVE		0.29	0.29	III	15	2312	SIERRA SPRINGS DRIVE		0.64	0.64	III	24				24
2415	BUENA VISTA DRIVE		0.23	0.23	III	25	2313	LARKSPUR LANE		0.14	0.14	III	24	4117	SIERRA VIEW DRIVE		0.10	0.10	III	5				5	
5001	BURCHARD FLAT ROAD		14.78	58	III	34	3013	LARKSON LANE		2.10	2.10	2	2120	SIERRA VISTA CIRCLE		0.04	0.04	III	24				24		
2058	CATTLE DRIVE ROAD		1.97	1.97	III	20	4105	LAUREL AVENUE		0.10	0.10	III	11	3307	SILVER LAKE WAY		0.92	0.23	IV	24				24	
4116	CAMERON DRIVE		0.10	0.10	III	5	2020	LAYTON SPRINGS ROAD		0.50	0.50	V	20	4106	SINGLAR STREET		0.23	0.23	I	5				5	
5008	CAMP ANTELOPE ROAD		0.91	0.91	III	3	3204	LEE VINING AVENUE		0.44	0.30	I	11	2063	SIPES RANCH ROAD		1.03	1.03	III	16				16	
2088	CANYON ROAD		1.48	2.85	V	26	3204	LEE VINING AVENUE		0.24	0.56	IV	11	2081	SKY MEADOWS ROAD		0.24	0.80	1.04	III	24				24
2080	CASA DIABLO CUT-OFF		0.04	0.04	III	19	3109	LEONARD AVENUE		0.21	0.21	II	15	2011	SOUTH LANDING ROAD		1.12	1.12	I	24				24	
2021	CASA DIABLO MIN CF		5.94	5.94	V	20	2416	LISALANE		0.28	0.28	I	25	2056	SOUTH ROAD		0.32	0.32	III	16				16	
2023	CASA DIABLO MIN ROAD		17.83	17.83	V	20-24	4003	LITTLE WALKER ROAD		0.20	0.20	V	11	4017	SOUTH TWIN ROAD		2.22	0.22	IV	8				8	
3042	CEMETERY ROAD		1.40	4.52	1.40	I	11	5017	LOBDELL LAKE ROAD		7.00	7.00	V	2	4015	SPUR COURT		0.07	0.07	III	5				5
4115	CEMETERY ROAD		0.04	0.04	III	5	2407	LOCUST STREET		0.25	0.25	0.50	III	25	4111	STOCK DRIVE		0.50	0.50	III	5				5
2039	CHALFANT LOOP ROAD		0.10	2.00	0.10	III	25	3034	LONG STAR MINE ROAD		0.24	0.24	III	11	2078	SWALL MEADOWS ROAD		1.53	0.33	III	24				24
2413	CHALFANT ROAD		0.94	0.94	I	25	3001	LOGGING CAMP ROAD		0.25	0.25	V	11	2077	SUMMERS ROAD		0.22	0.22	V	19				19	
5016	CHARLEBOIS ROAD		0.19	0.19	III	11	5010	LONG STAR MINE ROAD		0.08	0.35	0.43	III	21	2104	SUMMIT ROAD		0.19	0.19	III	24				24
2404	CHASE AVENUE		0.20	0.20	III	25	2037	LONG STAR MINE ROAD		1.03	1.03	V	2	2008	SUNNY SLOPES ROAD		0.17	0.17	III	24				24	
2025	CHIDAGO CANYON ROAD		14.60	14.60	V	20-21	2036	LONG STAR MINE ROAD		0.24	0.24	III	24	2004	SWALL MEADOWS ROAD		1.49	1.00	IV	24				24	
2035	CHIDAGO LOOP ROAD		5.58	5.58	V	20	2001	LOWER ROCK CREEK ROAD		9.36	9.36	I	20	2201	SWALL MEADOWS ROAD		0.49	0.49	III	24				24	
2408	CHIDAGO WAY		0.20	0.20	I	25	3404	LUNDY CIRCLE		0.07	0.07	III	11	2043	TENAYA DRIVE		0.13	0.13	III	25				25	
2058	CHRISTIE LANE		0.10	0.30	0.40	III	16	3045	LUNDY CIRCLE		0.40	0.40	V	16	4012	TWIN LAKES ROAD		1.21	4.43	III	11-13				11-13
2051	CINNAMON RANCH ROAD		0.28	0.28	III	21	3046	LUNDY DAM ROAD		0.24	0.24	V	11	3209	THIRD STREET		0.10	0.10	III	11				11	
3014	CITY CAMP ROAD		0.19	0.19	III	14	3044	LUNDY LAKE ROAD		5.21	1.51	1.25	I	11	3043	THOMPSON ROAD		1.13	0.13	V	11				11
2060	CLARK RANCH ROAD		0.43	0.43	III	16	3113	LYLE TERRACE		0.39	0.39	III	15	5015	TOPAZ LAKE		3.61	3.61	I	2				2	
2410	COLD WATER ROAD		0.09	0.09	III	25	2418	LYLE TERRACE		0.17	0.17	III	25	2064	TRUMAN MEADOWS										

## Road Area 1 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
<b>Crowley</b>						
2005	CROWLEY LAKE DRIVE	8.69		8.50	I	24
2006	OWENS GORGE ROAD	4.28		1.00	I	24-20
2011	SOUTH LANDING ROAD	1.12		1.08	I	24
2017	BENTON CROSSING ROAD	30.44		30.44	II	19-20-16
2014	McGEE CREEK ROAD	2.20	0.79	0.20	II	23
2076	PIT ROAD	1.04		1.04	II	19
2070	ASPEN SPRINGS RANCH	0.74		0.74	III	24
2303	ASPEN TERRACE	0.27		0.27	III	24
2018	CONVICT LAKE ROAD	2.73		2.50	III	19
2308	CROWLEY LAKE CIRCLE	0.04		0.04	III	24
2015	CROWLEY LAKE PLACE	0.59		0.59	III	24
2309	ELDERBERRY LANE	0.11		0.11	III	24
2013	GREGORY LANE	0.24		0.24	III	23
2313	LARKSPUR LANE	0.14		0.14	III	24
2310	PEARSON ROAD (west end)	0.18		0.18	III	24
2314	SHANNA CIRCLE	0.02		0.02	III	24
2312	SIERRA SPRINGS DRIVE	0.64		0.64	III	24
2120	SIERRA VISTA CIRCLE	0.04		0.04	III	24
2311	WILD ROSE DRIVE	0.05		0.05	III	24
3001	BIG SPRINGS ROAD	0.49	4.87	0.09	IV	19-15
2072	OWENS RIVER ROAD	3.80	12.32	11.00	IV	19
2003	ROCK CREEK ROAD	8.05		6.00	IV	24
3003	BALD MOUNTAIN ROAD		11.31		V	15
3004	BALD MOUNTAIN SPRINGS ROAD		1.60		V	15
2019	CONVICT CAMPGROUND	0.80			V	19
2084	DEADMAN CREEK ROAD		7.14		V	19
2083	DRY CREEK CUT-OFF		2.44		V	19
2085	GLASS CREEK ROAD		0.65		V	15
2071	HOT CREEK RANCH ROAD		1.14		V	19
2082	HUNTLEY MINE ROAD		0.50		V	19
2020	LAYTON SPRINGS ROAD		0.50		V	20
3002	OBSIDIAN DOME ROAD		1.56		V	15
2009	SPILLWAY ROAD		0.23		V	24
2077	SUMMERS ROAD		0.22		V	19
2074	WHITMORE TUBS ROAD		2.79		V	19
ZOB	PEARSON ROAD (east of Larkspur)	0.14		0.14	III	24
ZOB	RED BLUFF TRAIL	0.20		0.20	III	24

## Road Area 1 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
ZOB	LARKSPUR DRIVE	0.15		0.15	III	24
ZOB	CIMMARON CIRCLE	0.06		0.06	III	24
ZOB	LAKERIDGE TRAIL	0.16		0.16	III	24
ZOB	HIDDEN CANYON COURT	0.11		0.11	III	24
ZOB	LAKE RIDGE TRAIL	0.16		0.16	III	24
<b>Hilton Creek</b>						
2070	ASPEN SPRINGS RANCH	0.74		0.74	III	24
2304	DELTA DRIVE	0.27		0.27	III	24
2306	HILTON CREEK DRIVE	0.23		0.23	III	24
2307	HILTON CREEK PLACE	0.10		0.10	III	24
2302	LAKE MANOR PLACE	0.17		0.17	III	24
2301	MEADOW VIEW DRIVE	0.24		0.24	III	24
2305	PLACER ROAD	0.04	0.20	0.14	III	24
2010	RAINBOW TARNs ROAD		0.51	0.51	III	24
2012	HILTON CREEK TRAIL		0.43		V	24
<b>Hot Creek</b>						
2091	HOT CREEK HATCHERY ROAD	1.80	3.17	0.80	I	19
2073	SCHOOL ROAD	0.12		0.12	I	19
2088	AIRPORT ROAD	1.34		1.34	II	19
2081	ANTELOPE SPRINGS ROAD	0.94	8.82	0.25	III	19
2080	CASA DIABLO CUT-OFF	0.04		0.04	III	19
2016	MT. MORRISON ROAD	0.69		1.00	III	19
2089	SHERWIN CREEK ROAD	0.28	2.04	0.03	III	19
2078	SUBSTATION ROAD	1.53		1.53	III	19
<b>Paradise</b>						
2001	LOWER ROCK CREEK ROAD	9.36		9.36	I	20
2101	WESTRIGE ROAD	0.44		0.44	I	24
2107	ALISON LANE	0.10		0.10	III	24
2109	DEER PEAK TRAIL	0.16		0.16	III	24
2105	DENNIS WAY	0.03		0.03	III	24
2110	EAGLE VISTA	0.09		0.09	III	24
2106	GLEN COURT	0.04		0.04	III	24
2002	PARADISE PIT ROAD		0.06	0.06	III	24
2103	SCOTT ROAD	0.07		0.07	III	24
2108	SHERWIN TRAIL	0.12		0.12	III	24
2102	PARADISE POINT	0.04		0.04	III	24
2104	SUMMIT ROAD	0.19		0.19	III	24

## Road Area 1 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
<b>Sunny Slopes</b>						
2802	MONTANA ROAD	0.05		0.05	III	24
2008	SUNNY SLOPE ROAD	0.17		0.17	III	24
2801	WHEELER VIEW DRIVE	0.02		0.02	III	24
2021	CASA DIABLO MN CF		5.94		V	20
2023	CASA DIABLO MN ROAD		17.93		V	20-24
2006	OWENS GORGE ROAD		5.35		V	24
2086	OWENS RIVER RANCH ROAD		0.15		V	19
2022	ROUND MTN ROAD		4.75		V	20
2090	SAWMILL ROAD	0.23	0.98		V	19
2024	SHEEP CAMP ROAD		3.65		V	20
<b>Swall Meadows</b>						
2001	LOWER ROCK CREEK ROAD	9.36		9.36	I	20
2112	RIMROCK DRIVE	0.87		0.87	II	24
2201	SWALL MEADOWS ROAD			0.49	II	24
2111	VALLEY VIEW ROAD	0.33		0.33	II	24
2202	WILSON ROAD	0.18		0.18	II	24
2207	FOOTHILL ROAD	0.22		0.22	III	24
2206	MEADOW ROAD	0.10		0.10	III	24
2209	MOUNTAIN VIEW DRIVE	0.41	0.44	0.85	III	24
2208	N. VALLEY VIEW DRIVE	0.10	0.11	0.21	III	24
2205	ORCHARD ROAD	0.19		0.19	III	24
2210	PINE DRIVE	0.05	0.19	0.24	III	24
2115	PINION DRIVE	0.31		0.31	III	24
2116	QUAIL CIRCLE	0.10		0.10	III	24
2211	SKY MEADOWS ROAD	0.24	0.80	1.04	III	24
2204	WILLOW ROAD	0.14		0.14	III	24
ZOB	SIERRA WAVE (South of Ridgeview)	0.17		0.17	III	24
ZOB	SIERRA WAVE (North of Ridgeview)	0.23		0.23	III	24
ZOB	RIMROCK DRIVE (small south part)	0.10		0.10	II	24
ZOB	COUGAR RUN	0.17		0.17	III	24
ZOB	RIDGE VIEW	0.08		0.08	III	24

## Road Area 2 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
<b>Benton</b>						
2017	BENTON CROSSING ROAD	30.44		30.44	I	19-20-16
2065	BRAMLETTE RANCH ROAD		1.64	1.64	III	16
2058	CHRISTIE LANE	0.10	0.30	0.40	III	16
2060	CLARK RANCH ROAD		0.43	0.43	III	16
2048	DAWSON RANCH ROAD	0.77		0.77	III	21
2061	FOOTHILL ROAD		4.21	4.21	III	16
2062	G-BAR-T RANCH ROAD		0.92	0.92	III	16
2057	GOOLSBY RANCH ROAD	0.44		0.44	III	16
2049	INDIAN CREEK ROAD		0.24	0.24	III	16
2064	PEDRO RANCH ROAD		0.80	0.80	III	16
2059	REICHART RANCH ROAD	0.69		0.69	III	16
2063	SIPES RANCH ROAD		1.03	1.03	III	16
2056	SOUTH ROAD	0.32		0.32	III	16
2055	WALKER PLACE	0.09		0.09	III	16
2029	YELLOW JACKET ROAD	1.13	7.16	7.12	I	16
<b>Chalfant</b>						
2040	WHITE MOUNTAIN ESTS. ROAD	0.90		0.90	I	25
2402	VALLEY ROAD	0.70		0.70	I	25
2406	BROWN SUBDIVISION ROAD	0.10		0.10	I	25
2408	CHIDAGO WAY	0.20		0.20	I	25
2412	SACRAMENTO STREET	0.25		0.25	I	25
2413	CHALFANT ROAD	0.94		0.94	I	25
2416	LISA LANE	0.28		0.28	I	25
2041	SEQUOIA STREET	0.19		0.19	II	25
2042	PONDEROSA STREET	0.20		0.20	II	25
2043	TENAYA DRIVE	0.13		0.13	II	25
2039	CHALFANT LOOP ROAD		2.00	2.00	III	25
2045	WHITE MOUNTAIN RANCH ROAD		0.62	0.50	III	21
2401	HUNTER AVENUE	0.27		0.27	I	25
2403	VIRGINIA AVENUE	0.21		0.21	III	25
2404	CHASE AVENUE	0.20		0.20	III	25
2405	MOUNTAIN VIEW AVENUE	0.23		0.23	III	24
2407	LOCUST STREET	0.25	0.25	0.50	III	25
2409	PIUTE LANE	0.09		0.09	III	25

## Road Area 3 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
<b>Conway Summit</b>						
3052	GOAT RANCH CUT-OFF		10.96	2.00	I	9
3403	GLACIER CANYON WAY	0.25		0.25	III	11
3402	WILSON CREEK ROAD	0.38		0.38	III	11
3405	BODIE CIRCLE	0.06			V	11
3027	DOBIE MEADOWS ROAD		31.63		V	9-12-13
3404	LUNDY CIRCLE	0.07			V	11
<b>June Lake</b>						
3010	DREAM MOUNTAIN DRIVE	0.30		0.30	I	14
3120	NORTHSHORE	3.55		3.55	I	14-15
3108	BRUCE STREET	0.22		0.22	II	14
3112	GULL LAKE ROAD	0.14		0.14	II	15
3103	KNOLL AVENUE	0.18		0.18	II	14
3109	LEONARD AVENUE	0.21		0.21	II	14
3116	ALDERMAN STREET	0.20		0.20	III	15
3009	ASPEN ROAD	0.22		0.22	III	14
3106	BRENNER STREET	0.10		0.10	III	15
3104	CRAWFORD AVENUE	0.29		0.29	III	15
3107	FOREST ROAD	0.40		0.40	III	14
3106	FOSTER AVENUE	0.12		0.12	III	15
3107	GRANITE AVENUE	0.21		0.21	III	15
3111	HOWARD AVENUE	0.07		0.07	III	15
3113	LAKEVIEW DRIVE	0.29		0.29	III	15
3116	LYLE TERRACE	0.39		0.19	III	15
3119	PINE CLIFF ROAD	0.98		0.50	III	15
3036	CITY CAMP ROAD	0.19			V	14
3037	ELLERY LAKE CAMPGROUND ROAD	0.25			V	11
3012	GULL LAKE CAMPGROUND ROAD	0.31			V	15
3014	PARKER LAKE ROAD		2.67		V	14
ZOB	PETERSON TRACT (June Lake downcanyon)	1.40		1.40	III	14
ZOB	MOUNTAIN VISTA DRIVE	0.16		0.16	II	14
ZOB	LEONARD AVENUE - western part	0.28		0.28	II	14
ZOB	LEONARD AVENUE - By Cino Lodge	0.06		0.06	II	14
ZOB	HIGHLAND DRIVE	0.24		0.24	II	14
ZOB	HIGHLAND PLACE	0.07		0.07	III	14
<b>Lee Vining</b>						
3016	FOURTH STREET	0.06		0.06	I	11
3044	LEE VINING AVENUE	0.44		0.30	I	11
3048	OIL PLANT ROAD	0.73	0.29	0.73	I	11
3053	DROSS ROAD	0.41		0.41	II	15
3101	AIRPORT ROAD	0.65		0.65	III	11
3015	BIG ROCK ROAD	0.12		0.12	III	15

## Road Area 3 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
3204	C STREET	0.04		0.04	III	11
3205	COTTONWOOD CANYON ROAD		10.96		III	9
3018	D STREET	0.06		0.06	III	11
3201	FIRST STREET	0.09		0.09	III	11
3202	LEE VINING AVENUE			0.14	III	11
3204	LUNDY LAKE ROAD	5.21	1.51	1.25	I	11
3206	MATTLY AVENUE	0.54		0.54	I	11
3207	MILL CREEK POWER HOUSE ROAD		0.78	0.78	III	11
3208	MONO LAKE AVENUE	0.16		0.16	I	11
3209	PAOHA DRIVE	0.12		0.12	III	11
3210	PUMICE ROAD	0.15		0.15	III	11
3211	SECOND STREET	0.07		0.07	III	11
3212	TEST STATION ROAD	1.21	4.43	1.21	III	11-12
3214	THIRD STREET	0.10		0.10	III	11
3215	YOSEMITE DRIVE	0.06		0.06	III	11
3305	CONWAY ROAD	0.34		0.04	III	11
3401	POOLE POWER PLANT ROAD	1.92	1.40	3.32	IV	11
3035	UTILITY ROAD	0.93		0.93	IV	11
3029	BAXTERS ROAD		0.68		V	15
3031	CONWAY RANCH ROAD		3.15		V	11
3032	COONEY ROAD		2.42		V	11
3033	COYOTE SPRINGS ROAD		6.57		V	8
3034	CROOKED MEADOWS ROAD		0.43		V	15
3039	JCT. CAMPGROUND ROAD		0.19		V	11
3040	JOHNNY MEADOWS ROAD		1.98		V	15
3043	LOG CABIN MINE ROAD		4.85		V	11
3045	LOGGING CAMP ROAD		5.45		V	11
3046	LUNDY CUT-OFF		0.40		V	11
3047	LUNDY DAM ROAD		0.24		V	11
3050	MILLER SPUR ROAD		0.06		V	11
3053	PICNIC GROUNDS ROAD		4.11		V	11
3054	PICNIC SHORT-CUT ROAD		0.11		V	11
3017	PILOT SPRINGS ROAD		4.08		V	15
3203	PUMICE MINE ROAD	0.41	2.94		V	15
3019	RATTLESNAKE GULCH ROAD		0.61		V	11
3020	RIVER SPRINGS ROAD		3.77		V	16
3021	RUSH CREEK ROAD		3.08		V	12
3022	SAGE HEN MEADOWS ROAD		8.82		V	15
3023	SAND FLAT CUT-OFF		4.56		V	15
3026	THOMPSON ROAD		1.13		V	11
3005	WEST PORTAL ROAD		3.50		V	14-15
3114	SADDLEBAG LAKE ROAD		2.59		V	11
3027	WET MEADOW ROAD		20.75		V	15

**Mono City**

## Road Area 3 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
3302	EAST MONO LAKE DRIVE	1.23		1.23	I	11
3303	BLUE LAKE WAY	0.04		0.04	III	11
3304	CEMETERY ROAD	1.40	4.52	1.40	I	11
3306	GREEN LAKES COURT	0.03		0.03	III	11
3307	LAKE HELEN COURT	0.04		0.04	III	11
3042	PEELER LAKE DRIVE	0.38		0.38	III	11
3301	SILVER LAKE WAY	0.09		0.09	III	11
3303	TWIN LAKES DRIVE	0.16		0.16	III	11
3041	McPHERSON SUBDIVISION ROAD		0.38	0.38	IV	11

## Road Area 4 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
<b>Bridgeport</b>						
4104	KINGSLEY STREET	0.37		0.37	I	5
4107	SCHOOL STREET	0.16		0.16	I	5
4103	HAYS STREET	0.06		0.06	II	5
4102	BRIDGE STREET	0.05		0.05	III	5
4113	BRYANT STREET	0.20		0.20	I	5
4021	BUCKEYE ROAD	0.40	7.00	0.50	III	8
4112	COURT STREET	0.04		0.04	III	5
4110	DAY LANE	0.05		0.05	III	5
4109	EMIGRANT STREET	0.49		0.49	I	5
4101	JACK SAWYER ROAD	0.19		0.19	III	5
4108	KIRKWOOD STREET	0.10		0.10	III	5
4105	LAUREL AVENUE	0.10		0.10	III	5
4106	SINCLAIR STREET	0.23		0.23	I	5
4111	STOCK DRIVE	0.50		0.50	III	5
4009	BODIE CEMETERY ROAD		0.28		V	5
4008	BODIE MASONIC ROAD		15.46		V	5-9
4007	BODIE ROAD		10.44		V	8-9
4011	BOUNDARY ROAD		1.48		V	6
4010	COW CAMP ROAD		5.12		V	5
4002	DUNDERBURG MEADOWS ROAD		8.32		V	8-11
4004	GREEN CREEK ROAD		9.36		V	8
4003	LITTLE VIRGINIA LAKES ROAD		0.20		V	11
4020	MASONIC ROAD		11.84		V	5
4005	UPPER SUMMERS MEADOWS ROAD		6.70		V	8
4001	VIRGINIA LAKES ROAD	5.90	0.36		IV	11-8
<b>Twin Lakes</b>						
4012	TWIN LAKES ROAD	13.46		7.28	I	8-5
4014	HACKAMORE PLACE	0.52		0.52	III	8
4013	HUNEWILL RANCH ROAD	1.04	0.10	1.14	III	8
4016	KAYAK ROAD	0.09		0.09	III	8
4015	SPUR COURT	0.07		0.07	III	5
4012	TWIN LAKES ROAD			6.18	III	8-5
4017	SOUTH TWIN ROAD		2.22	0.22	IV	8
4022	BUCKEYE CREEK ROAD		0.60		V	5
<b>Sierra View</b>						
4114	AURORA CANYON ROAD	0.65	7.21	0.65	I	5
4116	CAMERON DRIVE	0.10		0.10	III	5
4115	CEMETERY ROAD	0.04		0.04	III	5
4018	GARBAGE PIT ROAD	0.05		0.05	III	5
4118	N. BUCKEYE DRIVE	0.25		0.25	III	5
4019	RAMP ROAD	0.20		0.20	III	5
4117	SIERRA VIEW DRIVE	0.10		0.10	III	5

## Road Area 5 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
<b>Walker / Coleville / Topaz</b>						
5007	EASTSIDE LANE	6.76	1.26	6.76	I	1-2
5013	LARSON LANE	2.10		2.10	I	2
5015	TOPAZ LANE	3.51		3.51	I	1
5008	CAMP ANTELOPE ROAD	0.91		0.91	II	3
5014	CUNNINGHAM LANE	2.83		2.83	II	1
5003	HACKNEY DRIVE	0.09		0.09	I	2
5002	PINE NUT ROAD	0.69		0.69	II	2
5004	SHOP ROAD	0.07		0.07	I	2
5001	BURCHAM FLAT ROAD		14.78	1.00	III	3-4
5016	CHARLEBOIS ROAD		0.19	0.19	III	1
5011	EASTSIDE ROAD		1.07	1.07	III	2
5010	LONE COMPANY ROAD	0.08	0.35	0.43	III	5
5012	OFFAL ROAD	0.31		0.31	III	2
5009	PATRICIA LANE	0.43		0.43	III	2
5005	MILL CANYON ROAD	0.04	8.25	1.00	IV	2
5006	GOLDEN GATE ROAD		6.25		V	2
5018	LITTLE WALKER ROAD		3.80		V	4
5017	LOBDELL LAKE ROAD		7.00		V	2

## Road Area 2 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
2410	COLD WATER ROAD	0.09		0.09	III	25
2411	WHITE MOUNTAIN DRIVE	0.17		0.17	III	25
2414	COYOTE ROAD	0.20		0.20	III	25
2415	BUENA VISTA DRIVE	0.23		0.23	III	25
2417	RONDA LANE	0.17		0.17	III	25
2418	MARY LANE	0.17		0.17	III	25
ZOB	OSAGE CIR	0.21		0.21	III	25
2046	FISH SLOUGH ROAD		17.34		V	25-21
<b>Hammil Valley</b>						
2053	BLACK ROCK MINE ROAD	7.88	0.31	0.30	III	20
2051	CINNAMON RANCH ROAD	0.28		0.28	III	21
2052	CRESTVIEW DRIVE	0.50		0.50	III	21
2050	HAMMIL ROAD	0.78		0.78	III	21
2053	BLACKROCK MINE RD.			7.12	IV	20
2028	CATTLE DRIVE ROAD		1.97	1.97	IV	20
2032	JOE MAIN ROAD		0.77	0.77	IV	20
2033	RABBIT RANCH ROAD		1.20	0.95	IV	20
3028	ADOBE RANCH ROAD		4.39	0.00	V	16
2027	BARKER MINE ROAD		4.20		V	20
3031	BLACK CANYON ROAD		1.85		V	16
2067	BLACK LAKE ROAD		0.10		V	16
2068	CANYON ROAD		2.86		V	26
2025	CHIDAGO CANYON ROAD		14.60		V	20-21
2035	CHIDAGO LOOP ROAD		5.58		V	20
2026	DEER SPRINGS ROAD		2.08		V	20
2047	HIEROGLYPH ROAD		0.10		V	25
2037	LONE STAR MINE ROAD		1.03		V	20
2036	LONE STAR ROAD		2.29		V	20
3029	McGEE CANYON ROAD		10.78		V	16
2034	MORRIS MINE ROAD		3.34		V	20
2044	PETROGLYPH ROAD		0.50		V	25
2030	PUMICE MILL ROAD		0.60		V	25
2038	PUMICE MILL ROAD		1.45		V	16
2031	PUMICE MINE ROAD		0.21		V	16
2069	RANCH ROAD		1.51		V	16
3030	RIVER SPRINGS ROAD		3.77		V	16
3033	SAWMILL CROSS-OVER ROAD		4.00		V	16

## Road Area 2 Snow Removal Road Priorities

Road Number	Road Name	Paved	Dirt	Snow	Class	Map Reference
3032	SAWMILL MEADOWS ROAD		10.20		V	16
2066	TRUMAN MEADOWS ROAD		2.59		V	16
2054	VAN LOON CUT-OFF		2.65		V	20
3022	WET MEADOW ROAD		20.75		V	15



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	40 minutes (10 minute presentation, 30 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jeff Walters
<b>SUBJECT</b>	Motor Pool Workshop		

### AGENDA DESCRIPTION:

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

Mono County's Motor Pool is responsible to oversee the acquisition and management of the county's fleet of vehicles. Each year replacement vehicles are requested by various departments. This agenda item covers an overview of the Motor Pool policy and acquisition procedures as well as lists the proposed vehicle replacements.

### RECOMMENDED ACTION:

Hear staff report regarding Motor Pool and the proposed vehicle replacements. Provide any desired direction to staff.

### FISCAL IMPACT:

\$208,000 from Motor Pool. If authorized by the Board and additional \$38,000 from the Motor Pool would also be required. The additional \$38,000 requires a budget amendment and therefore, 4/5ths vote is required.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760.932.5459 / [jwalters@mono.ca.gov](mailto:jwalters@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

[Motor Pool Workshop - Staff Report 11.12.13](#)

[Exhibit 1](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/6/2013 1:44 PM	County Administrative Office	Yes
11/4/2013 12:07 PM	County Counsel	Yes
10/30/2013 4:32 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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**Date:** November 12, 2013  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Acting Public Works Director  
**Subject:** Motor Pool Workshop

## **Recommended Action:**

Receive staff report regarding current status and policies of Mono County's Motor Pool. Discuss vehicle replacement protocol and new vehicle requests. Provide any desired direction to staff.

## **Fiscal Impact:**

\$203,000 from Motor Pool. This was included in the FY 2013-14 Motor Pool Budget Policy Request. An additional \$38,000 is requested to replace an existing 2008 Ford diesel 4x4 truck which has a blown engine. A budget amendment would be required for this additional vehicle authorization as this vehicle was not included in the initial policy request description.

Sufficient funds exist in the Motor Pool fund to cover these proposed vehicle purchases.

## **Discussion:**

There are several options available for County staff to utilize vehicles necessary while performing the duties of their job. There are currently 161 vehicles within the Motor Pool fleet.

## Motor Pool

At the request of the Board of Supervisors, the Department of Public Works initiated a County Vehicle Purchase Policy in 2006. The adopted Motor Pool policy established protocols for the purchase, replacement, and disposal of vehicles, including mileage and maintenance thresholds for replacement criteria, vehicle specifications, bidding procedures, vehicle assignment protocol, and sale of obsolete vehicles.

The Motor Pool Program has a specific formula in determining the mileage costs that it charges per type of vehicle, which are; cost of the vehicle, replacement value, salvage value, useful life, average maintenance costs per type of vehicle, insurance and overhead. The rates are analyzed each year to verify accuracy.

The following details some of the existing mileage rates:

<b>Vehicle Type</b>	<b>Mileage Rates Per Mile</b>
Ambulances	\$1.61
1 Ton Trucks	\$0.39
Pickup Trucks	\$0.29 to \$0.17
Large SUV	\$0.26
Small SUV	\$0.21
Standard SUV	\$0.23 to \$0.15

Each month the various County departments are charged specific rates per mile and per type of vehicle. Through this policy the Motor Pool receives funds required to replace departmental vehicles as needed.

#### Replacement Protocol

If a department requests a new vehicle the CAO, the Public Works Director and Director of Road Operations/Fleet Services will determine if the request is truly warranted. The decision is based on existing vehicles already assigned to that department, the needs of the department, and the mileage, condition, service history and overall reliability of each vehicle. Requests determined to be warranted are processed through the Board of Supervisors for their final approval.

Each category of vehicles has a useful mileage. There are special instances for a few departments which result in a lower useful mileage.

<b>Vehicle Type</b>	<b>Useful Mileage</b>
Pickup Trucks	160,000 miles
Small, Medium and Large SUV's	160,000 miles
Ambulances	80,000 miles
Sheriff vehicles	130,000 miles
Social Services and Probation vehicles	130,000 miles

Vehicles are not bound to their useful mileage if the vehicle remains reliable and maintenance costs are acceptable. Many vehicles are re-assigned to other departments and continue to provide reliable transportation for extended periods beyond their useful mileage.

This system has been providing reliable transportation and tools necessary for Mono County's departments and constituents for many years.

#### Standardization

Mono County previously purchased vehicles from several different manufacturers. This created a situation where numerous tools, computer software programs, training and spare

parts were required for all the various vehicle types. By standardizing the fleet purchases to a few models and manufacturers it has improved the ability to manage and maintain the fleet.

### Vehicles Currently Included in Purchase Policy

- Ford/Dodge F-250 4X4 Diesel Pickup Truck (Heavy duty applications)
- Ford F-150 4X4 Gas Pickup Truck (Lighter duty applications)
- Subaru 4X4 Forester (Small SUV applications)
- Subaru Impreza AWD (Small AWD applications)
- Ford 4X4 Escape (Standard SUV applications)
- Ford 4X4 Expedition (Large SUV applications)
- Ford Explorer (Police Interceptor) AWD (Mid-sized SUV for Sheriff)
- Ford Edge AWD (Mid-sized SUV for DA and Sheriff)
- Ford F-350 4X4 Diesel Truck Chassis (Ambulance)

As vehicle improvements take place each year Public Works actively researches new options that would benefit Mono County. This research includes Consumer Reports, EPA fuel economy guide, trade publications, dealership inquiries, and Mono County's own maintenance records.

### Existing Mileage and Maintenance Costs

Attached as Exhibit 1 is a chart detailing all Motor Pool vehicles, their mileage and maintenance costs year-to-date and for the lifetime of the vehicle.

### Requested New Vehicles

The following are vehicles requested for purchase and were included in the FY 2013-14 Motor Pool Policy Request:

1. Replace one Ford F-350 4x4 Ambulance cab (114,655 miles) and chassis with Dodge version for \$100,000. This will allow the old unit to be transferred to White Mountain Fire to replace their old ambulance (141,523 miles).
2. Purchase a new Sheriff's Ford F-550 necessary to haul the Command Center. Cost for this vehicle (\$65,000) will include lights etc.
3. Replace one Road 1999 Dodge  $\frac{3}{4}$  ton pickup truck (170,578 miles) with similar gasoline version. Cost (\$38,000) will include strobe, two-way radio, steps, tool box, auxiliary fuel pump with hose and nozzle.

The following vehicle is requested for replacement due to a recent engine failure:

1. Replace a Facilities truck (2008 Ford F-250 4x4 diesel with 128,000 miles) that requires either a new engine (\$20,000 or approximately 1/5 of the parts budget in Roads) or be replaced. It is staff's recommendation to replace this vehicle with a new gasoline version (\$38,000). This would require a budget amendment.

## Potential New Vehicles

Each year new vehicles are manufactured that may be suitable for Mono County applications. Mono County has experienced costly mechanical issues with diesel pickup trucks (Facilities and Roads) and would like to purchase gasoline versions as these are approximately \$10,000 less expensive and do not have diesel emission compliance issues.

Recent purchases by Mono County of Ford Edge and Ford Police Interceptor vehicles have been well received by the departments utilizing them.

## Motor Pool Objectives

### *Near-term:*

- Continue to re-assign under-utilized vehicles and sell/scrap those vehicles that are too old and/or inefficient to serve as useful motor pool vehicles.
- Offer Special Districts used county vehicles that are still dependable/reliable.
- Constantly reevaluate the county's existing policy for vehicle useful mileage and continue retiring those vehicles that exceed policy guidelines.
- Explore possibilities for the purchase of new technology and alternative fuel vehicles.
- Continue to monitor the vehicle maintenance and operations policy to ensure that vehicles are regularly maintained by county staff.
- Verify North and South County pool checkout protocol.

### *Mid-term:*

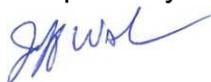
- Continue to maintain a database of pooled and assigned vehicles and maintain accurate maintenance/mileage records.
- Continue to provide appropriate access to the motor pool to allow county employees to conveniently reserve vehicles for their use.
- Continue purchasing new vehicles that meet a higher fuel economy standard and consider alternative fuel vehicles choices whenever possible.

### *Long-term:*

- Increase standards for vehicle efficiency.
- Department heads should promote policies that discourage excessive driving, encourage greater vehicle loading (passengers/vehicle), and allow for creativity in trip avoidance.
- Periodically reevaluate effectiveness of Motor Pool program and revise as needed.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,



Jeff Walters  
Acting Public Works Director

Attachment            Exhibit 1 – Motor Pool Mileage and Maintenance costs

**MOTOR POOL MILEAGE AND YEAR TO DATE COSTS - FISCAL YEAR 12-13 AND LIFETIME**

Veh#	Dept.	Description	Year	150,000	100,000	90,000	80,000	70,000	60,000	50,000	40,000	30,000	20,000	10,000	Mileage YTD	Maint. Cost YTD*	Average Maintenance Cost per Mile YTD	Maint. Costs Lifetime*	Average Maint. Costs per Mile Lifetime
0892	AC	F-150	2012							50,975					36,094	\$1,738.94	\$0.05	\$5,441	\$0.11
0893	AC	F-150	2012										22,675		9,246	\$771.13	\$0.08	\$4,598	\$0.20
0894	AC	F-250	2009		120,072										17,259	\$9,816.64	\$0.57	\$21,767	\$0.18
0900	AC	F150	2013											9,748	2,792	\$2,735.67	\$0.98	\$3,038	\$0.31
0901	AS	Dakota	2003							57,092					2,108	\$0.00	\$0.00	\$3,298	\$0.06
0906	AS	Dakota	2003		111,368										10,919	\$726.98	\$0.07	\$6,823	\$0.06
0907	AS	Liberty	2006						64,130						8,457	\$899.21	\$0.11	\$6,743	\$0.11
0949	BD	Forester	2008		136,415										5,211	\$527.10	\$0.10	\$9,197	\$0.07
0914	BL	Forester	2009	167,299											36,449	\$2,422.30	\$0.07	\$7,645	\$0.05
0915	BL	Forester	2008	173,758											32,340	\$1,575.35	\$0.05	\$9,879	\$0.06
0955	CE	Cherokee	2001							52,376					9,163	\$853.08	\$0.09	\$8,314	\$0.16
0942	DA	Liberty	2003		144,400										15,142	\$669.98	\$0.04	\$4,274	\$0.03
0943	DA	Escape	2012											6,403	4,226	\$0.00	\$0.00	\$76	\$0.01
0944	DA	Escape	2013											1,731	1,455	\$0.00	\$0.00	\$0	\$0.00
0980	EDD	Safari	2001		151,331										8,100	\$188.96	\$0.02	\$8,352	\$0.06
0927	FN	Liberty	2003		116,720										2,508	\$813.77	\$0.32	\$6,682	\$0.06
0947	PH	Forester	2008					79,730							25,563	\$3,200.02	\$0.13	\$6,126	\$0.08
0948	PH	Forester	2008												25,091	\$187.82	\$0.05	\$4,181	\$0.17
0951	PH	Escape	2006						64,841						5,801	\$166.77	\$0.03	\$3,821	\$0.06
0952	PH	Escape	2006					76,851							4,735	\$1,402.25	\$0.30	\$5,824	\$0.08
0953	PH	Escape	2006						62,079						7,809	\$0.00	\$0.00	\$3,007	\$0.05
0954	PH	Durango	2005												29,514	\$829.11	\$0.31	\$2,863	\$0.10
0958	PH	Trail Blazer	2004					73,380							7,680	\$349.71	\$0.05	\$6,423	\$0.09
0959	PH	Liberty	2005						67,967						6,212	\$202.43	\$0.03	\$3,667	\$0.05
0963	PH	Forester	2007								46,189				10,828	\$329.11	\$0.03	\$2,571	\$0.06
0917	IT	Forester	2009							50,580					12,701	\$488.80	\$0.04	\$2,557	\$0.05
0070	IT	Liberty	2004		121,611										3,800	\$73.91	\$0.02	\$4,548	\$0.04
0936	MH	Forester	2009						64,495						15,708	\$572.47	\$0.04	\$2,378	\$0.04
0941	MH	Forester	2003										39,096		13,172	\$1,142.24	\$0.09	\$2,259	\$0.06
0967	MH	Forester	2010							56,384					11,111	\$449.38	\$0.04	\$1,787	\$0.03

**MOTOR POOL MILEAGE AND YEAR TO DATE COSTS - FISCAL YEAR 12-13 AND LIFETIME**

Veh#	Dept.	Description	Year	150,000	100,000	90,000	80,000	70,000	60,000	50,000	40,000	30,000	20,000	10,000	Mileage YTD	Maint. Cost YTD*	Average Maintenance Cost per Mile YTD	Maint. Costs Lifetime*	Average Maint. Costs per Mile Lifetime
0968	MH	Explorer	2009								44,736				5,613	\$256.73	\$0.05	\$1,342	\$0.03
0969	MH	Trail Blazer	2004		142,948										5,349	\$167.02	\$0.03	\$5,200	\$0.04
0970	MH	Explorer	2008							54,142					8,521	\$1,075.15	\$0.13	\$4,615	\$0.09
0880	EMS	Expedition	2008		114,494										734	\$357.81	\$0.49	\$10,152	\$0.09
0883	EMS	F450	2011								41,509				13,830	\$2,550.02	\$0.18	\$6,479	\$0.16
0884	EMS	F350	2003		128,088										1,348	\$1,814.50	\$1.35	\$34,438	\$0.27
0885	EMS	F350	2009					77,936							13,690	\$8,268.85	\$0.60	\$27,469	\$0.35
0887	EMS	F350	2011								41,646				19,264	\$6,423.72	\$0.33	\$14,619	\$0.35
0888	EMS	3,500	1997		141,523										1,039	\$2,037.80	\$1.96	\$24,054	\$0.17
0889	EMS	Ram 3500	2012											18,510	13,563	\$5,110.52	\$0.38	\$5,805	\$0.31
0890	EMS	F350	2008		114,655										16,874	\$3,992.60	\$0.24	\$24,695	\$0.22
0001	PO	Escape	2012										20,224		11,601	\$854.84	\$0.07	\$1,479	\$0.07
0897	PO	Expedition	2006		126,108										12,801	\$545.38	\$0.04	\$9,350	\$0.07
0919	PO	Cherokee	2003		118,645										2,500	\$328.86	\$0.13	\$6,364	\$0.05
0921	PO	Impreza	1999		132,475										13,955	\$1,783.29	\$0.13	\$14,272	\$0.11
0922	PO	Impreza	1999		127,869										12,707	\$2,715.54	\$0.21	\$16,235	\$0.13
0928	PO	Liberty	2003			99,952									2,491	\$0.00	\$0.00	\$15,633	\$0.16
0974	PO	Cherokee	2001		147,748										5,121	\$345.93	\$0.07	\$3,243	\$0.02
0703	PO	Expedition	2008										23,492		15,882	\$999.85	\$0.06	\$8,040	\$0.34
0916	PL	Forester	2009								43,835				12,399	\$379.05	\$0.03	\$4,834	\$0.11
0925	PL	Impreza	1999		126,797										7,818	\$253.47	\$0.03	\$15,488	\$0.12
0950	PL	Escape	2008		101,168										7,674	\$166.77	\$0.02	\$6,854	\$0.07
0975	PR	Durango	2001		102,955										8,134	\$750.15	\$0.09	\$6,556	\$0.06
0976	PR	Durango	2002		114,342										6,255	\$606.64	\$0.10	\$4,855	\$0.04
0977	PR	Caravan	2004						67,080						7,443	\$440.62	\$0.06	\$5,183	\$0.08
0978	PR	Explorer	2007				82,906								8,746	\$373.11	\$0.04	\$5,636	\$0.07
0981	PR	Forester	2008								47,696				8,295	\$572.33	\$0.07	\$2,908	\$0.06
0983	PR	Express Van	2010									30,685			9,611	\$418.96	\$0.04	\$2,707	\$0.09
0990	PR	Forester	2008						60,298						5,356	\$294.47	\$0.05	\$3,317	\$0.06
0004	PW	Liberty	2004		125,167										11,552	\$980.16	\$0.08	\$9,820	\$0.08

**MOTOR POOL MILEAGE AND YEAR TO DATE COSTS - FISCAL YEAR 12-13 AND LIFETIME**

Veh#	Dept.	Description	Year	150,000	100,000	90,000	80,000	70,000	60,000	50,000	40,000	30,000	20,000	10,000	Mileage YTD	Maint. Cost YTD*	Average Maintenance Cost per Mile YTD	Maint. Costs Lifetime*	Average Maint. Costs per Mile Lifetime
0006	RD	F350	2011										23,748		9,231	\$4,795.72	\$0.52	\$13,424	\$0.57
0011	RD	Ram 2500	2013											7,354	3,855	\$2,520.44	\$0.65	\$2,790	\$0.38
0017	RD	3500	1990	165,346											2,330	\$694.93	\$0.30	\$30,868	\$0.19
0034	RD	Ram 2500	1999	170,578											8,500	\$1,587.46	\$0.19	\$18,713	\$0.11
0041	RD	F250	2009		127,299										28,715	\$13,170.23	\$0.46	\$37,923	\$0.30
0042	RD	F250	2009							59,626					14,614	\$1,354.74	\$0.09	\$11,442	\$0.19
0043	RD	F250	2009		100,762										18,871	\$3,358.77	\$0.18	\$16,298	\$0.16
0044	RD	F250	2009				88,571								24,735	\$3,193.96	\$0.13	\$15,590	\$0.18
0045	RD	F250	2009						63,379						10,972	\$1,786.78	\$0.16	\$10,626	\$0.17
0051	RD	F250 Crew Cab	2012									33,324			22,642	\$2,975.50	\$0.13	\$5,714	\$0.17
0052	RD	F250 Crew Cab	2012										29,766		20,251	\$2,046.36	\$0.10	\$4,617	\$0.16
0053	RD	F250 Crew Cab	2012									31,369			22,313	\$2,253.61	\$0.10	\$4,624	\$0.15
0055	RD	F250	2011										27,355		9,559	\$2,389.73	\$0.25	\$4,959	\$0.18
0710	RD	Expedition	2010		101,728										11,999	\$1,184.01	\$0.10	\$10,167	\$0.10
0912	RD	Dakota	2002		146,446										3,508	\$455.89	\$0.13	\$13,386	\$0.09
0709	RD	Expedition	2008		148,500										20,346	\$1,184.01	\$0.06	\$13,308	\$0.09
0713	RD	2500	2001		145,529										3,389	\$75.43	\$0.02	\$8,652	\$0.06
0800	FA	F250	2010								45,344				9,151	\$1,767.99	\$0.19	\$4,099	\$0.09
0801	FA	F250	2011										25,007		8,946	\$712.61	\$0.08	\$2,196	\$0.09
0803	FA	F250	2008		114,272										17,513	\$2,456.75	\$0.14	\$11,710	\$0.10
0804	FA	F250	2008						65,563						7,435	\$1,024.71	\$0.14	\$6,398	\$0.10
0808	FA	Cherokee	1995		144,685										757	\$321.73	\$0.43	\$12,206	\$0.08
0809	FA	F250	2006		111,474										17,519	\$1,158.30	\$0.07	\$12,164	\$0.11
0810	FA	F250	2006								48,553				4,009	\$369.93	\$0.09	\$8,766	\$0.18
0812	FA	F250	2007		127,795										16,138	\$10,433.65	\$0.65	\$22,235	\$0.17
0813	FA	F250	2007						67,497						12,682	\$644.24	\$0.05	\$6,337	\$0.09
0817	FA	F250	2009		121,721										28,373	\$3,312.76	\$0.12	\$13,281	\$0.11
0827	FA	F250	2010								45,042				11,618	\$794.63	\$0.07	\$4,200	\$0.09
0839	FA	F250	2010						61,871						15,008	\$2,282.40	\$0.15	\$10,810	\$0.17
0956	FA	Cherokee	2001			98,991									19,879	\$1,153.76	\$0.06	\$5,180	\$0.05

**MOTOR POOL MILEAGE AND YEAR TO DATE COSTS - FISCAL YEAR 12-13 AND LIFETIME**

Veh#	Dept.	Description	Year	150,000	100,000	90,000	80,000	70,000	60,000	50,000	40,000	30,000	20,000	10,000	Mileage YTD	Maint. Cost YTD*	Average Maintenance Cost per Mile YTD	Maint. Costs Lifetime*	Average Maint. Costs per Mile Lifetime
0772	FA	Expedition	2008			98,387									3,857	\$160.42	\$0.04	\$8,667	\$0.09
0911	SW	F350	2007						67,967						8,028	\$5,744.55	\$0.72	\$15,225	\$0.22
0935	SW	Forester	2009							55,550					14,099	\$735.93	\$0.05	\$2,986	\$0.05
0938	SW	F250	2008										24,221		5,241	\$1,153.39	\$0.22	\$10,011	\$0.41
0939	SW	F250	2008		102,418										17,571	\$1,305.04	\$0.07	\$17,727	\$0.17
0704	SO	Expedition	2010				85,906								16,017	\$1,744.24	\$0.11	\$5,725	\$0.07
0705	SO	Expedition	2010					73,537							7,304	\$996.86	\$0.14	\$6,021	\$0.08
0706	SO	Expedition	2012								46,414				34,411	\$1,234.52	\$0.04	\$1,794	\$0.04
0711	SO	Expedition	2008			91,041									12,695	\$949.55	\$0.07	\$14,448	\$0.16
0712	SO	Expedition	2012									37,024			25,763	\$861.57	\$0.03	\$1,334	\$0.04
0715	SO	Expedition	2008		105,529										14,521	\$859.91	\$0.06	\$14,896	\$0.14
0717	SO	Expedition	2008					75,524							12,650	\$742.65	\$0.06	\$14,913	\$0.20
0718	SO	Expedition	2010					75,564							19,802	\$1,597.95	\$0.08	\$3,769	\$0.05
0722	SO	Expedition	2010				84,250								27,644	\$679.39	\$0.02	\$7,415	\$0.09
0723	SO	Expedition	2010		109,582										33,032	\$1,693.02	\$0.05	\$4,624	\$0.04
0724	SO	Expedition	2012						64,207						42,512	\$3,014.90	\$0.07	\$3,655	\$0.06
0725	SO	Expedition	2010					75,199							21,931	\$1,386.47	\$0.06	\$4,949	\$0.07
0729	SO	Expedition	2011						66,322						27,410	\$2,150.85	\$0.08	\$3,831	\$0.06
0730	SO	Expedition	2011								46,037				20,140	\$1,966.84	\$0.10	\$2,996	\$0.07
0731	SO	Expedition	2011				85,318								39,096	\$2,453.99	\$0.06	\$6,760	\$0.08
0732	SO	Expedition	2012								43,685				26,829	\$1,429.27	\$0.05	\$2,178	\$0.05
0733	SO	Grand Cherokee	2012								45,045				35,259	\$2,868.54	\$0.08	\$3,104	\$0.07
0735	SO	Expedition	2012								49,853				33,187	\$3,197.01	\$0.10	\$3,772	\$0.08
0736	SO	Expedition	2011								49,176				22,600	\$2,797.46	\$0.12	\$4,085	\$0.08
0737	SO	Expedition	2012								40,511				27,517	\$1,937.39	\$0.07	\$2,473	\$0.06
0738	SO	Expedition	2011						68,114						29,485	\$2,260.13	\$0.08	\$5,425	\$0.08
0739	SO	Expedition	2012						61,573						42,424	\$2,717.65	\$0.06	\$3,531	\$0.06
0740	SO	F 150	2007			93,484									10,894	\$1,041.27	\$0.10	\$6,100	\$0.07
0741	SO	F 150	2007			99,616									13,719	\$1,289.22	\$0.09	\$5,738	\$0.06
0742	SO	Expedition	2011					73,438							31,467	\$3,264.57	\$0.10	\$5,677	\$0.08

**MOTOR POOL MILEAGE AND YEAR TO DATE COSTS - FISCAL YEAR 12-13 AND LIFETIME**

Veh#	Dept.	Description	Year	150,000	100,000	90,000	80,000	70,000	60,000	50,000	40,000	30,000	20,000	10,000	Mileage YTD	Maint. Cost YTD*	Average Maintenance Cost per Mile YTD	Maint. Costs Lifetime*	Average Maint. Costs per Mile Lifetime
0744	SO	Expedition	2009			99,857									22,732	\$930.19	\$0.04	\$6,277	\$0.06
0745	SO	Expedition	2009			91,660									24,127	\$2,036.33	\$0.08	\$24,127	\$0.26
0746	SO	Expedition	2009		101,598										15,104	\$2,118.40	\$0.14	\$15,104	\$0.15
0748	SO	Expedition	2011				80,568								43,120	\$3,360.72	\$0.08	\$5,819	\$0.07
0749	SO	Truck	1999		138,851										3,692	\$634.80	\$0.17	\$12,837	\$0.09
0750	SO	Expedition	2009		115,157										9,096	\$1,099.58	\$0.12	\$11,368	\$0.10
0753	SO	Expedition	2009		121,737										12,844	\$1,045.25	\$0.08	\$5,381	\$0.04
0754	SO	Expedition	2009						62,175						19,760	\$928.38	\$0.05	\$3,045	\$0.05
0755	SO	Ram 3500	2001									39,599			5,175	\$2,622.75	\$0.51	\$8,359	\$0.21
0756	SO	Ram 3500	2004								48,453				2,764	\$2,874.75	\$1.04	\$6,537	\$0.13
0757	SO	Expedition	2012										20,703		12,211	\$303.20	\$0.02	\$1,290	\$0.06
0758	SO	Expedition	2013											16,319	9,020	\$279.55	\$0.03	\$427	\$0.03
0759	SO	Expedition	2013											15,369	7,937	\$323.27	\$0.04	\$740	\$0.05
0760	SO	Expedition	2013											17,833	8,479	\$366.75	\$0.04	\$626	\$0.04
0761	SO	Expedition	2013											19,711	7,958	\$669.59	\$0.08	\$1,387	\$0.07
0762	SO	Expedition	2013											8,340	3,001	\$0.00	\$0.00	\$289	\$0.03
0763	SO	Expedition	2013											17,506	7,333	\$256.79	\$0.04	\$1,009	\$0.06
0764	SO	F450	2008											14,280	2,011	\$0.00	\$0.00	\$2,609	\$0.18
0765	SO	F350	2008											11,606	1,971	\$383.54	\$0.19	\$1,971	\$0.17
0766	SO	F350	2013																
0767	SO	F250	1997		123,961										829	\$0.00	\$0.00	\$13,547	\$0.11
0768	SO	E350 Van	2013																
0769	SO	Explorer	2013											13,075	10,442	\$255.12	\$0.02	\$343	\$0.03
0770	SO	Edge	2013											16,876	15,416	\$357.81	\$0.02	\$445	\$0.03
0995	ETR	Durango	2001		124,490										1,983	\$539.58	\$0.27	\$3,351	\$0.03
0996	ETR	Liberty	2003		102,053										8,726	\$528.78	\$0.06	\$2,311	\$0.02
0962	SS	Escape Hybrid	2006		109,988										9,780	\$725.55	\$0.07	\$5,490	\$0.05
0961	SS	Escape Hybrid	2006						60,459						8,757	\$1,386.85	\$0.16	\$5,018	\$0.08
0997	SS	Trail Blazer	2004		100,676										8,364	\$1,520.88	\$0.18	\$8,547	\$0.08
1001	SS	Liberty	2004					75,362							2,449	\$1,268.84	\$0.52	\$9,332	\$0.12

**MOTOR POOL MILEAGE AND YEAR TO DATE COSTS - FISCAL YEAR 12-13 AND LIFETIME**

Veh#	Dept.	Description	Year	150,000	100,000	90,000	80,000	70,000	60,000	50,000	40,000	30,000	20,000	10,000	Mileage YTD	Maint. Cost YTD*	Average Maintenance Cost per Mile YTD	Maint. Costs Lifetime*	Average Maint. Costs per Mile Lifetime
1004	SS	Forester	2007					79,390							1,972	\$155.84	\$0.08	\$2,746	\$0.03
1005	SS	Forester	2007					78,667							10,635	\$586.35	\$0.06	\$3,988	\$0.05
1006	SS	Forester	2007							53,483					5,025	\$348.97	\$0.07	\$2,844	\$0.05
1007	SS	Forester	2007						69,745						6,402	\$365.51	\$0.06	\$3,210	\$0.05
1008	SS	Forester	2008					77,838							14,152	\$550.56	\$0.04	\$3,728	\$0.05
1009	SS	Forester	2008								41,914				5,688	\$162.53	\$0.03	\$2,857	\$0.07
1010	SS	Explorer	2009			96,808									25,693	\$1,527.74	\$0.06	\$4,756	\$0.05
1011	SS	Forester	2009								46,670				8,589	\$273.00	\$0.03	\$2,359	\$0.05
1012	SS	Forester	2009						65,837						13,955	\$622.96	\$0.04	\$3,722	\$0.06
1013	SS	Explorer	2010									30,156			7,132	\$368.04	\$0.05	\$1,417	\$0.05
0989	SS	Cherokee	1999		118,673										4,823	\$909.82	\$0.19	\$18,481	\$0.16

\* Maintenance costs include labor, overhead, parts, outside repair, oil, and tires

- AC=ANIMAL CONTROL
- AS=ASSESSOR
- BD=BUILDING
- BL=BUILDING
- FN=FINANCE
- DA=DISTRICT ATTORNEY
- PH=PUBLIC HEALTH
- IT=INFORMATION TECHNOLOGY
- MH=MENTAL HEALTH
- EMS= EMERGENCY SERVICES
- PO= POOL CARS
- PL=PLANNING
- PR=PROBATION
- PW=PUBLIC WORKS
- RD=ROAD
- FA=FACILITIES
- SW=SOLID WASTE
- SO=SHERIFFS OFFICE
- ETR=EMPLOYMENT TRAINING RESOURCES/ SOC SER
- SS= SOCIAL SERVICES



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	30 minutes (10 minute presentation, 20 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Tom Perry
<b>SUBJECT</b>	Building Permit Fees and Green Projects		

### AGENDA DESCRIPTION:

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

Presentation by Tom Perry regarding Building Permit Fees and Green Projects.

### RECOMMENDED ACTION:

Receive staff report. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Tom Perry

**PHONE/EMAIL:** (760) 932-5433 / tperry@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 Rpt](#)

[Power Point Presentation](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/1/2013 9:50 AM	County Administrative Office	Yes
11/4/2013 12:06 PM	County Counsel	Yes
10/30/2013 6:25 PM	Finance	Yes

# Mono County Community Development Department

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PO Box 3569  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
inspection hotline: 760.924.1827  
commdev@mono.ca.gov

## Building Division

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

**Date:** November 12, 2013  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tom Perry, Building Official  
**Subject:** Permit Fees and Green Projects

### Recommended Action:

Staff recommends maintaining the current fee schedule and requests the Board to direct staff to research and report back on existing local government efforts which will provide the needed capital to enable widespread expansion of solarization throughout the County.

### Fiscal Impact:

None.

### Discussion:

As a proposed option for the construction stimulus program brought before the Board of Supervisors in December of 2011, the possible reducing or waiving of fees for construction projects that involved energy efficiency, or 'green' projects, was considered. Given the recent trend in such projects, such as solar generated electricity and geothermal space and water heating systems, in addition to a request from Supervisor Johnston, the topic of building permit fees as they relate to 'green' projects and a possible adjustment to such fees is the basis for this presentation.

Attachments: Power Point

# MONO COUNTY BOARD OF SUPERVISORS

November 12, 2013

Building Permit Fees and Green Projects

## Determination of a 'green' project

- Most common is solar PV
  - Used for both electrical energy and hot water
  - Many permitted solar projects since 2012 in Mono County have been for off-grid applications
- Geothermal source space and water heating systems
  - Second most common type of larger green project
- Other types of projects
  - Straw bale construction, LEED certified, wind power
- Smaller, less obvious alterations and additions
  - Changing out light fixtures and switches
  - Changing out HVAC and plumbing equipment and fixtures
  - Covered porches, window coverings to reduce cooling loads
  - Thermal envelope upgrades: Windows, insulation, caulking, roofs
  - Others?

## California has a cap on solar permit fees

- Mandated by Senate Bill 1222, solar permit fees cannot exceed the “estimated reasonable cost of providing the service for which the fee is charged.”
- Solar permit fees to be limited to the following per SB 1222:
- Residential: \$500 + \$15/kW for each kW above 15 kW
- Commercial: \$1,000 + \$7/kW (51 kW – 250 kW)  
+ \$5/ kW (> 250 kW)

## Review of other jurisdictions fees and data

### ➤ Inyo County

- Flat fee structure applies to solar, no geothermal or other
- \$107.57 + \$.30 per s.f. of panel area + plan check fee  
(1/2 of first two fees) + \$15.65 (elec. Permit fee)
- No kW limitation
- Examples: 5 kW system, 355 s.f. of panel area = \$336.75 fee  
10 kW system, 710 s.f. of panel area = \$496.50 fee

### ➤ City of Bishop

- Fees for solar and other project types based on valuation
- No kW limitation
- Example:
  - \$10,000 solar project (ground or roof), < 10kW  
= \$241.25 fee

## Review of other jurisdictions fees and data

- Town of Mammoth Lakes
  - Solar: Fees based on valuation with minimal plan review for small residential PV, larger review for commercial
  - Geothermal and other project types require full review
  - Examples:
    - \$10,000 res. solar (ground or roof), <10kW = \$274.35 fee
    - \$40,000 geothermal project = \$1,193.40 fee
  
- Alpine County
  - Flat rate for solar only, no wind, geothermal, or other
  - Average residential solar permit = \$390.57 fee
  - Fees include inspections, plan reviews, and electrical permit fee
  - Fee would increase by \$75.50 increments if batteries and generators were also included with project

## Review of other jurisdictions fees and data

- Washoe County, NV
  - Solar, wind, geothermal and others based on valuation
  - Permit fees based on contract price and valuation
  - Residential PV system under 10 Kw, valued at \$10,000  
= \$223.74 permit fee
- Douglas County, NV
  - Solar, geothermal, wind projects fees based on valuation
  - Contract or bid price /2 = project valuation
  - Example: \$10,000 res. Solar project, < 10 kW = \$254 fee
  - No limitation on system size
  - Geothermal fees range \$300 - \$450 for \$30K - \$50K jobs

## Review of Mono County permit fees for similar projects

- Over the counter permit fee of \$130 covers HVAC, water heaters, pellet stoves, re-roof and minor electrical permits
- Solar PV and geothermal permit fees:
  - Based on flat fees, not valuation
  - No distinction between residential or commercial
  - No limitation on size of systems
  - \$130 permit fee + \$99 plan review fee  
= \$229 permit fee
- 2011: 14 solar permits, 1 geothermal permit issued
- 2012: 14 solar permits, 1 geothermal permit issued
- 2013: 9 solar permits issued

## Comparison of other jurisdictions and Mono County

- Average of sampled jurisdictions fees for solar projects valued at \$10,000 and not exceeding 10 kW = \$286.77
- Some jurisdictions may have higher fees for larger solar projects based on valuation methods, contract bid prices or other variables
- Some jurisdictions may have higher fees for geothermal based on valuation methods and contract bid prices given that average residential geothermal systems have an average valuation of \$40,000
- Mono County: \$229 fee currently covers both solar and geothermal projects regardless of size or project valuation



THANK YOU!

QUESTIONS, DISCUSSION, AND DIRECTION



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	10 minutes (5 minute presentation, 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Louis Molina
<b>SUBJECT</b>	New LPA Delegation Agreement and Grant Funding Agreement		

### AGENDA DESCRIPTION:

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

Approval of new Local Primacy Delegation Agreement (LPDA), Grant Funding Agreement and Fiscal Agent Agreement, between the California Department of Public Health and Mono County.

### RECOMMENDED ACTION:

Approve entry into Local Primacy Delegation Agreement (LPDA), Grant Funding Agreement, and Fiscal Agent Agreement, between the California Department of Public Health and Mono County. Authorize Environmental Health Director to sign said agreements on behalf of the County. Provide any desired direction to staff.

### FISCAL IMPACT:

The Grant Funding Agreement is expected to provide the Mono County Health Department \$168,000 in revenue to assist in the implementation of the Small Public Water System Program.

**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

[Local Primacy Delegation Agreement](#)

- [📄 Grant Funding Agreement](#)
- [📄 Fiscal Agent Agreement](#)
- [📄 LPDA and Grant Agreement Staff Report](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/6/2013 1:44 PM	County Administrative Office	Yes
11/6/2013 2:55 PM	County Counsel	Yes
11/6/2013 4:01 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

November 5, 2013

**To:** Honorable Board of Supervisors  
**From:** Louis Molina, Environmental Health Director  
**Subject:** Local Primacy Delegation Agreement (LPDA), Grant Funding Agreement and Fiscal Agent Agreement for Mono County's Small Public Water Systems Program

**Recommended Action:** Approve the LPDA, Grant Funding Agreement and Fiscal Agent Agreement for implementation of regulatory requirements and administration of the Small Public Water Systems Program in Mono County. Approve Louis Molina, Environmental Health Director, to execute the LPDA and administer the Grant Funding Agreement, as specified. Approve Leslie Chapman, Finance Director, as the Fiscal Agent to disperse the grant funds per the Fiscal Agent Agreement.

**Discussion:** Mono County Environmental Health is currently acting as the Local Primacy Agency (LPA) for Mono County, under an existing LPDA. The LPA has been delegated this authority by the California Department of Public Health (CDPH), and under the authority granted by the California Safe Drinking Water Act, for the regulation of Small Public Water Systems (SPWS). SPWS include those community water systems that have 15-199 service connections, as well as non-community water systems serving facilities such as campgrounds and motels. CDPH now wishes to replace the existing LPDA with a new agreement. In addition, to aid in costs associated with the implementation of the SPWS program, CDPH is providing a one-time grant in the amount of \$168,000. This grant money will be deposited into an individual account controlled by the Fiscal Agent who will then disperse three equal payments to the LPA, as deliverables are met, per requirements specified in the Grant Funding Agreement and in the Fiscal Agent Agreement. Leslie Chapman, Finance Director, has agreed to act in the capacity of the Fiscal Agent for this grant.

**Fiscal Impact:** This grant provides \$168,000 revenue to the Mono County Health Department. This revenue is not included in the current Health Department budget, but will be included in the next budget update. There is no General Fund impact associated with this grant or with the LPDA.

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

## **LOCAL PRIMACY DELEGATION AGREEMENT**

This PRIMACY DELEGATION AGREEMENT (this "Agreement") is entered into as of December 9, 2013, (the "Effective Date") by and between the California State Department of Public Health (the "Department") and the County of Mono (the "County").

### **BACKGROUND**

A. The Department may delegate enforcement of the California Safe Drinking Water Act for small public water systems to local health officers under the terms and conditions of this Agreement.

B. The Department has adopted regulations specifying the requirements for a small public water system regulatory program by a local health officer under authority delegated by the Department.

C. The County has submitted a complete primacy delegation application (the "Application") to the Department requesting delegation of primacy for the small public water system regulatory program within the County.

D. The Department has reviewed the Application submitted by the County and determined that the County is capable of conducting a small public water system regulatory program.

E. The Department hereby wishes to delegate to the County the authority to enforce state laws and regulations applicable to the delivery of drinking water to consumers by small public water systems pursuant to the terms of this Agreement, and the County hereby accepts such delegation.

F. All statutory references in this Agreement are to the California Health and Safety Code ("HSC") as the same may be amended from time to time, unless otherwise noted.

G. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree as follows:

### **AGREEMENT**

#### **ARTICLE I. DELEGATION; DESIGNATION OF LOCAL PRIMACY AGENCY**

Section 1.01 Termination of Prior Agreement. This Agreement supersedes, in its entirety, the prior Delegation Agreement between the parties, which Delegation Agreement is hereby agreed to be of no further force or effect.

Section 1.02 Delegation and Reservation of Rights. The Department hereby delegates to the County all authority granted to it under the California Safe Drinking Water Act (HSC §116270 et. seq.) for regulation of small public water systems. This delegation does not include regulation of community water systems serving 200 or more service

connections. Notwithstanding the foregoing, the Department retains concurrent authority to regulate, and take enforcement action against, small public water systems within the County's jurisdiction to the extent determined necessary by the Department.

Section 1.03 Designation. The designated local primacy agency for the County of Mono shall be its local health officer (the "LPA").

Section 1.04 Small Public Water Systems Not Subject to Delegation. The following small public water systems shall be regulated directly by the Department and are not subject to the delegation granted by this Agreement:

(a) All small public water systems owned and operated by agencies of the State of California; including the Department of Parks and Recreation, Department of Transportation, Department of Forestry, Department of Mental Health, Department of Corrections, Department of Veterans Affairs, and the Department of Water Resources;

(b) All small public water systems operated by the Chancellor of the University of California System or the Chancellor of the California State Universities and Colleges;

(c) All small public water systems owned or operated by the federal government except those that are: (1) operated by, or under the authority of, the U.S. Forest Service; or (2) campgrounds that are operated by, or under the authority of, the Bureau of Land Management or the Army Corps of Engineers; and

(d) The following specifically named small public water systems:

(i) \_\_\_\_\_, ID # \_\_\_\_\_

(ii) \_\_\_\_\_, ID # \_\_\_\_\_

## **ARTICLE II. TERMS OF DELEGATION**

### Section 2.01 Permitting of Small Public Water Systems.

(a) Issuance. The County shall cause the LPA to issue and maintain a valid drinking water permit ("Permit") for all small public water systems within the County's jurisdiction. The Permit must be issued in conformity with and include all terms and conditions set forth in HSC §116525 through §116550.

(b) TMF Capacity. The County shall cause the LPA to deny a Permit to any small public water system that lacks adequate technical, managerial, and financial capacity, consistent with HSC § 116540(a).

(c) 10 Year Review. All Permits must be reviewed and updated as determined by the LPA at least once in every ten (10) year period, starting from the date of issuance.

(d) Department Review. The County shall cause the LPA to deliver to the Department all Permit applications submitted to it for proposed new community water systems that are designed to serve 200 or more service connections. The LPA may only issue a Permit for such a system upon the Department's written approval.

Section 2.02 Annual Work Plan. The work plan submitted and approved by the Department will be the LPA's program guide for the fiscal year 2013. Annually thereafter the County will submit an annual work plan, in form and substance as required by 22 CCR §64260, by May 1<sup>st</sup> of each year (the "Annual Work Plan"). Upon the Department's approval, the Annual Work Plan shall be considered a part of this Agreement. The Annual Work Plan may be used by the Department, in its sole discretion, as part of the ongoing evaluation of the conduct of the small public water system program by the County.

Section 2.03 Surveillance. The County shall cause the LPA to:

(a) Inventory. Establish and maintain an inventory of all small public water systems under its jurisdiction. The inventory must be updated annually and shall include the information specified in 22 CCR §64255(a).

(b) Routine Inspections. Conduct routine on-site inspections of each small public water system as required by 22 CCR §64255(b). This includes inspection of system operations, operation and maintenance records, system facilities and equipment.

(c) Sanitary Surveys. Conduct an on-site sanitary survey of each small public water system at least every three (3) years for community water systems and every five (5) years for non-community water systems. Such sanitary survey may be conducted in lieu of any routine inspection. Such a survey is intended to evaluate the adequacy and condition of the water source, facilities, equipment, and operation and maintenance procedures and records for producing and distributing safe drinking water. A sanitary survey must review the following components of a water system: (1) sources, (2) treatment, (3) distribution system, (4) finished water storage, (5) pumps, pump facilities, and controls, (6) monitoring and reporting and data verification, (7) system management and operation, and (8) operator certification compliance with State requirements.

(d) Follow-up. Identify deficiencies found during routine inspections and sanitary surveys, and, within 60 days of the date of completion of such routine physical inspection or sanitary survey, deliver a written follow-up notice to such small public water system describing the deficiencies and prescribing a schedule for corrective action.

(e) Reporting. Complete a written routine inspection or sanitary survey report for each such inspection or survey within 90 days of such routine physical inspection or sanitary survey's completion.

(f) Surface Water. Determine the small public water systems under its jurisdiction that utilize surface water or groundwater under the direct influence of surface water and are therefore subject to surface water treatment requirements.

Performance Evaluation. The Department will evaluate the LPA's surveillance performance based upon the requirements of this Section 2.03(a), and 2.03 (c)-(f).

Section 2.04 Sampling and Monitoring. The County shall cause the LPA to:

(a) Notice. Notify each small public water system under its jurisdiction in writing of the monitoring requirements for that system. Such notification shall be provided at least once every three (3) years for each community water systems and every five (5) years for each non-community water systems. The notice shall identify the specific contaminants to be monitored, the type of laboratory analyses required for each contaminant, the frequency of sampling, and any other sampling and reporting requirements applicable to that system. To assist with compliance with this Section 2.04, the Department shall provide guidance or related documents upon the LPA's request.

(b) Sample Siting Plan. Ensure that each small public water system under its jurisdiction complies with the sample siting plan requirements of 22 CCR §64422.

(c) Tracking System. Use a tracking system to assure that all required sampling and laboratory analyses are completed and reported by the small public water systems. The tracking system shall include the date the sample was collected, the type or purpose of the sample, the laboratory result, and the date the next sample is required to be collected.

(d) Compliance Records. Maintain an ongoing record of the status of compliance with monitoring and reporting requirements for each small public water system.

(e) Monitoring. Establish a system to assure that the water quality monitoring data submitted by each small public water system is reviewed each month for compliance.

Section 2.05 Data Management and Reporting.

The County shall cause the LPA to establish and maintain a database of record and report data elements electronically to the Department in the format designated by the then current electronic submission specifications as follows:

(a) On a monthly basis, no later than 30 days following the month being reported:

(i) A list of all small public water systems that failed during the previous month to comply with drinking water monitoring and reporting requirements of California or federal law.

(ii) A compliance report containing the following information for each small public water system that is in violation of California or federal law: (1) the name and water system identification number of the system; (2) a description of the type of violation and the standard violated; and (3) a description of any enforcement action taken by the LPA with respect to the violation.

(iii) An electronic copy of each enforcement action in a PDF format (citations, compliance orders, and any court filings) issued by the LPA that was submitted to the Department as listed in Section 2.05(a)(ii)(3).

(b) On a quarterly basis, no later than 30 days following the quarter being reported:

(i) A list of domestic water supply permits for small public water systems that have been issued, amended, or renewed during the reporting period. The list shall include the name and the identification number of the water system.

(ii) A list of the small public water systems for which an inspection or sanitary survey was conducted during the reporting period. The list shall indicate the name and identification number of the small public water system and the type of routine inspection or sanitary survey performed.

(iii) A list of small public water systems that are required to comply with the Lead and Copper Rule (LCR) requirements of 22 CCR Chapter 17.5 and the LPA's LCR data, including the name and identification number of the small public water system, LCR monitoring period frequency, water sample collection date, number of water samples collected, number of water samples required, the lead 90th percentile result, and the copper 90th percentile result. The LPA may request a copy of the Department's LCR database for tracking and reporting LCR data in order to clarify the information the LPA is required to track and report and to provide a template for the LPA's report of LCR data.

(c) On an annual basis, no later than August 15<sup>th</sup> of each year, the LPA shall submit an updated inventory of small public water systems under the LPA's jurisdiction.

(d) The LPA agrees to submit electronic data files as requested by the Department, but in no case greater than monthly.

(e) The LPA agrees to submit their entire water system database electronically within 30 days of the Department's request for same.

Section 2.06 Additional Data Reporting to the Department. The County shall cause the LPA to (i) send written notice to all small public water systems under their jurisdiction

directing them to electronically submit, to the Department's designated location, an electronic annual report in the format specified by the Department, submitted no later than July 1<sup>st</sup> of each year (the "EAR"), and (ii) review and, if adequate, accept such EAR. If the EAR is deficient in any manner, the LPA shall notify the small public water system of the specific defects in the EAR and the system shall then resubmit a corrected EAR for further review.

Section 2.07 Enforcement. The County shall cause the LPA to take enforcement action against small public water systems in accordance with 22 CCR § 64258 and consistent with the Department's enforcement manual. As used in this Section, "enforcement action" shall be limited to the actions set forth in Division 104, Part 12, Chapter 4, Articles 9 (*Remedies*), 10 (*Judicial Review*) and 11 (*Crimes and Penalties*) of the HSC (commencing with HSC §116650).

Section 2.08 Compliance with Current Laws and Regulations. The County agrees to cause the LPA to comply with and enforce all applicable state laws and regulations and as each may be created or amended from time to time, including but not limited to HSC §116330, and 22 CCR, §§ 64253 - 64260. Each LPA will notify each small public water system under their jurisdiction of any new state or federal drinking water requirement applicable to those systems.

### **ARTICLE III. LPA PROGRAM REQUIREMENTS**

Section 3.01 Dedicated Staff Time. The LPA will dedicate adequate staffing for the implementation of the small public water system regulatory program during the 2013 fiscal year and in subsequent years. The "adequate" level of staff workload dedicated and performed for the 2013 fiscal year shall be as set forth in the special conditions attached hereto in Exhibit A and in subsequent years shall be negotiated and incorporated into the Annual Work Plan.

Section 3.02 Adequate Staffing and Expertise. The County certifies that all LPA staff necessary to administer and fulfill the obligations delegated by this Agreement, including all technical and professional staff, have been hired or retained, and are adequately trained as of the Effective Date. The LPA may consult with the Department's staff and local district engineers for purposes of technical assistance at no cost to the LPA.

Section 3.03 Training. The Department shall provide appropriate training and technical consultation to the staff of the LPA regarding the implementation and enforcement of state and federal drinking water regulations.

Section 3.04 Program Management and Costs. Each LPA will establish and maintain a time accounting system to determine the amount of reimbursement to be billed to each small public water system consistent with the terms of HSC §116595. The hourly cost rate of the LPA must be determined using the criteria set forth in HSC §116590(b).

Section 3.05 Local Ordinances. The County certifies that any applicable local ordinances as proposed in the County's Application have been adopted and are in effect as of the Effective Date.

Section 3.06 Program Management. The County shall cause the LPA to manage the LPA program in accordance with 22 CCR § 64259.

Section 3.07 Special Conditions. The County shall cause the LPA to satisfy the special terms and conditions set forth in Exhibit A. Failure by the LPA to satisfy the special terms and conditions may, at the option of the Department, result in breach of this Agreement.

Section 3.08 Confidentiality Agreement. The County shall cause the LPA to execute a Confidentiality Agreement with the Department, as more specifically provided in Exhibit B attached hereto.

Section 3.09 Incorporation of Other Documents. This Agreement incorporates by this reference: Exhibit A "Special Conditions", Exhibit B "Confidentiality Agreement", the Annual Work Plan, and the Application as submitted to and approved by Department, and any attachments to said documents. County agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, representations, and statements made by County in the same.

#### **ARTICLE IV. GENERAL PROVISIONS.**

Section 4.01 Amendments; Waiver. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Department. Any waiver of any provision of this Agreement, and any consent to any departure by the County from the terms of any provision of this Agreement, shall be effective only if in writing and only in the specific instance and for the specific purpose for which given.

Section 4.02 Notices. Any notice to be provided to a party to this Agreement shall be delivered to the following addresses:

CDPH-Division of Drinking Water and Environmental Management  
Small Water Systems Unit  
1616 Capitol Avenue, MS 7418  
P.O. Box 997377  
Sacramento, CA 95899-7377

Mono County Department of Environmental Health  
Attn: Environmental Health Director  
Minaret Mall  
437 Old Mammoth Road  
P.O. Box 3329  
Mammoth Lakes, CA 93546

Section 4.03 Term; Termination of Agreement. This Agreement shall remain in effect unless terminated pursuant to HSC §116330(c). No later than ninety (90) days after termination of this Agreement, the County shall cause the LPA to deliver all records pertaining to small public water systems in either Microsoft Word and/or PDF format.

Section 4.04 Successors and Assigns. This Agreement shall be binding upon the County, its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Department and its successors, transferees, and assigns. The County shall not assign its rights or duties hereunder without the consent of the Department.

Section 4.05 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision. Should any provision of this Agreement be determined to be in conflict with the provisions of the Health and Safety Code or the California Code of Regulations, the provisions of those codes shall prevail.

Section 4.06 Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 4.07 Entire Agreement. This Agreement, and the other documents specifically referred to herein, embody the entire agreement and understanding between the County and the Department with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 4.08 Governing Law; Counterparts. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

Section 4.09 No Agency. Nothing in this Agreement is intended to or does establish the County as the agent for the Department, or grants to the County any powers, rights, or privileges other than those contained in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**DEPARTMENT:**

**STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH**

**COUNTY:**

**MONO COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL HEALTH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Louis Molina

Title: Environmental Health Director

## **EXHIBIT "A"**

### **SPECIAL CONDITIONS**

Article A-1. Supremacy of Special Conditions. Notwithstanding any other term or condition in this Agreement or any document attached hereto or incorporated by reference, the special conditions set forth in this Exhibit A shall control in the event of any conflict or discrepancy with any other term.

Article A-2. Adequate Staffing. The "adequate" level of dedicated staff time referred to Section 3.01 of this Agreement means one fulltime equivalent per year.

Article A-3. Confidentiality Agreement. Notwithstanding anything to the contrary in this Agreement or any document attached hereto or incorporated by reference, Mono County may make such disclosures as may be required by court orders or by applicable state or federal law, including, but not limited to, the California Public Records Act.

Article A-4. Authority. The designated authority for the County shall be the Environmental Health Director, and not the Health Officer, as indicated in Section 1.03.

Article A-5. Sampling & Monitoring. Per the last sentence in Section 2.04(a), the County requests the State provide a written list of approved testing methods in order to assist in achieving the requirements of this section.

Article A-6. Program Management & Costs. In lieu of fees as stipulated in sections 116595 and 116590 of the HSC, Mono County will continue to charge the public water systems in its jurisdiction in accordance with Resolution R13, approved by the Mono County Board of Supervisors on 6/18/13. This resolution includes the Environmental Health Official Fee Schedule. All Mono County fees are reviewed and approved per BOS Resolution on an annual basis.

**EXHIBIT "B"**

**CONFIDENTIALITY AGREEMENT**

**CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF DRINKING WATER AND ENVIRONMENTAL MANAGEMENT**

**CONFIDENTIALITY AGREEMENT**

**WHEREAS** the California Department of Public Health, Division of Drinking Water and Environmental Management (hereafter “CDPH”) and the County of Mono (hereafter “County”) have entered into that certain Local Primacy Delegation Agreement of even date herewith (hereafter “LPDA”); and

**WHEREAS** in the performance of the LPDA, CDPH will disclose to County records and information, or portions thereof, that are confidential and exempt from disclosure to the public.

**THEREFORE**, CDPH and County hereby agree that County will use such records and information subject to the following terms and conditions effective as of December 9, 2013, (the “Effective Date”).

1. Confidential Information: The following shall be deemed “Confidential Information”:
  - a. Documents and records provided by CDPH, including electronically stored and/or transmitted information, concerning the precise geographical location of public water systems’ drinking water sources, treatment facilities, pumping stations, distribution systems, and storage facilities for all public water systems in the County. These records may include maps, project plans or specifications, water supply permits/engineering reports, facilities lists; source water assessments, well driller’s logs, and schematic diagrams.
  - b. Documents, records, memoranda, policy and guidance documents and all other materials provided by CDPH to County by means of CDPH’s SharePoint system, any internal non-public websites or any other related or successor databases or sources that are managed by CDPH and accessed by County.
  - c. Information or records provided by CDPH that are marked “Confidential” or which are understood to be or intended to be treated as “Confidential”.
2. Non-Disclosure: County agrees to treat the “Confidential Information” as confidential and exempt from disclosure to the public, allowing access to the records only to those persons who are employed, retained, or otherwise under the control of the County and are subject to confidentiality obligations substantially similar to those contained herein (collectively “Permitted

Recipients”). County agrees to protect Confidential Information from disclosure to others to the greatest degree allowed by law.

3. Treatment of Non-Confidential Information: Information derived from sources other than CDPH is not subject to this Agreement.
4. Use: County agrees to use Confidential Information only for official business purposes directly related to performance of the LPDA. To the extent that Confidential Information is used to create public reports, publications, maps, or other representations of the data contained in the records, physical addresses of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will not be included, and any geographical locations of public drinking water systems' sources, treatment facilities, pumping stations, distribution systems, and storage facilities will be displayed or represented in a manner that is randomized within a one-mile radius.
  - a. Protective Order: To the extent that Confidential Information comprises part of an administrative record for, or are otherwise to be used in, administrative or judicial litigation, physical addresses and/or a higher resolution may be provided to the court under seal or subject to the court's protective order(s). County may request CDPH provide a template for such a protective order.
5. Approval of Third Parties: County agrees that reports, publications, maps, or other representations or information contained in the Confidential Information will be released only to Permitted Recipients unless County has obtained the prior written approval of an authorized representative of CDPH or a court order.
6. Notice: County agrees to notify CDPH promptly of any requests or demands for disclosure of any Confidential Information, and to coordinate with CDPH in its response to those requests. In addition, County agrees to immediately notify and coordinate with CDPH regarding the initiation of any judicial proceeding to compel the County to disclose Confidential Information and/or any representation based thereon. County further agrees to seek direction from CDPH regarding further judicial review or appeal of any such order and shall act in accordance with such direction from CDPH.
7. Amendments: CDPH and County agree that this Agreement may not be amended, except in writing signed by authorized representatives of CDPH and County.
8. Continuity of Obligations: County agrees that its obligations under this Agreement shall continue indefinitely until the parties agree in writing to the contrary.

9. Destruction: County agrees to destroy any Confidential Information disclosed by CDPH as soon as County is finished using it and to notify CDPH when it has been destroyed.
10. Governing Law: CDPH and County agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California.

By their signatures below, CDPH and County represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**County**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Louis Molina

Title: Environmental Health Director

**CDPH**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT  
BETWEEN  
THE STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH  
AND  
**THE COUNTY OF MONO**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Purpose of Funding .....	1
2. Incorporation of Other Documents.....	2
3. Grant Funding.....	2
4. Special Terms and Conditions.....	2
5. Project Officials and Notices.....	2
6. Miscellaneous Provisions.....	3

## EXHIBIT A STANDARD CONDITIONS

<u>Article</u>	<u>Page</u>
A-1. Definitions.....	6
A-2. Term of Agreement.....	6
A-3. Basic Conditions Precedent.....	6
(a) Minimum LPA Requirements.....	6
(b) Water System Inventory.....	7
(c) Execution of the LPDA.....	7
(d) County Authorization.....	7
A-4. Compliance with Laws, Regulations, and Permit Requirements.....	7
A-5. Project Milestones.....	7
(a) Data Elements.....	7
(b) Full Database Submission.....	8
(c) Correction of Data Errors.....	8
(d) EAR Submission.....	8
(e) LPA Work Plan.....	8
(f) Provision of Source Class Codes.....	8
A-6. Disbursements by State.....	8
(a) Claims.....	8
(b) Disbursement.....	9
(c) Rejection of Claims.....	9

(d) Correction of Claims.....	9
(e) Adjustments to Claims .....	10
(f) Final Claim and Disbursement .....	10
A-7. Withholding of Grant Disbursements by State and Cancellation of Agreement .....	10
(a) Conditions for Withholding .....	10
(b) Withholding Entire Grant Amount.....	11
(c) Withholding Balance of Grant Amount .....	11
A-8. Fiscal Agent Agreement.....	11
A-9. Timing of Project.....	11
A-10. County’s Contracts.....	12
A-11. Audit and Inspection of Books and Records .....	12
A-12. Accounting and Deposit of Grant Disbursements .....	12
(a) Separate Accounting of Grant Disbursements .....	12
(b) Disposition of Funds Disbursed .....	13
(c) Interim and Final Audits .....	13
A-13. Single Audit Act.....	13
A-14. [Intentionally Reserved] .....	13
A-15. Nondiscrimination Clause .....	13
A-16. Workers’ Compensation Clause .....	14
A-17. Successors and Assigns.....	15
A-18. [Intentionally Reserved] .....	15
A-19. Remedies Not Exclusive .....	15
A-20. Amendments .....	15
A-21. Waiver of Rights .....	15
A-22. Dispute Clause.....	15
A-23. Performance and Assurances.....	16
A-24. Default Provisions .....	16

TABLE OF CONTENTS (continued)

<u>Article</u>	<u>Page</u>
A-25. Drug-Free Workplace Certification.....	17
A-26. Conflict of Interest--Current and Former State Employees.....	17
(a) Current State Officers and Employees.....	17
(b) Former State Officers and Employees.....	18
A-27. Prohibited Use of State Funds.....	19
(a) Software.....	19
(b) Unrelated County Purposes.....	19

EXHIBIT B  
SPECIAL TERMS AND CONDITIONS

<u>Article</u>	<u>Page</u>
B-1. Final Grant Amount Awarded.....	20
B-2. Other Terms and Conditions.....	20

ATTACHMENTS

1. County Authorization (Article A-3(d))
2. Claim Form (Article A-6(a))
3. Fiscal Agent Agreement (Article A-8)

STATE OF CALIFORNIA

HEALTH AND HUMAN SERVICES AGENCY  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

GRANT FUNDING AGREEMENT  
BETWEEN  
STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH  
AND  
**THE COUNTY OF MONO**

THIS AGREEMENT, is entered into between the State of California Department of Public Health, herein referred to as "State," and **The County of Mono**, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as "County," which parties do hereby agree as follows (the "Agreement"):

SECTION 1. PURPOSE OF FUNDING

This Agreement provides funding in the form of a grant made by State to the County under the provisions of the Federal Safe Drinking Water Act, 42 U.S.C. 300 j-12 et seq., (the "Act"), and the Safe Drinking Water State Revolving Fund Law of 1997, Health and Safety Code, section 116760.10 et seq., (the "State Act"), and in conformance with the Local Primacy Agency Program (the "LPA Program"), as detailed in the Local Primacy Delegation Agreement (the "LPDA") entered into on December 9, 2013. Grant funds may be used only for the operation of the LPA Program as required by this Agreement and the LPDA, which action is herein referred to as the "Project."

County is solely responsible for the designated local primacy agency (the "LPA") in the regulation, operation, monitoring, reporting, and maintenance of the Project; and for all persons or entities engaged in such work, including but not limited to contractors, subcontractors, suppliers, and providers of services.

## SECTION 2. INCORPORATION OF OTHER DOCUMENTS

This Agreement incorporates by this reference the LPDA, the Fiscal Agent Agreement, Exhibit A: "Standard Conditions," and Exhibit B: "Special Terms and Conditions."

The County accepts and agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents and exhibits thereto, and to fulfill all assurances, declarations, representations, and statements made by County in receiving its grant for funding.

## SECTION 3. GRANT FUNDING

Subject to the availability of funds and in accordance with the terms of this Agreement, State will provide grant funding to County in accordance with County's water system inventory, submitted pursuant to Article A-3(b). State shall utilize the following guidelines in calculating the Grant Amount to be awarded to County:

- (a) \$4000 for each community water systems;
- (b) \$3000 for each non-transient non-community water systems;
- (c) \$1500 for each transient non-community water systems.

The different categories of water systems set forth above are as defined by Health and Safety Code, section 116275. The total Grant Amount is set forth in Exhibit B.

## SECTION 4. SPECIAL TERMS AND CONDITIONS

County shall satisfy the special terms and conditions set forth in Exhibit B. Failure by County to satisfy the special terms and conditions may, at the option of State, result in cancellation of this Agreement under Article A-7 of the Standard Conditions, and/or declaration that County is in default pursuant to Article A-24 of the Standard Conditions.

## SECTION 5. PROJECT OFFICIALS AND NOTICES

State's Grant Administrator shall be the Chief, Drinking Water Technical Programs Branch, Division of Drinking Water and Environmental Management, California Department of Public Health. All communications given to State's Grant Administrator shall be deemed given to State.

State's Grant Administrator shall be State's representative for administration of this Agreement, and shall have authority to make recommendations and findings with respect to each controversy arising under or in connection with this Agreement. All such recommendations and findings shall be communicated to the Chief, Division of Drinking Water

and Environmental Management of the California Department of Public Health, and disputes shall be resolved in accordance with Article A-22 of the Standard Conditions.

County's Grant Administrator shall be its Environmental Health Director. County's Grant Administrator shall be County's representative for administration of this Agreement. All communications given to County's Grant Administrator shall be deemed given to County.

Either party may change its Grant Administrator upon written notice to the other party.

Notices required to be given in writing by County under this Agreement shall be sent to:

State of California  
California Department of Public Health  
Division of Drinking Water and  
Environmental Management  
Attention: Small Water Systems Unit  
1616 Capitol Avenue, MS 7408  
Post Office Box 997377  
Sacramento, California 95899-7377

Notices required to be given in writing by State under this Agreement shall be sent to:

Mono County Department of Environmental Health  
Attn: Environmental Health Director  
Minaret Mall  
437 Old Mammoth Road  
P.O. Box 3329  
Mammoth Lakes, CA 93546

A change of address for delivery of notice may be given by written notice to the other party.

All written notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for State by its Grant Administrator and for County by its Grant Administrator. Except as otherwise expressly required by this Agreement, all such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

## SECTION 6. MISCELLANEOUS PROVISIONS

### SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**GOVERNING LAW**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**LEGAL CAPACITY**

County hereby warrants and represents that it has the authority to enter into this Agreement.

**VENUE**

The parties agree that venue of any action between the parties arising out of this Agreement, including disputes that may arise following termination of the Agreement, shall be County of Sacramento, State of California.

[Signature Page to Follow]

DATE OF EXECUTION

Date of Execution of this Agreement is the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Approved as to Legal Form  
and Sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Legal Form  
and Sufficiency:

THE COUNTY OF MONO

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Deputy County Counsel  
Title

Environmental Health Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### STANDARD CONDITIONS

#### ARTICLE A-1. DEFINITIONS

Whenever in this Agreement the following terms are used, their meaning shall be as follows unless the context clearly requires otherwise:

Eligible Project Costs -- Those Project costs which are eligible for funding under the Act and applicable State law and implementing guidelines, and this Agreement.

Grant Amount -- The total amount to be disbursed to County under this Agreement and the Fiscal Agent Agreement, as specified in Exhibit B.

Fiscal Agent -- A person identified by the Fiscal Agent Agreement who shall perform various obligations as set forth in such Fiscal Agent Agreement.

Public Water System or Public Water Supply System -- A system for the provision to the public of water for human consumption, as defined in Part 12, Chapter 4 (commencing with Section 116270), of Division 104 of the Health and Safety Code, as it may be amended.

#### ARTICLE A-2. TERM OF AGREEMENT

Subject to the provisions of Article A-7, this Agreement shall become effective on the Date of Execution and shall remain in effect for one year from the Date of Execution or until the Fiscal Agent has disbursed the entire Grant Amount, whichever occurs first.

#### ARTICLE A-3. BASIC CONDITIONS PRECEDENT

Notwithstanding any other term of this Agreement, State shall have no obligation to cause funds to be disbursed under this Agreement unless and until:

(a) Minimum LPA Requirements. County shall meet the following minimum requirements:

1. LPA must ensure that all small public water systems within the LPA's jurisdiction (i) perform the required water quality monitoring, (ii) review the water quality monitoring results when they are submitted, and (iii) act in accordance with the requirements of the LPDA and applicable law.

2. LPA must ensure that all small public water systems are issued enforcement actions for any failure of a primary drinking water standard or any monitoring and reporting violation.
3. LPA must ensure that all current water supply permits are approved and on file, including those for new treatment processes or new sources.
4. LPA must ensure that all required data reporting elements are reported to CDPH-SWS Unit in a timely and accurate manner consistent with the requirements of 22 CCR §64257.

State has the sole discretion to determine that Minimum LPA Requirements are met by County .

- (b) Water System Inventory. County shall ensure that its water system inventory is fully updated and accurate. County shall submit its inventory to State, and this inventory will be used by State to determine the Grant Amount to be awarded to County. Small Water Systems (SWS) Unit staff will work with the LPA to verify that the submitted data is of acceptable quality and that the water systems are properly classified to meet SDWIS data migration rules.
- (c) Execution of the LPDA. County executes the LPDA and agrees to meet all applicable Project milestones as specified under Article A-5.
- (d) County Authorization. County has provided satisfactory documentation of the action taken by its governing body authorizing it to enter into this Agreement and the LPDA, and designating a representative to execute this Agreement and the LPDA and to sign claim(s) for disbursement of funds (**Attachment 1** of this Agreement).

#### ARTICLE A-4. COMPLIANCE WITH LAWS, REGULATIONS, AND PERMIT REQUIREMENTS

County shall at all times comply with, and require its employees, contractors and subcontractors, if any, to comply with, all applicable federal and state laws, rules and regulations, permits, and all applicable local ordinances, including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations, permits, and ordinances.

#### ARTICLE A-5. PROJECT MILESTONES

County shall complete the following Project milestones:

- (a) Data Elements. Within 30 days after the Date of Execution, the County shall submit all required data elements through the electronic data transmission (EDT)

process in the then current format (.FTM files) for the SDWIS Unit to migrate data into SDWIS.

- (b) Full Database Submission. Within 30 days after the Date of Execution, the County shall submit all records residing in its database for all required elements as specified in 22 CCR §64257.
- (c) Correction of Data Errors. Within 30 days after the Date of Execution, the County shall begin work with the SWS Unit staff to correct any data errors generated and shall re-submit the corrected data when it becomes reasonably available via the EDT process to the State.
- (d) EAR Submission. Within 60 days after the Date of Execution, the County shall ensure that: (i) all community and non-transient non-community water systems under their jurisdiction have received written notice of the EAR reporting requirements; and (ii) all 2012 electronic annual reports (EARs) submitted by active community and non-transient, non-community water systems have been reviewed and accepted by the LPA. County shall use reasonable efforts to follow up with any delinquent water systems to secure the submission of the EAR.
- (e) LPA Work Plan. Within 60 days after the Date of Execution, the County shall submit the FY 2013-2014 LPA Annual Work Plan to its designated District Engineer.
- (f) Provision of Source Class Codes. By 120 days after the Date of Execution, the County shall begin to submit new or updated source class codes for all active ground water, surface water, GWUDI water sources, and treatment plants to SWS Unit staff who shall manually enter same into PICME/SDWIS.

#### ARTICLE A-6. DISBURSEMENTS BY STATE

Subject to the availability of funds and in accordance with the terms of this Agreement, Fiscal Agent will provide the Grant Amount to County pursuant to Article A-8 in three separate disbursements as set forth below.

##### (a) Claims

Upon completion of the conditions precedent or relevant Project milestones County shall request a disbursement by submitting to State a claim documenting the completion of the applicable conditions precedent or Project milestones

necessary to initiate each disbursement. A claim for disbursement of funds shall be provided in the form of **Attachment 2** to this Agreement.

(b) Disbursements

Following the review and approval of a claim by State, State will provide instructions to and authorize the Fiscal Agent to disburse grant funds to County in an approved amount, subject to the availability of funds (each a "Disbursement"). Any and all funds disbursed to County under this Agreement shall be used solely to pay Eligible Project Costs.

State shall utilize the following Disbursement schedule to award the Grant Amount to County:

1. Disbursement 1: State shall award the first Disbursement, 34% of Grant Amount under this Agreement, upon the execution of this Agreement.
2. Disbursement 2: State shall award the second Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (a), (b) and (c).
3. Disbursement 3: State shall award the third and final Disbursement, 33% of Grant Amount under this Agreement, upon satisfactory completion of Project milestones specified in Article A-5 (d) and (e).

(c) Rejection of Claims

A claim may be rejected by State if:

- (1) it is submitted without signature or it is submitted under signature of a person other than County's duly authorized representative.
- (2) State determines, in its sole discretion, that the claim is inaccurate or otherwise does not comply with the terms of this Agreement.

State will notify County of any claim so rejected, and the reasons therefore.

(d) Correction of Claims

A claim containing documentation error will be corrected by State, after telephone notification to County, and will thereafter be treated as if submitted in corrected form. State will confirm correction of the error, to County, in writing.

(e) Adjustments to Claims

If upon review of a claim, State determines that the claim is incorrect or incomplete under the Act, State law, implementing criteria, or the terms of this Agreement, State will notify County, by certified or registered mail, of its determination concerning County's failure to adequately provide documentation of milestone fulfillment or completion. County may, within thirty (30) days of the date of receipt of such notice, submit additional documentation or evidence to cure such deficiency(ies). If County does not submit additional information, or if State determines such additional information to be inadequate, State will act in accordance with Article A-7.

County may submit additional documentation or evidence, and resubmit any such rejected costs on a subsequent claim.

(f) Final Claim and Disbursement

With the submission of the final claim, County shall provide:

- (1) A certification by County's Grant Administrator that the data and information disclosed to State is true and correct.

Should County fail to make the full disclosure and certification required by part 1 of this paragraph (f), or should State become aware through any means that County did not use funds for the completion of Project milestones or improperly used grant money for purposes other than those designated in this Agreement or the LPDA; the Project may be referred to the California Department of Finance for a full Project audit.

ARTICLE A-7. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE AND  
CANCELLATION OF AGREEMENT

(a) Conditions for Withholding

If State determines that the Project is not being carried out substantially in accordance with the provisions of this Agreement and the LPDA, or that County has failed in any other respect to comply with the terms and conditions of this Agreement and the LPDA, State may give written notice of such failure to comply. If County does not cure any such failure to State's satisfaction within ten (10) calendar days of receipt of such notice, State may withhold from the County all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests, including but not limited to declaring County in default as set forth in Article A-24, or canceling this Agreement pursuant to Subpart (b) of this Article A-7.

(b) Withholding Entire Grant Amount

If State determines to withhold the entire Grant Amount from County pursuant to Subpart (a) of this Article A-7, notice of such a determination shall constitute a notice of cancellation of this Agreement and the LPDA, and this Agreement and the LPDA shall no longer be binding on any party hereto. Said Notice of Cancellation shall be sent to County by certified or registered mail, and shall be effective upon receipt.

(c) Withholding Balance of Grant Amount

When a portion of the Grant Amount has been disbursed to County and State determines to withhold funding, State will notify County in writing, via certified or registered mail, that State is withholding the balance of the funding from County, pursuant to Subpart (a) of this Article A-7. In such event, County will be deemed to be in default and subject to the provisions of Article A-24.

#### ARTICLE A-8 FISCAL AGENT AGREEMENT

County shall enter into a fiscal agent agreement for a Fiscal Agent substantially in the form of **Attachment 3** to this Agreement (the "Fiscal Agent Agreement"). A Fiscal Agent shall be retained until the Grant Amount has been disbursed in full to County.

County shall open a separate account (the "Account") with the Fiscal Agent, into which State shall disburse the Grant Amount in a single lump sum payment. The Account shall be used only for holding, disbursing and maintaining the grant funds. Funds in the Account shall not be invested in interest bearing obligations. Upon instruction from State, the Fiscal Agent shall release funds to County as specified by State.

Once State approves the Fiscal Agent Agreement, County shall not do any of the following without first obtaining written approval by State: amend the Fiscal Agent Agreement; close the Account; or retain a new Fiscal Agent.

State shall have no obligation to make Disbursements until the Fiscal Agent has been engaged and the Fiscal Agent Agreement Agent has been approved by State.

#### ARTICLE A-9. TIMING OF PROJECT

County shall execute this Agreement by November 30, 2013. County shall proceed expeditiously with the Project.

## ARTICLE A-10. COUNTY'S CONTRACTS

County shall be solely responsible for resolution of any and all disputes arising out of or related to County's performance of the Project, including but not limited to employment and payment disputes with County's employees, contractors and subcontractors and shall provide appropriate releases (as set forth in California Civil Code Title 15) as may be requested by State.

## ARTICLE A-11. AUDIT AND INSPECTION OF BOOKS AND RECORDS

- (a) Upon execution of this Agreement and until 3 years following final Disbursement under this Agreement, pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit by State or any agent thereof, and the State Auditor, with respect to all matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement. If any litigation, claim, negotiation, audit or other action is commenced before the expiration of said three (3) year period, all records must be retained until such action is resolved, or until the end of said three (3) year period whichever shall later occur. All records of County relating in any way to funding received pursuant to this Agreement shall be preserved for this purpose.
- (b) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, Disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by County to comply with this provision shall be considered a substantial failure to comply with this Agreement. State may declare County in default as set forth in Article A-24, withhold Disbursements to County, or take any other action it deems necessary to protect its interests. The provisions of this Subpart (b) shall be effective until expiration of the time period provided in Subpart (a) of this Article A-11.

## ARTICLE A-12. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENTS

### (a) Separate Accounting of Grant Disbursements

County shall account for the funds disbursed pursuant to this Agreement separately from all other County's funds. County shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. County shall keep complete and accurate records of all receipts and Disbursements of such funds.

(b) Disposition of Funds Disbursed

In addition to specific requirements set forth in this Agreement, all funds disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to all provisions of law applicable to County.

(c) Interim and Final Audits

In addition to the provisions of Article A-11, at any time following execution of this Agreement and until completion of the Project, or final Disbursement whichever shall occur last, State reserves the right to conduct an audit of County's disposition of all funds disbursed under this Agreement.

Failure or refusal by County to comply with these provisions shall be considered a substantial breach of this Agreement.

ARTICLE A-13. SINGLE AUDIT ACT

If County receives \$500,000 or more in federal awards in a year from any source, including federal funds disbursed under this Agreement, County agrees to comply with all requirements of the Office of Management and Budget Circular A-133 issued pursuant to the Single Audit Act, as the same may be amended from time to time.

ARTICLE A-14. [INTENTIONALLY RESERVED]

ARTICLE A-15. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, County, its contractors and subcontractors, shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. County, its contractors and subcontractors, shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

County, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such article.

By signing this Agreement, County assures State that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA; the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No. 92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same. Said group of laws and requirements are collectively referred to in this Agreement as the “anti-discrimination laws”.

County agrees to collect and maintain information to show compliance with the “anti-discrimination laws” including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of any pending discrimination-based lawsuits and data on the racial, ethnic, national origin, sex and handicap characteristics of the population it serves.

County, its contractors and subcontractors shall give written notice of their obligations under this Article to labor organizations with which they have a collective bargaining or other agreement.

County's signature on this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California that County has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

County shall include the nondiscrimination and compliance provisions of this Article A-15 in all contracts and subcontracts to perform work on the Project.

#### ARTICLE A-16. WORKERS' COMPENSATION CLAUSE

County affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and County affirms that it will comply with such provisions before commencing performance of work under this Agreement and will make its contractors and subcontractors aware of this provision.

#### ARTICLE A-17. SUCCESSORS AND ASSIGNS

This Agreement and all of its provisions shall inure to the benefit of, apply to, and bind the heirs, successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part hereof by County shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

#### ARTICLE A-18. [INTENTIONALLY RESERVED]

#### ARTICLE A-19. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive, and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

#### ARTICLE A-20. AMENDMENTS

This Agreement may be amended only by mutual written agreement signed by the parties hereto. Requests by County for amendments must be in writing stating the amendment request and the reason for the request.

#### ARTICLE A-21. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

#### ARTICLE A-22. DISPUTE CLAUSE

Any dispute that County may have regarding the performance of this Agreement including, but not limited to, claims for additional Disbursements of funds or extension of time, shall be submitted to State's Grant Administrator identified in Section 5 of this Agreement. State's Grant Administrator may make findings and recommendations and transmit a copy of the claim and any such findings and recommendations to the California Department of Public Health, Chief, Division of Drinking Water and Environmental Management, who shall make a decision on such dispute which decision shall be in writing and transmitted to County by certified or registered mail. Said decision shall be final and conclusive.

#### ARTICLE A-23. PERFORMANCE AND ASSURANCES

County agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Article A-5, and to apply funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law.

#### ARTICLE A-24. DEFAULT PROVISIONS

- (a) County will be in default under this Agreement if any of the following occur:
  - (1) County's substantial breach of this Agreement, or any supplement or amendment to it;
  - (2) County's making of any false warranty, representation, or statement with respect to this Agreement or the Project; and/or
- (b) When an event of default occurs, State may give County notice of default. County shall have ten (10) calendar days from the date of such notice to cure the default. If County fails to timely cure the default to the satisfaction of State, then State may do any or all of the following:
  - (1) Declare that any and all amounts disbursed to County under the terms of this Agreement shall be deemed an obligation of County and due and payable to State;
  - (2) Declare County's obligations immediately due and payable, with or without demand or notice to County, which County expressly waives;
  - (3) Terminate any obligation of State to make further Disbursements to County under this Agreement; and/or
  - (4) Take any other action it deems necessary to protect its interests.
- (c) County agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to State as a result of a breach of agreement by County, whether such breach occurs before or after completion of the Project.
- (d) No waiver by State of any breach or default will be a waiver of any other breach or default.

## ARTICLE A-25. DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, County hereby certifies under penalty of perjury under the laws of the State of California that County will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation and employee assistance programs;
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Every employee who works on the Project:
  - (1) Shall be issued a copy of County's drug-free policy statement;
  - (2) Shall agree to abide by terms of County's statement as a condition of employment on the Project.

This Agreement may be subject to suspension of payments or termination, or both, and County may be subject to debarment if State determines that: (1) County has made a false certification, or (2) County has violated the certification by failing to carry out the requirements of this Article A-25.

## ARTICLE A-26. CONFLICT OF INTEREST--CURRENT AND FORMER STATE EMPLOYEES

- (a) Current State Officers and Employees:
  - (1) County shall not utilize in the performance of this Agreement any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a

condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.

- (2) If any state officer or employee is utilized or employed in the performance of this Agreement, County shall first obtain written verification from State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three (3) years after the termination of this Agreement.
  - (3) County may not accept occasional work from any currently employed state officer, employee, or official.
  - (4) If County accepts volunteer work from any currently employed state officer, employee, or official, County may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of County.
  - (5) County shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.
  - (6) County or anyone having a financial interest in the Agreement may not become a state officer, employee, or official during the term of this Agreement. County shall notify each of its employees, and any other person having a financial interest in this Agreement that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this Agreement unless any relationship with the County giving rise to a financial interest, as an employee or otherwise, is first terminated.
  - (7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.
- (b) Former State Officers and Employees:
- (1) County shall not utilize in the performance of this Agreement any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the State Government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision making process relevant to the Agreement while employed in any capacity by any state agency or department. This prohibition shall apply for a two (2) year period beginning on the date the person left state employment.

- (2) County shall not utilize within twelve (12) months from the date of separation from services, a former employee of the contracting state agency or department if that former employee was employed in a policy making position in the same general subject area as the proposed Agreement within the twelve (12) month period prior to the employee leaving state service.

#### ARTICLE A-27. PROHIBITED USE OF STATE FUNDS

County certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the following:

- (a) Software. County shall not use grant funds pursuant to this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (b) Unrelated County Purposes. County shall not use grants funds pursuant to this Agreement for purposes not related to the Project and performance of the LPDA. Prohibited use of the funds include, but are not limited to, the implementation of county administrative purposes, operations, and programs not associated with the fulfillment of Project and the LPDA.

Any suspected occurrences of fraud, negligence, forgery, embezzlement, theft, or any other misuse of public funds shall be considered a substantial breach of this Agreement. State may immediately suspend Disbursements of grant funds and/or terminate the LPDA and this Agreement in whole or in part pursuant to Article A-7 or Article A-24.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

ARTICLE B-1. FINAL GRANT AMOUNT AWARDED

The Final Grant Amount shall be \$ 168,000.00.

ARTICLE B-2. OTHER TERMS AND CONDITIONS

## FISCAL AGENT AGREEMENT

This FISCAL AGENT AGREEMENT (this "Agreement") is entered into as of December 9, 2013 (the "Effective Date") between Leslie Chapman, Director of Finance, Mono County, ("Fiscal Agent") and the State of California Department of Public Health ("State"), who each hereby agrees as follows.

### RECITALS

A. State has entered a Grant Funding Agreement with The County of Mono (the "County") under the Safe Drinking Water State Revolving Fund Law of 1997 (the "Funding Agreement"), whereby State has made or will make a one-time lump sum Grant payment to Fiscal Agent in the Grant Amount of \$168,000.00 (the "Grant").

B. The Funding Agreement requires or will require, among other things, that State engage the services of a fiscal agent to assist in holding and managing the Grant Amount in trust, and disbursing Grant funds to County upon instruction by State.

C. Fiscal Agent will establish and manage a deposit account number(s) \_\_\_\_\_ maintained by Fiscal Agent consisting of all funds now or hereafter deposited into such account(s) (collectively, the "Account").

D. In connection with the foregoing, State is requesting that Fiscal Agent enter into this Agreement in order to perform services as State's fiscal agent and manage the disbursement of Grant Amount in the Account pursuant to the terms of that certain Grant Funding Agreement between the parties of even date herewith (the "Grant Funding Agreement").

E. For valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. Definitions.

a. "Business Day" means a day, other than a Saturday, Sunday or holiday on which the applicable party is open for business at the location to which the communication is sent.

b. "Disposition Instruction" means an instruction to Fiscal Agent directing the disposition of the funds in the Account.

c. "UCC" means the Uniform Commercial Code of the jurisdiction whose law governs this Agreement or, if relevant to any matter other than the meaning of a defined term, the Uniform Commercial Code of the jurisdiction whose law applies to the matter under the choice of law rules of the jurisdiction whose law governs this Agreement. All capitalized terms defined in the UCC (as hereinafter defined) and not otherwise defined in this Agreement shall have the same meaning in this Agreement as in the UCC, and the rules of interpretation in Article 1 of the UCC shall apply to the interpretation of this Agreement.

d. Any defined term used herein, which term is not defined by the UCC, shall have the meaning set forth in the Grant Funding Agreement.

2. Fiscal Agent's Responsibility.

a. Fiscal Agent shall perform the following services:

(i) Establish a separate deposit Account, to which State shall disburse a one-time lump sum Grant Amount. The Account shall be used solely for holding and managing the Grant funds. Funds in the Account must not bear or earn interest.

(ii) Receive, accept and hold the Grant Amount from State pursuant to the terms of the Grant Funding Agreement and deposit it to the Account.

(iii) Upon receipt of Disposition Instructions from State, the Fiscal Agent shall disburse Grant funds to County pursuant to the terms of such Disposition Instruction.

(iv) County shall account for the Grant funds disbursed pursuant to this Agreement separately from all other County's funds. Fiscal Agent shall maintain accounting procedures that are in accordance with Generally Accepted Accounting Principles. Fiscal Agent shall keep complete and accurate records of all receipts and disbursements of such funds.

b. Fiscal Agent shall have no responsibility or liability to State for complying with any Disposition Instruction, order or other instruction, whether oral or written, concerning the Account. Fiscal Agent shall not have any liability to State for losses or damages resulting from any failure to comply with Disposition Instructions relating to the Account or delay in complying with any Disposition Instruction or any other instruction if (i) compliance with any Disposition Instruction or any other instruction would require Fiscal Agent to violate any then-existing injunction or order of any court of competent jurisdiction, including without limitation in any bankruptcy case under Title 11 of the United States Code, or (ii) the failure or delay is due to circumstances beyond Fiscal Agent's reasonable control. Without limiting the foregoing, in no event shall Fiscal Agent have any liability, directly or indirectly, for any special, indirect, punitive, exemplary or consequential losses or damages, including without limitation lost profits, whether or not any claim for such losses or damages is based on tort or contract or Fiscal Agent knew or should have known the likelihood of such losses or damages in any circumstances.

c. Fiscal Agent may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party. Without limiting the foregoing, Fiscal Agent may (but shall not be obligated to) require that State from time to time deliver to Fiscal Agent such documentation as Fiscal Agent may reasonably request to evidence the authority of those entities or individuals purporting to give Disposition Instructions or any other instructions on behalf of State to Fiscal Agent hereunder.

3. Control of Account.

a. Statements. Fiscal Agent shall provide the original Account statement for the Account to State for its records.

b. Sole Disposition. Fiscal Agent represents and warrants to State that Fiscal Agent has not entered into, and covenants with State that it will not enter into, any agreement with any other person or entity by which Fiscal Agent is obligated to comply with instructions from such other person or entity as to the disposition of funds from the Account or other dealings with the Account. Fiscal Agent will promptly notify State if any other person or entity claims that it has a property interest in the Account.

c. Recordkeeping. Fiscal Agent further represents and warrants to State that Fiscal Agent has marked its books and records to indicate that State has the right to control the Account as set forth herein.

4. Indemnity. State will indemnify Fiscal Agent and its officers, directors, employees and agents against any and all losses, claims, liabilities and expenses arising out of this Agreement (including without limitation all fees and costs incurred by Fiscal Agent in complying with Disposition Instructions or any other instructions or requests given by State hereunder and reasonable attorneys' fees and disbursements and the reasonable estimate of the allocated costs and expenses of in-house legal counsel and staff), except to the extent the losses, claims, liabilities or expenses are determined by a court of competent jurisdiction to be caused by Fiscal Agent's gross negligence or willful misconduct. The obligations of State under this Section 4 shall survive the termination of this Agreement and the resignation or removal of Fiscal Agent.

5. Termination; Survival.

a. State may terminate this Agreement by written notice to Fiscal Agent.

b. This Agreement may be terminated by Fiscal Agent only as follows: (i) immediately upon notice to the other parties if Fiscal Agent becomes obligated to terminate this Agreement or to close the Account under any statute, rule or regulation or any order, judgment, decree or injunction, or a garnishment, restraining notice or other legal process, directing, or prohibiting or otherwise restricting, the disposition of the funds in the Account, binding upon Fiscal Agent; (ii) without limiting the foregoing, with written consent of State which may not be unreasonably withheld but may be conditioned on State's ability to transfer the Account to a financial institution that agrees to substantially undertake Fiscal Agent's obligations under this Agreement.

6. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

7. Entire Agreement. This Agreement is the entire agreement among the parties regarding the subject matter hereof and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. To the extent that any provision in this Agreement conflicts with any provision in any other agreement between Fiscal Agent and State, the provision in this Agreement shall control.

8. Amendments. No amendment of this Agreement will be binding unless it is in writing and signed by State and Fiscal Agent, and no waiver of any right under this Agreement will be binding unless it is in writing and signed by the party to be charged.

9. Severability. To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.

10. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Fiscal Agent and State and their respective successors and assigns. Notwithstanding the foregoing, Fiscal Agent shall not assign, transfer or delegate any of its rights or obligations under this Agreement without prior written consent of State, which may be withheld at its sole discretion. Any banking association or corporation into which Fiscal Agent may be merged, converted or with which Fiscal Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which Fiscal Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of Fiscal Agent shall be sold or otherwise transferred, shall succeed to all Fiscal Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding

11. Notices. All notices, instructions or other communications to a party under this Agreement shall be in writing and shall be sent to the party's address for notices set forth below or to such other address as shall be designated by such party by notice given to the other parties, and, except as otherwise expressly provided for herein, will be effective on receipt.

12. No Agency, Etc. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between State and Fiscal Agent.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

The foregoing is hereby acknowledged and agreed to, effective as of the Effective Date.

**STATE:**

State of California  
Department of Public Health

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for notices:

State of California  
Department of Public Health,  
Division of Drinking Water and Environmental Management,  
Attention: Small Water Systems Unit  
1616 Capitol Avenue, MS 7408  
P.O. Box 997377, MS 7418  
Sacramento, California 95899-7377  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[Signatures continue on following page.]

**FISCAL AGENT:**

By: \_\_\_\_\_

Name: Leslie Chapman

Title: Director of Finance, Mono County

Address for notices:

Mono County Auditor-Controller

Bridgeport Courthouse Annex II

25 Bryant Street

P.O. Box 556

Bridgeport, CA 93517

Attention: Leslie Chapman, Director of Finance

Telephone: 760.932.5490

Facsimile: 760.932.5491



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	Closed Session--Human Resources	

**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**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/29/2013 3:05 PM	County Administrative Office	Yes
11/4/2013 12:06 PM	County Counsel	Yes
10/18/2013 1:37 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	Closed Session - Conference With Legal Counsel	

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

**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
10/29/2013 3:04 PM	County Administrative Office	Yes
11/4/2013 12:06 PM	County Counsel	Yes
10/30/2013 6:15 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	County Counsel Performance Evaluation	

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

**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
11/4/2013 3:21 PM	County Administrative Office	Yes
11/4/2013 12:35 PM	County Counsel	Yes
11/6/2013 4:05 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>
<b>ADDITIONAL DEPARTMENTS</b>		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>
<b>SUBJECT</b>	Closed Session - Public Employment	

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Jim Leddy  
**PHONE/EMAIL:** (760) 932-5414 / jleddy@mono.ca.gov

<p>SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR <b>PRIOR TO 5:00 P.M. ON THE FRIDAY</b> <b>32 DAYS PRECEDING THE BOARD MEETING</b></p>	<p><b>SEND COPIES TO:</b></p>
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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
11/6/2013 2:01 PM	County Administrative Office	Yes
11/6/2013 2:56 PM	County Counsel	Yes
11/6/2013 4:07 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	15 minutes (5 minute presentation, 10 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jim Leddy, CAO
<b>SUBJECT</b>	PILT Invoice for Department of Fish and Wildlife Land		

### AGENDA DESCRIPTION:

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

Presentation by Jim Leddy regarding delinquent California PILT (Payment in Lieu of Taxes) on Department of Fish and Wildlife properties.

### RECOMMENDED ACTION:

Approve the attached past due invoice to the State of California for past due amounts, penalties and interest dating back to 2002-2003 and letter to Governor Brown.

### FISCAL IMPACT:

No immediate impact, but if the past due amounts are collected, it would result in over \$650,000 with approx. \$195,000 going to the County General Fund.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5494 / lchapman@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

[PILT Staff Report](#)

[PILT Schedules - all counties](#)

[PILT Invoice](#)

[PILT Letter to Governor Brown](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/6/2013 5:52 PM	County Administrative Office	Yes
11/6/2013 4:28 PM	County Counsel	Yes
11/6/2013 3:58 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

Rosemary Glazier  
Assistant Finance Director  
Treasurer-Tax Collector

Leslie L. Chapman, CPA  
Finance Director

Roberta Reed  
Assistant Finance Director  
Auditor-Controller

P.O. Box 495  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481

P.O. Box 556  
Bridgeport, California 93517  
(760) 932-5490  
Fax (760) 932-5491

To: Honorable Board of Supervisors  
From: Leslie Chapman  
Date: November 12, 2013  
Re: Dept. of Fish and Wildlife PILT monies owed to counties

**Subject:**

Collection effort for past due PILT from the Department of Fish and Wildlife

**Recommendation:**

1. Approve the invoice for \$645,544,32 for past due PILT owed to Mono County,
2. Direct staff to send a press relief to our local media,
3. Approve the letter to Governor Brown, with the invoice attached and send copies to Secretary of the Natural Resources Agency John Laird, the Director of Department of Fish and Wildlife Charlton Bonham, Senator Tom Berryhill, Assembly Member Frank Bigelow and Rural County Representative of California Nick Konovaloff.
4. Consider setting up a meeting in our district with Senator Berryhill and Assemblyman Bigelow offices to ask them to actively advocate on behalf of counties, and secure their commitment to assist in securing past due monies owed and the resumption of annual PILT payments.

**Background:**

On October 16<sup>th</sup>, Mono County received correspondence from RCRC asking us to participate in an awareness campaign relating to the past due monies owed to counties by the Department of Fish and Wildlife for payment-in-lieu-of-taxes (PILT). This is an effort to secure an appropriation for past due monies in the 2014-15 State Budget, and to have DFW resume ongoing annual payments as required by law.

Included in the correspondence was a chart showing the amount due to 36 counties with real property acquired and operated by the State as wildlife management areas. Fish and Game Code Section 1504 specifies that when income is derived directly from real property acquired and operated by the State as wildlife management areas, the DFW shall pay annually to the county in which the property is located an amount equal to the county taxes levied upon the property at the time title was transferred to the State. These PILT payments are intended to offset adverse impacts to the county property revenues that result when the State acquires private property for wildlife management areas.

County staff verified the amount on the chart, the prepared an invoice and the attached letter to Governor Brown based on samples that were included in the RCRC correspondence.

**Fiscal Impact:**

None at this time, but could result in approximately \$646,000 in unanticipated revenue with \$195,000 going to the County General Fund.



**In-lieu Fees (Department Estimates, June 4, 2013)**

<b>County</b>	<b>2013/14</b>	<b>2012/13</b>	<b>2011/12</b>	<b>2010/11</b>	<b>2009/10</b>	<b>2008/09</b>	<b>2007/08</b>	<b>2006/07</b>	<b>2005/06</b>	<b>2004/05</b>	<b>2003/04</b>	<b>2002/03</b>	<b>2001/02</b>	<b>2000/01</b>	<b>1999/00</b>	<b>1998/99</b>	<b>Totals</b>
Alpine	42,891	42,891	42,891	42,891	42,891	42,891	42,891	42,891	42,891	42,891	42,891	42,891		0	0	0	514,696
Butte	99,007	99,007	99,007	96,971	97,272	97,272	97,272	97,272	97,272	97,272	97,272	97,100	60,369	0	0	0	1,232,369
Colusa	3,551	3,551	3,551	3,551	3,551	3,551	3,551	3,551	3,436	3,091	3,091	3,091		0	0	0	41,120
Del Norte	59,848	59,848	59,848	59,848	59,848	59,816	58,739	57,196	48,431	38,593	29,439	27,821	398	0	0	0	619,672
Fresno	15,469	15,469	15,469	15,469	15,469	15,469	15,469	15,469	15,469	15,469	15,469	15,469	15,469		0	0	201,100
Glenn	59,150	59,150	59,150	59,150	59,150	59,150	59,150	59,150	59,066	58,812	57,765	57,411		0	0	0	706,257
Humboldt	44,778	44,778	35,957	35,631	35,631	35,631	35,331	33,929	33,929	33,929	33,929	33,929		0	0	0	437,381
Imperial	8,876	8,876	8,876	8,876	8,876	8,876	8,876	8,876	8,876	8,876	8,876	8,876		0	0	0	106,515
Inyo	858	858	858	858	858	858	858	858	858	858	858	858		0	0	0	10,298
Lake	16,883	16,883	16,883	16,883	16,883	16,883	16,883	16,883	16,883	16,883	15,374	15,374		0	0	0	199,579
Lassen	65,817	65,817	65,817	65,817	65,817	65,817	65,817	65,817	65,817	63,640	63,229	63,229		0	0	0	782,447
Madera	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708		0	0	0	32,499
Marin	29,857	29,857	29,857	29,857	29,857	29,857	29,857	29,857	29,857	29,857	29,857	21,942	21,459	0	0	0	371,825
Merced	88,827	88,827	88,827	88,827	88,827	84,717	84,717	84,717	84,717	84,390	77,904	75,242	75,242	0	0	0	1,095,779
Modoc	45,623	45,623	45,623	45,623	45,623	45,623	45,623	45,623	45,623	45,623	41,756	41,756		0	0	0	539,745
Mono	28,136	28,136	28,136	28,136	28,136	28,136	28,136	28,136	28,136	28,136	28,136	28,136		0	0	0	337,634
Monterey	9,991	9,991	9,991	9,991	9,991	9,705	9,277	9,277	9,277	9,277	9,277	9,277	9,277	0	0	0	124,597
Napa	137,545	137,545	137,545	137,545	137,545	135,100	131,722	131,722	114,659	94,488	83,440	61,150		0	0	0	1,440,002
Nevada	11,465	11,465	11,465	11,465	9,169	9,131	9,131	9,131	9,131	9,131	9,131	6,434		0	0	0	116,249
Placer	16	16	16	16	16	16	16	16	16	16	16	16	16	0	0	0	204
Plumas	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948		0	0	0	71,377
Riverside	243,525	243,520	243,486	243,486	243,486	243,469	237,825	199,495	190,209	190,209	147,882	104,577	82,159	30,935	29,584	24,159	2,698,009
San Bernardino	5,489	5,489	5,489	5,489	5,489	5,489	5,489	5,489	5,489	5,489	5,489	5,489	4,104	0	0	0	69,970
San Diego	122,445	122,445	99,905	53,529	53,529	53,529	53,529	49,894	48,367	48,367	31,252	12,960	10,953	5,330	4,244	0	770,276
San Luis Obispo	39	39	39	39	39	39	39	39	39	39	39	39	39	0	39	0	542
Shasta	11,652	11,652	11,652	11,652	11,652	10,565	7,123	7,123	7,123	7,123	4,339	4,276		0	0	0	105,930
Sierra	62,557	62,557	62,557	62,557	62,557	62,557	62,557	62,557	62,557	54,296	43,030	36,410		0	0	0	696,751
Siskiyou	51,252	51,252	51,252	51,252	51,252	51,252	51,252	51,252	51,252	51,252	51,252	51,356		0	0	0	615,131
Solano	43,671	43,671	43,671	43,671	43,671	43,671	43,671	43,671	43,671	43,671	43,671	43,509	43,466	0	0	0	567,354
Sonoma	19,902	19,902	19,902	19,902	19,902	19,902	19,902	19,902	19,902	19,902	19,902	19,902	19,902	19,902	0	0	278,632
Stanislaus	799	799	799	799	799	799	799	799	799	799	799	799	799	0	799	0	11,185
Sutter	20,630	20,630	20,630	20,630	20,630	20,630	20,630	20,630	20,630	20,630	20,630	20,630	217	0	0	0	247,772
Tehama	7,961	7,961	7,961	7,961	7,961	7,961	7,961	7,961	7,961	7,961	7,961	7,961		0	0	0	95,526
Tulare	444	444	444	444	444	444	444	444	444	444	444	444	444	444	444	444	7,104
Yolo	114,511	114,511	114,511	114,511	114,511	114,511	114,511	114,511	114,511	114,511	113,277	112,391	47,863	0	0	0	1,418,638
Yuba	62,409	51,492	48,668	48,668	48,668	46,049	44,444	43,950	43,950	43,950	43,950	39,634	476	0	0	0	566,310
<b>Total</b>	<b>1,544,530</b>	<b>1,533,607</b>	<b>1,499,388</b>	<b>1,450,650</b>	<b>1,448,656</b>	<b>1,438,023</b>	<b>1,422,149</b>	<b>1,376,744</b>	<b>1,339,904</b>	<b>1,298,532</b>	<b>1,190,282</b>	<b>1,079,034</b>	<b>392,651</b>	<b>56,611</b>	<b>35,110</b>	<b>24,603</b>	<b>17,130,473</b>



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

Rosemary Glazier  
Assistant Finance Director  
Treasurer-Tax Collector

Leslie L. Chapman, CPA  
Finance Director

P.O. Box 495  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481

November 6, 2013

STATE OF CALIFORNIA  
DEPT OF FISH & GAME  
1416 NINTH STREET RM 1206-22  
SACRAMENTO, CA 95814

### DELINQUENT PRIOR YEAR SECURED PROPERTY TAX NOTICE

Our recorders indicate that your In Lieu Tax Payments for the following fiscal years have not been paid and are now delinquent in the amounts shown below. Additional interest at the rate of 1.5% per month has accrued since the fiscal year ended. Payment should be made to:

Mono County Tax Collector, P.O. Box 495, Bridgeport, CA 93517

YEAR	DFLT DATE	# MOS	IN LIEU TAX	10% PENALTY (1)	COST (2)	INTEREST THROUGH SEPT 30, 2013 (3)	REDEMPTION FEE (4)	TOTAL
					<b>101 PRCLS @ \$10.00</b>		<b>101 PRCLS@ \$15.00</b>	
2002/2003	6/30/2003	123	\$28,136.00	\$2,813.60	\$1,010.00	\$51,910.92	\$1,515.00	\$85,385.52
2003/2004	6/30/2004	111	\$28,136.00	\$2,813.60	\$1,010.00	\$46,846.44	\$0.00	\$78,806.04
2004/2005	6/30/2005	99	\$28,136.00	\$2,813.60	\$1,010.00	\$41,781.96	\$0.00	\$73,741.56
2005/2006	6/30/2006	87	\$28,136.00	\$2,813.60	\$1,010.00	\$36,717.48	\$0.00	\$68,677.08
2006/2007	6/30/2007	75	\$28,136.00	\$2,813.60	\$1,010.00	\$31,653.00	\$0.00	\$63,612.60
2007/2008	6/30/2008	63	\$28,136.00	\$2,813.60	\$1,010.00	\$26,588.52	\$0.00	\$58,548.12
2008/2009	6/30/2009	51	\$28,136.00	\$2,813.60	\$1,010.00	\$21,524.04	\$0.00	\$53,483.64
2009/2010	6/30/2010	39	\$28,136.00	\$2,813.60	\$1,010.00	\$16,459.56	\$0.00	\$48,419.16
2010/2011	6/30/2011	27	\$28,136.00	\$2,813.60	\$1,010.00	\$11,395.08	\$0.00	\$43,354.68
2011/2012	6/30/2012	15	\$28,136.00	\$2,813.60	\$1,010.00	\$6,330.60	\$0.00	\$38,290.20
2012/2013	6/30/2013	3	\$28,136.00	\$2,813.60	\$1,010.00	\$1,266.12	\$0.00	\$33,225.72
<b>TOTALS</b>			<b>\$309,496.00</b>	<b>\$30,949.60</b>	<b>\$11,110.00</b>	<b>\$292,473.72</b>	<b>\$1,515.00</b>	<b>\$645,544.32</b>

1.) **R & T Code 2617 and 2618, 10% Penalty-** A 10% delinquent penalty of the unpaid taxes on real property is applied on Dec. 10th for the 1<sup>st</sup> Installment, and April 10th for the 2nd Installment. 2.) **R & T Code 2621, \$10.00 Cost-** Once the 2nd Installment of taxes become delinquent, a cost of \$10.00 is to be collected on each separate valuation. 3.) **R&T Code 4221(d), 1.5% Monthly Interest-** Beginning July 1st of the succeeding fiscal year, interest at the rate of 1.5% of the redemption amount balance accrues monthly. 4.) **R & T Code 4102(d), \$15.00 Redemption Fee-** A Redemption fee of \$15.00 on each separately valued parcel is applied as part of the sum of the amount necessary to redeem tax-defaulted property.

Please call (760) 932-5480 if you have any questions.

Sincerely,

\_\_\_\_\_  
Leslie L. Chapman, CPA  
Finance Director

cc: Mono County Board of Supervisors  
Jim Leddy, CAO



Larry Johnston ~ District One   Fred Stump ~ District Two   Tim Alpers ~ District Three  
Tim Fesko ~ District Four   Byng Hunt ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts, Clerk of the Board*

November 6, 2013

The Honorable Jerry Brown  
Governor, State of California  
First Floor, State Capitol  
Sacramento, CA 95814

Re: PILT Monies Owed to Mono County

Dear Governor Brown:

On behalf of the Mono County Board of Supervisors, I am writing today regarding an issue of great importance to our county - the Department of Fish and Wildlife's (DFW) non-payment of Payment In Lieu of Taxes (PILT). Mono County requests that you include in the 2014-2015 State Budget payment of delinquent monies owed to Mono County, as well as the resumption of annual PILT payments.

Fish and Game Code Section 1504 specifies that when income is derived directly from real property acquired and operated by the State as wildlife management areas, the Department of Fish and Wildlife shall pay annually to the county in which the property is located, an amount equal to the county taxes levied upon the property at the time title was transferred to the State. These PILT payments are intended to offset adverse impacts to county property tax revenues that result when the State acquires private property for wildlife management areas.

Attached please find a copy of the County of Mono Invoice that was sent to the DFW on November 6, 2013. Currently, Mono County has \$60 million of unmet fiscal needs; this deficit impedes the County's advancement in its efforts to alleviate growing concerns for such funding issues as C.A.R.B. compliance, jail expansion due to overcrowding, landfill closure costs and other capital and infrastructure needs.

In conclusion, Mono County appreciates your assistance in resolving this important matter.

Sincerely,

---

Mono County Board of Supervisors  
Byng Hunt, Chairman

cc: Secretary John Laird, Natural Resources Agency  
Director Charlton Bonham, Department of Fish and Wildlife  
Senator Tom Berryhill  
Assembly Member Frank Bigelow  
Rural County Representatives of California



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	10 minutes (5 minute presentation, 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Rose Glazier
<b>SUBJECT</b>	September 30, 2013 Quarterly Investment Report		

### AGENDA DESCRIPTION:

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

Report to the board Quarterly Investment report for quarter ending September 30, 2013.

### RECOMMENDED ACTION:

Informational only

### FISCAL IMPACT:

None

**CONTACT NAME:** Rose Glazier

**PHONE/EMAIL:** 760-932-5480 / rglazier@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

[Quarterly Investment Report](#)

History

Time

Who

Approval

11/1/2013 9:55 AM	County Administrative Office	Yes
11/4/2013 12:09 PM	County Counsel	Yes
10/30/2013 6:15 PM	Finance	Yes



**DEPARTMENT OF FINANCE  
COUNTY OF MONO  
TREASURER/TAX COLLECTOR**

P.O. BOX 495 BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5480 • FAX (760) 932-5481

Leslie L. Chapman, CPA  
Director of Finance

Rosemary Glazier  
Assistant Director of Finance Treasurer/Tax Collector

**Date:** October 22, 2013

**To:** Honorable Board of Supervisors  
County Administrative Officer  
Treasury Pool Participants

**From:**  Rosemary Glazier, Assistant Director of Finance

**Subject:** Quarterly Investment Report

As required by Government Code Section 53646, attached is the Treasury Pool investment report for the quarter ending September 30, 2013. The report is presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter on a cost basis the portfolio totaled \$58,724,344.91, and the market value was \$59,961,917.75 or 102.107% of cost. Market value does not include accrued interest. Accrued and unpaid interest on the last day of the quarter was \$182,763.32.

At the time of purchase, all investments were in compliance with State law and the Mono County Investment Policy as approved by the Board of Supervisors in a public meeting. To the best of my knowledge the investments of the Treasury Pool are structured in a manner so sufficient cash will be available to meet the normal projected requirements of the County of Mono and the Investment Pool participants during the next six months.

Investment Pool earnings are as shown below:

Quarter Ending	9/30/2013	12/31/2013	3/31/2014	6/30/2014
Average Daily Balance	\$61,644,483	\$	\$	
Earned Interest (including accruals)	\$139,042	\$	\$	
Earned Interest Rate	.8949%		%	
Number of Days in Quarter	92	92	90	91
Interest Received	\$135,430	\$	\$	
Administration Costs	\$10,498	\$	\$	
Net Interest for Apportionment	\$124,932	\$	\$	

**Mono County**  
**Quarterly Investment Report**  
 Report Format: By Transaction  
 Group By: Security Sector  
**Portfolio/Report Group: All Portfolios**  
**As of 9/30/2013**

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Days To Call/Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
<b>Cash</b>													
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	6,192,901.81	6,192,901.81	6,192,901.81	0.357	0.357	N/A	1	1	None		10.29
<b>Sub Total / Average</b>			<b>6,192,901.81</b>	<b>6,192,901.81</b>	<b>6,192,901.81</b>	<b>0.357</b>	<b>0.357</b>		<b>1</b>	<b>1</b>		<b>0.00</b>	<b>10.29</b>
<b>Certificate Of Deposit</b>													
Sallie Mae Bank Murray UT 0.85 9/19/2014	795450PF6	9/19/2012	250,000.00	250,000.00	250,645.00	0.850	0.850	9/19/2014	354	354	None	64.04	0.42
Sovereign Bank 0.75 10/14/2014	84603M2Z8	10/11/2012	250,000.00	250,000.00	250,647.50	0.750	0.750	10/14/2014	379	379	None	883.56	0.42
Goldman Sachs Bank 0.95 4/10/2015	38143AL37	10/10/2012	250,000.00	250,000.00	250,547.50	0.950	0.950	4/10/2015	557	557	None	1,125.68	0.42
GE Cap Bank 0.9 4/13/2015	36160XW29	10/12/2012	250,000.00	250,000.00	250,165.00	0.900	0.900	4/13/2015	560	560	None	1,054.11	0.42
Amer Ex Centn Bank 1 7/13/2015	02587DLG1	10/11/2012	250,000.00	250,000.00	250,782.50	1.000	1.000	7/13/2015	651	651	None	1,178.08	0.42
Ally Bank of Utah 1.1 9/21/2015	02005QS46	9/19/2012	250,000.00	250,000.00	251,070.00	1.100	1.100	9/21/2015	721	721	None	82.88	0.42
Sallie Mae Bank 1.05 10/26/2015	795450QA6	11/14/2012	250,000.00	250,000.00	250,672.50	1.050	1.050	10/26/2015	756	756	None	1,143.49	0.42
First Bank Puerto Rico 0.9 11/23/2015	33764JPM1	11/21/2012	250,000.00	250,000.00	250,537.50	0.900	0.900	11/23/2015	784	784	None	55.48	0.42
Discover Bank 1.25 9/19/2016	254671GK0	9/19/2012	250,000.00	250,000.00	250,935.00	1.250	1.250	9/19/2016	1085	1085	None	94.18	0.42
<b>Sub Total / Average</b>			<b>2,250,000.00</b>	<b>2,250,000.00</b>	<b>2,256,002.50</b>	<b>0.972</b>	<b>0.972</b>		<b>650</b>	<b>650</b>		<b>5,681.50</b>	<b>3.74</b>
<b>Corporate</b>													
New York Life 1.85 12/13/2013	64952WAX1	8/30/2010	500,546.22	500,000.00	501,450.00	1.850	1.297	12/13/2013	74	74	Moodys-Aaa	2,749.31	0.83

Bank of Nova Scotia Halifax 2.375 12/17/2013	064149B97	4/28/2011	501,023.14	500,000.00	502,285.00	2.375	1.394	12/17/2013	78	78	Moody-AA1	3,397.57	0.83
General Electric 2.1 1/7/2014	36962G4X9	9/27/2011	501,130.24	500,000.00	502,350.00	2.100	1.250	1/7/2014	99	99	Moody-AA2	2,420.83	0.83
Royal Bank of Canada 1.125 1/15/2014	78008KNA7	5/3/2011	499,771.49	500,000.00	501,375.00	1.125	1.284	1/15/2014	107	107	Moody-AA1	1,171.88	0.83
JP Morgan Chase 2.05 1/24/2014	46623EJE0	5/15/2012	501,884.03	500,000.00	502,655.00	2.050	0.850	1/24/2014	116	116	Moody-AA3	1,879.17	0.83
Cornell University 4.35 2/1/2014	219207AA5	2/16/2011	302,671.45	300,000.00	303,633.00	4.350	1.650	2/1/2014	124	124	S&P-A2	2,138.75	0.50
Commonwealth Bank of Australia 2.125 3/17/2014	2027A0FQ7	4/28/2011	500,506.87	500,000.00	503,640.00	2.125	1.897	3/17/2014	168	168	Moody-AA1	383.68	0.83
MassMutual Global 2.875 4/21/2014	57629WBK5	5/25/2011	503,591.69	500,000.00	507,250.00	2.875	1.547	4/21/2014	203	203	Moody-Aa	6,348.96	0.84
General Electric Cap Corp. 5.9 5/13/2014	36962G4C5	6/6/2011	512,975.28	500,000.00	517,205.00	5.900	1.574	5/13/2014	225	225	Moody-AA2	11,226.39	0.85
CME Group Inc 5.75 5/15/2014	12572QAD7	8/30/2010	511,588.06	500,000.00	509,550.00	5.750	1.874	5/15/2014	227	227	Moody-Aaa	3,593.75	0.85
Toronto-Dominion Bank 1.375 7/14/2014	89114QAA6	11/10/2011	501,790.45	500,000.00	504,260.00	1.375	0.913	7/14/2014	287	287	Moody-Aaa	1,451.39	0.83
Wells Fargo CO 3.75 10/1/2014	94974BET3	10/12/2011	510,119.82	500,000.00	516,230.00	3.750	1.670	10/1/2014	366	366	Moody-A2	9,322.92	0.85
Microsoft Corp 1.625 9/25/2015	594918AG9	5/1/2012	510,051.93	500,000.00	511,610.00	1.625	0.600	9/25/2015	725	725	Moody-Aaa	112.85	0.85
MetLife Global 2.5 9/29/2015	59217GAC3	7/23/2012	608,790.17	595,000.00	614,623.10	2.500	1.310	9/29/2015	729	729	Moody-AA3	41.32	1.01
General Electric Cap Corp 2.25 11/9/2015	36962G4T8	7/23/2012	509,972.08	500,000.00	513,325.00	2.250	1.280	11/9/2015	770	770	S&P-AA+	4,406.25	0.85
General Electric Cap Corp 2.25 11/9/2015	36962G4T8	10/10/2012	513,853.16	500,000.00	513,325.00	2.250	0.914	11/9/2015	770	770	S&P-AA+	4,406.25	0.85
General Electric Cap Corp 2.3 4/27/2017	36962G5W0	4/27/2012	502,526.38	500,000.00	512,970.00	2.300	2.150	4/27/2017	1305	1305	S&P-AA	4,887.50	0.84

IIS Bancorp

10/16/13

Print Version

US Bancorp 1.65 5/15/2017	91159HHD5	5/11/2012	501,709.78	500,000.00	502,920.00	1.650	1.551	5/15/2017	1323	1323	S&P-A	3,093.75	0.83
UNION BK CA MED TERM 2.125 6/16/2017	90520EAE1	1/9/2013	514,437.15	500,000.00	502,755.00	2.125	1.322	6/16/2017	1355	1355	Moody's- A2	3,069.44	0.85
Wells Fargo Co. 1.5 1/16/2018	94974BFG0	5/14/2013	502,709.92	500,000.00	492,010.00	1.500	1.369	1/16/2018	1569	1569	Moody's- A2	1,541.67	0.84
General Elec Cap 1.625 4/2/2018	36962G6W9	5/14/2013	506,210.24	500,000.00	492,195.00	1.625	1.339	4/2/2018	1645	1645	Moody's- A1	4,017.36	0.84
apple Inc 1 5/3/2018	037833AJ9	5/15/2013	497,505.40	500,000.00	481,625.00	1.000	1.112	5/3/2018	1676	1676	Moody's- AA1	2,041.67	0.83
<b>Sub Total / Average</b>			<b>11,015,364.95</b>	<b>10,895,000.00</b>	<b>11,009,241.10</b>	<b>2.448</b>	<b>1.365</b>		<b>644</b>	<b>644</b>		<b>73,702.66</b>	<b>18.31</b>

**Local Government Investment Pool**

Local Agency Investment Fund LGIP	LAIF6000	2/28/2009	7,386,110.39	7,386,110.39	7,386,110.39	0.257	0.257	N/A	1	1	None		12.28
<b>Sub Total / Average</b>			<b>7,386,110.39</b>	<b>7,386,110.39</b>	<b>7,386,110.39</b>	<b>0.257</b>	<b>0.257</b>		<b>1</b>	<b>1</b>		<b>0.00</b>	<b>12.28</b>

**Municipal**

Pacifica Pension GO 4.053 6/1/2014	69511AAD6	9/17/2012	361,926.81	355,000.00	361,148.60	4.053	1.100	6/1/2014	244	244	Moody's- AA3	4,756.08	0.60
Fullerton Redev 4 9/1/2014	359817BR3	11/4/2010	1,431,069.83	1,425,000.00	1,456,834.50	4.000	3.502	9/1/2014	336	336	Moody's- A	4,591.67	2.38
Long Beach Ca Obligation 5.09 9/1/2014	54242VEK8	2/2/2011	510,186.69	500,000.00	515,205.00	5.090	2.750	9/1/2014	336	336	Moody's- Aaa	2,050.14	0.85
Gilroy Unif School 3.96 4/1/2015	376087CZ3	6/30/2011	491,550.48	485,000.00	500,815.85	3.960	3.002	4/1/2015	548	548	Moody's- AA3	9,549.65	0.82
Fresno Pension OB 4.408 8/15/2015	358266BU7	5/11/2012	524,560.25	500,000.00	519,230.00	4.408	1.700	8/15/2015	684	684	Fitch-A	2,755.00	0.87
Oceanside Ca Unified School Dist 4.5 5/1/2016	675383KK8	7/23/2012	1,075,022.84	995,000.00	1,057,386.50	4.500	1.300	5/1/2016	944	944	Moody's- AA3	18,531.88	1.79
Oceanside Ca Unified School Dist 4.5 5/1/2016	675383KK8	6/3/2011	458,332.97	445,000.00	472,901.50	4.500	3.237	5/1/2016	944	944	Moody's- AA3	8,288.12	0.76

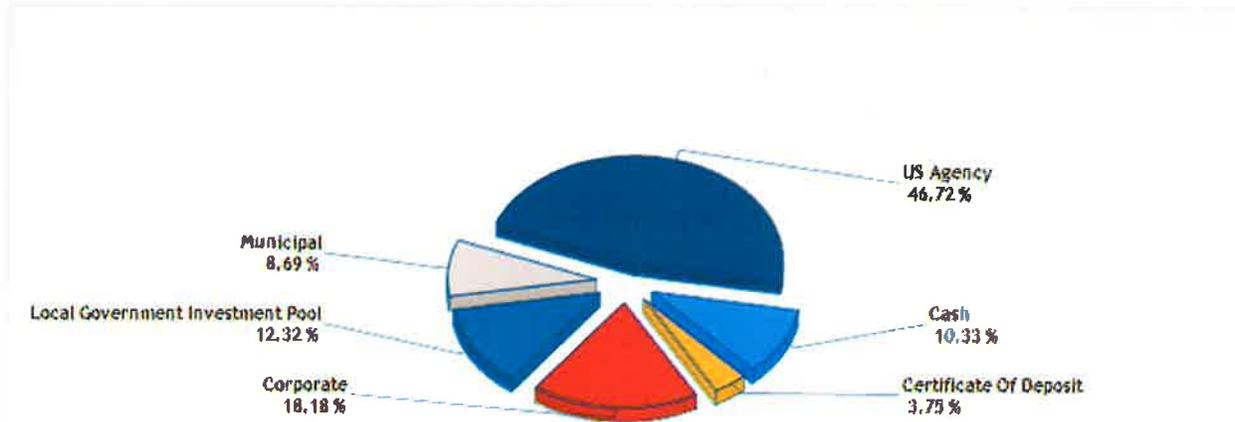
UNION SCH

DIST CA GO BD 1.573 9/1/2017	906573FA3	11/29/2012	505,169.05	500,000.00	502,000.00	1.573	1.300	9/1/2017	1432	1432	Moody's- AA2	633.57	0.84
<b>Sub Total / Average</b>			<b>5,357,818.92</b>	<b>5,205,000.00</b>	<b>5,385,521.95</b>	<b>4.058</b>	<b>2.374</b>		<b>661</b>	<b>661</b>		<b>51,156.11</b>	<b>8.90</b>
<b>US Agency</b>													
FNMA Step 3/20/2016-13	3136G1G94	3/20/2013	2,000,000.00	2,000,000.00	2,000,800.00	0.600	0.749	3/20/2016	902	81	Moody's- Aaa	333.33	3.32
FHLMC 0.625 11/1/2016	3134G3S50	10/19/2012	1,998,148.06	2,000,000.00	1,990,320.00	0.625	0.655	11/1/2016	1128	1128	Moody's- Aaa	5,173.61	3.32
FHLB 0.55 11/7/2016	313382SY0	5/7/2013	1,999,557.03	2,000,000.00	1,983,240.00	0.550	0.557	11/7/2016	1134	1134	Moody's- Aaa	4,369.44	3.32
FFCB 1.41 9/6/2017	3133ECZ31	9/6/2013	1,986,013.59	2,000,000.00	2,005,760.00	1.410	1.594	9/6/2017	1437	1437	Moody's- Aaa	1,880.00	3.30
FNMA Step 11/8/2017-13	3136G0Y39	11/8/2012	2,000,000.00	2,000,000.00	1,968,280.00	0.625	1.019	11/8/2017	1500	39	Moody's- Aaa	4,930.56	3.32
FNMA Step 11/15/2017-13	3136G03G4	11/15/2012	1,998,762.05	2,000,000.00	1,973,120.00	0.700	0.991	11/15/2017	1507	46	Moody's- Aaa	5,250.00	3.32
FNMA Step 11/21/2017-13	3136G04F5	11/21/2012	2,000,000.00	2,000,000.00	1,985,540.00	0.750	1.119	11/21/2017	1513	46	S&P- AA+	5,375.00	3.32
FNMA Step 12/13/2017-13	3136G07A3	12/13/2012	1,999,125.74	2,000,000.00	1,979,240.00	0.700	1.059	12/13/2017	1535	74	Moody's- Aaa	4,161.11	3.32
FNMA Step 12/26/2017-13	3136G1AA7	12/28/2012	2,000,000.00	2,000,000.00	1,983,480.00	0.625	1.044	12/26/2017	1548	87	Moody's- Aaa	3,263.89	3.32
FNMA Step 12/27/2017-13	3136G14Y2	12/27/2012	2,000,000.00	2,000,000.00	1,980,440.00	0.750	1.080	12/27/2017	1549	88	Moody's- Aaa	3,875.00	3.32
FNMA Step 1/22/2018-13	3136G1AP4	1/24/2013	1,998,704.77	2,000,000.00	1,973,220.00	0.700	1.124	1/22/2018	1575	22	S&P- AA+	2,644.44	3.32
FNMA Step 1/30/2018-14	3136G1BZ1	2/25/2013	1,993,843.89	2,000,000.00	1,981,840.00	0.500	1.231	1/30/2018	1583	122	Moody's- Aaa	1,666.67	3.31
FNMA Step 2/28/2018-13	3136G1DZ9	2/28/2013	1,999,117.20	2,000,000.00	1,974,480.00	0.700	1.222	2/28/2018	1612	59	Moody's- Aaa	1,244.44	3.32
FFCB 1.25 6/4/2018-13	3133ECQW7	6/4/2013	1,994,107.12	2,000,000.00	1,952,380.00	1.250	1.315	6/4/2018	1708	65	Moody's- Aaa	8,055.56	3.31
<b>Sub Total / Average</b>			<b>27,967,379.45</b>	<b>28,000,000.00</b>	<b>27,732,140.00</b>	<b>0.749</b>	<b>1.054</b>		<b>1445</b>	<b>316</b>		<b>52,223.05</b>	<b>46.48</b>
<b>Total / Average</b>			<b>60,169,575.52</b>	<b>59,929,012.20</b>	<b>59,961,917.75</b>	<b>1.262</b>	<b>1.056</b>		<b>873</b>	<b>348</b>		<b>182,763.32</b>	<b>100</b>



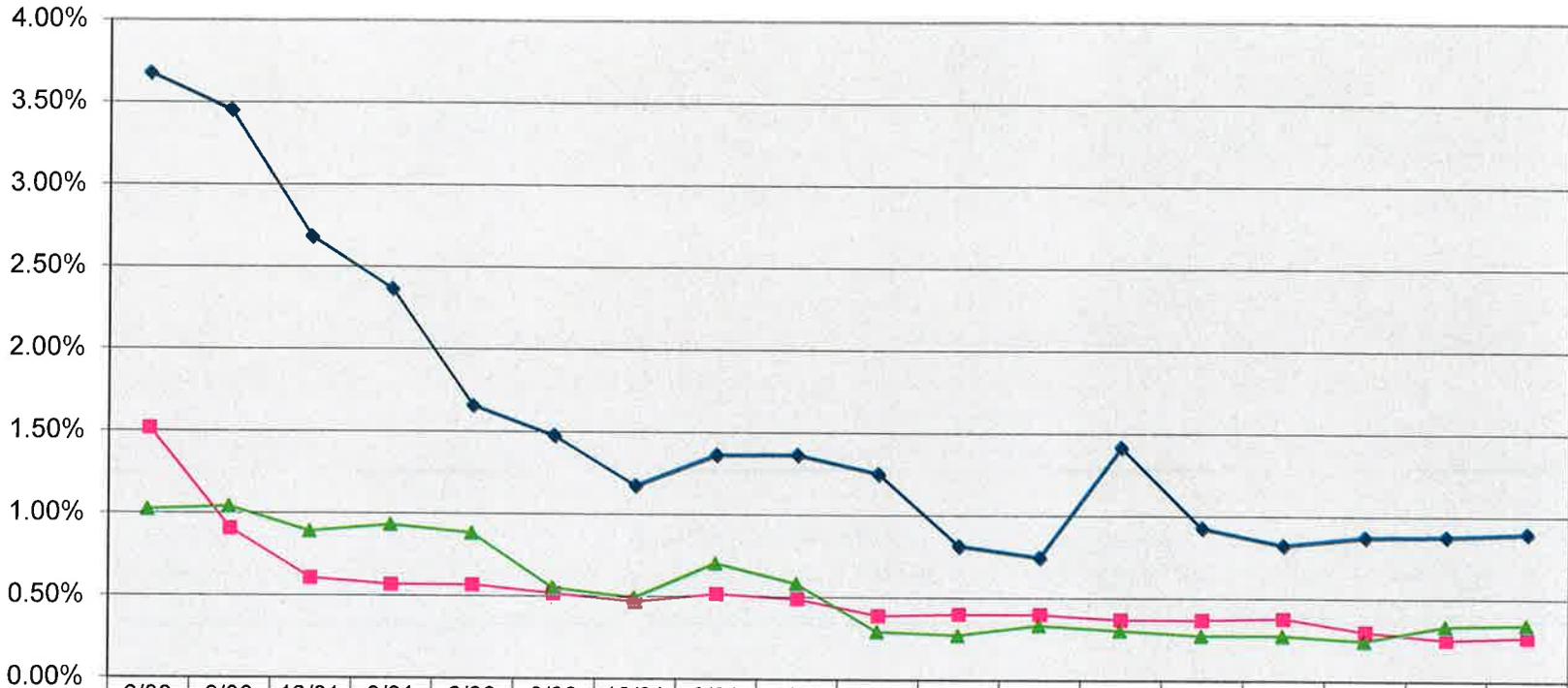
Portfolio / Report Group: All Portfolios  
 Report Date: 9/30/2013  
 Group By: Security Sector  
 Average By: Face Amount/Shares

Portfolio Holdings Distribution by Security Sector



Security Sector	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Cash	6,192,901.81	0.357	6,192,901.81	1	10.33	6,192,901.81	6,192,901.81	0.00
Certificate Of Deposit	2,250,000.00	0.972	2,250,000.00	650	3.75	2,256,002.50	2,250,000.00	1.76
Corporate	10,895,000.00	1.365	11,251,445.25	644	18.18	11,009,241.10	11,015,364.95	1.71
Local Government Investment Pool	7,386,110.39	0.257	7,386,110.39	1	12.32	7,386,110.39	7,386,110.39	0.00
Municipal	5,205,000.00	2.391	5,495,093.90	656	8.69	5,385,521.95	5,357,818.92	1.73
US Agency	28,000,000.00	1.054	27,964,520.00	1445	46.72	27,732,140.00	27,967,379.45	3.89
<b>Total / Average</b>	<b>59,929,012.20</b>	<b>1.053</b>	<b>60,540,071.35</b>	<b>874</b>	<b>100</b>	<b>59,961,917.75</b>	<b>60,169,575.52</b>	<b>2.34</b>

### MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



	6/30 2009	9/30 2009	12/31 2009	3/31 2010	6/30 2010	9/30 2010	12/31 2010	3/31 2011	6/30 2011	9/30 2011	12/31 2011	3/31 2012	6/30 2012	9/30 2012	12/31 2012	3/31 2013	6/30 2013	9/30 2013
◆ COUNTY	3.67%	3.45%	2.68%	2.36%	1.65%	1.47%	1.17%	1.36%	1.36%	1.24%	0.81%	0.74%	1.41%	0.92%	0.82%	0.87%	0.87%	0.89%
■ LAIF	1.51%	0.90%	0.60%	0.56%	0.56%	0.51%	0.46%	0.51%	0.48%	0.38%	0.39%	0.39%	0.36%	0.36%	0.37%	0.29%	0.24%	0.26%
▲ 2YR TREAS	1.01%	1.03%	0.88%	0.92%	0.87%	0.54%	0.48%	0.69%	0.57%	0.28%	0.26%	0.32%	0.29%	0.26%	0.26%	0.23%	0.32%	0.33%



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	1 hour (10 minute presentation, 50 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Rose Glazier/Tim and Kim Traynor
<b>SUBJECT</b>	Yosemite Gateway Motel TOT Penalty Appeal		

### AGENDA DESCRIPTION:

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

TOT penalty appeal for Yosemite Gateway Motel due to hardship of Rim Fire. Discuss possibility of waiving TOT penalties for the 1st quarter of the 2013 fiscal year. Discuss possible repayment agreement of TOT taxes for 1st quarter of the 2013 fiscal year.

### RECOMMENDED ACTION:

Consider Yosemite Gateway Motel's appeal of transient occupancy tax late penalties be waived for the 1st quarter of the 2013 fiscal year. Provide further direction to staff.

### FISCAL IMPACT:

The fiscal impact would be \$4,109.79 for November and an additional \$4,726.26 for December. Total fiscal impact through December 2013 is \$8,836.05.

**CONTACT NAME:** Rose Glazier

**PHONE/EMAIL:** 760-932-5480 / rglazier@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:

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[TOT Appeal](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/1/2013 10:05 AM	County Administrative Office	Yes
11/4/2013 12:08 PM	County Counsel	Yes
10/23/2013 4:52 PM	Finance	Yes



# DEPARTMENT OF FINANCE

TREASURER-TAX COLLECTOR

## COUNTY OF MONO

P.O. BOX 495, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5480 • FAX (760) 932-5481

*Leslie L. Chapman, CPA*  
*Finance Director*

*Rosemary Glazier*  
*Assistant Finance Director*  
*Treasurer-Tax Collector*

November 12, 2013

### STAFF REPORT

**Subject:** Appeal by Yosemite Gateway Motel for the 1<sup>st</sup> quarter of the 2013 fiscal year Transient Occupancy Tax (TOT) late penalties be waived.

**Recommended Action:**

Consider Yosemite Gateway Motel's appeal of transient occupancy tax late penalties be waived for 1<sup>st</sup> quarter of 2013. Provide further direction to staff.

**Discussion:**

Tim and Kim Traynor, per discussion at the BOS meeting on October 8, 2013, Agenda Item 7(a). would like to appeal Yosemite Gateway Motel 2013 1<sup>st</sup> quarter Transient Occupancy Tax penalties, (TOT Ordinance 3.28.140.) due to financial hardship resulting from the Rim Fire.

- The Traynors would like consideration in waiving the penalties set forth by county ordinance, of 15% penalties for November and 15% penalties for December.
- They are also requesting that an installment agreement be approved for repayment which will accrue interest only.

**Fiscal Impact:**

The fiscal impact would be \$4,109.79 for November and an additional \$4,726.26 for December. Total fiscal impact is \$8,836.05.

If you have any questions regarding this item please contact me at 932-5480.

Rosemary Glazier,  
Assistant Finance Director-Treasurer/Tax Collector



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	30 minutes (10 minutes presentation; 20 minutes discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Saul Sanabria
<b>SUBJECT</b>	Veterans Services Presentation & Approval of One-Time Funding		

### AGENDA DESCRIPTION:

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

Presentation from the Veterans Services Officer of Inyo and Mono County on current services provided to veterans; Potential approval of receipt of one time state funds to augment services to veterans.

### RECOMMENDED ACTION:

1) Receive presentation on Veterans Services from Saul Sanabria, County Veterans Services Officer for the Inyo-Mono Veterans Service Office; and, 2) Approve the Board of Supervisors Chair to sign the Certificate of Compliance with the California Department of Veterans Affairs for One-Time Funding Subvention Program for Fiscal Year 2013-2014.

### FISCAL IMPACT:

There is no net impact to the County's General Fund as funding for this service is derived from the one-time subvention funds.

**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

- [Veterans Services Presentation Staff Report](#)
- [CalVet Certificate of Compliance re One-Time Funding](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/1/2013 9:57 AM	County Administrative Office	Yes
11/4/2013 12:12 PM	County Counsel	Yes
11/6/2013 4:07 PM	Finance	Yes



## BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

**Lynda Roberts**  
**Clerk of the Board**  
760-932-5538  
lroberts@mono.ca.gov

**Linda Romero**  
**Assistant Clerk of the Board**  
760-932-5534  
lromero@mono.ca.gov

To: Honorable Board of Supervisors  
From: Saul Sanabria, Veterans Service Representative for Inyo & Mono Counties  
Date: November 12, 2013

Subject:

Presentation from the Veterans Services Officer of Inyo and Mono County on current services provided to veterans, their dependents & surviving spouses; Potential approval of receipt of one time state funds to augment services to veterans.

Recommendation

- 1) Receive presentation on Veterans Services from Saul Sanabria, County Veterans Services Officer for the Inyo-Mono Veterans Service Office;
- 2) Approve the Board of Supervisors Chair to sign the Certificate of Compliance with the California Department of Veterans Affairs for One-Time Funding Subvention Program for Fiscal Year 2013-2014;

Background

The mission of Veterans Services is to provide professional services for military veterans and their dependents as well as their survivors – who may be entitled to benefits from the United States Department of Veterans Affairs, the State of California, and other agencies as applicable.

The County Veterans Service Office was established to serve the veteran population of Inyo and Mono Counties which is located at 207 W. South Street in Bishop, CA 93514.

If clients are unsure of where to find help, need aid to get started, or are just unsure of your entitled benefits, they can obtain assistance by calling the County Veterans Service Office at 760-873-7850. An accredited Veterans Service Representative will assist the client or direct the client to the appropriate resource. The Veterans Service Office provides outreach services if veterans, their dependents and survivors cannot come to the office because of a disability.

Recently, the State passed AB 101, providing additional one-time subvention funding to County Veteran Services Offices (CVSO) for counties to utilize under one of the following three general themes:

- Add new CVSO staffing
- Increase office traffic by expanding service offerings
- Produce new outreach materials

All counties utilizing these one-time funds must implement best practices and meet local needs, report to the State how the funds will be used, and collect and report metrics related to the use of the funds and implementation of best practices.

Inyo & Mono County's Veterans' Services Office is allocated \$12,228 of these funds. Staff recommends the department utilize the funds to increase office traffic by expanding service offerings as follows:

- **Implementing a Veteran Identification Card (ID) System** - the funds may be used for one-time equipment costs to establish the system to provide veterans with ID's to replace their DD-214 (separation or discharge) forms and to bring in new contacts to the office where they can be referred for benefits services
- **Signage** – At the present time the building where the office is located is not properly marked reflecting Veterans Services
- **Outreach Materials** – for distribution within the County in order to provide benefits education and referral information for those locations where CVSO is not readily available to provide counseling services

### Discussion

Appearance before the Board of Supervisors will convey an overall understanding of services currently provided to the veteran community to connect veteran clients with any and all benefits they may be entitled to. The office aggressively assists in obtaining benefits from the federal, state and local agencies administering programs for veterans, and provides advocacy to the veterans' community regarding entitlement rights to federal, state and local benefits programs.

These benefits include but are not limited to:

#### **Services offered through the Veterans office:**

- Comprehensive benefits counseling
- Claims preparation and submission
- Claims follow-up to ensure final decisions
- Initiate and develop appeals when appropriate
- Networking and advocacy with federal, state and local agencies

#### **Assistance offered in filing for the following benefits:**

- Compensation (service-related injuries or disease)
- Re-open compensation claim for increase or re-evaluation
- Dependency and Indemnity Compensation for survivors (based upon service-connected disability or death)

- Non-Service-Connected Pension (for war era veterans only)
- Death pension (for survivors of wartime era veterans only)
- Admission to the State Veterans Homes of California (California Department of Veterans Affairs)
- Request for military records and decorations
- Discharge upgrade and correction of military records
- Vocational Rehabilitation
- VA home loan guarantee eligibility
- Education benefits (VA)
- Disability life insurance and waiver of premiums
- Payment of proceeds of VA life insurance
- Burial benefits (VA)
- Medical care/dental care at VA facilities
- Cal-Vet Loans
- Approving agency for the State College Tuition Fee Waiver program for dependents of eligible veterans
- Assist veterans and their survivors for placement in long-term care facility

**Information and referral for the following:**

- Public Assistance
- Veterans Affairs Medical Care
- Military Installations Retired Activities Office
- Homeless issues
- Certification of discharge papers (DD-214) for filing claims with the VA

Fiscal Impact

There is no net impact to the County's General Fund, as funding for this additional service is derived from the one-time subvention funds.

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS (CalVet)**

**SPECIAL CERTIFICATE OF COMPLIANCE**

**FISCAL YEAR 2013/2014**

**MONO COUNTY**

ONE TIME FUNDING SUBVENTION PROGRAM

Charge:

One-time contribution to counties toward expenses of their County Veterans Service Office (CVSO) per Provisional Language for line item 8955-101-0001 of the Budget Act of 2013; a state General Fund expenditure.

County Certification:

I certify that Mono County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I agree that this county, through the CVSO, will maintain annual records for audit. These records will be maintained until the final allocation of funds for the subject fiscal year is issued by CalVet. We will also submit reports in accordance with the procedures and timelines established by CalVet. The County Veterans Service Officer will permit CalVet representatives to inspect all facilities and records.

I certify that this county will meet the following requirements to receive these funds:

- To maintain fiscal year 2013-14 local CVSO funding at or above the levels locally appropriated in fiscal year 2012-13; and
- That these funds shall not be used to supplant existing county funding for CVSO operations and shall only be used to enhance those services

I certify that these funds will be used in the following area from the CalVet/CVSO Best Practices Manual:

- |  |  |
|--|--|
| <input type="checkbox"/> <b>1. Add New CVSO Staffing</b> - Many CVSO's are already at capacity for handling workload; additional staff allows offices to expand claims handling, expand presence at outreach events and to expand presence at veteran centric sites  | <input checked="" type="checkbox"/> <b>2. Increase office traffic by expanding service offerings</b> - Primarily focused on one-time equipment needs for establishing new services that will attract veterans to CVSO office thus providing CVSO with ability to increase their veteran contacts |
| <input checked="" type="checkbox"/> <b>3. Outreach Materials</b> - Primarily one time production costs for production of new, locally targeted outreach materials for distribution within the county. Provides benefit education and referral information for those locations and times where CVSO staff are not available to provide counseling services. | <input type="checkbox"/> <b>Other</b> – <u>Explain</u> how your project does not fall into one of the above categories, but still applies to the CalVet/CVSO Best Practice Manual: _____<br>_____<br>_____   |

I agree that this county, through the CVSO, will collect and report metrics related to the implementation of this program.

I acknowledge that these funds are one-time funds and may not be available in future fiscal years.

\_\_\_\_\_  
Chair, County Board of Supervisors  
(or other County Official authorized  
by the Board to act on their behalf)

\_\_\_\_\_  
Date



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	November 12, 2013	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	1 hour, 30 minutes (5 minute staff presentation; 1 hour, 25 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jim Leddy
<b>SUBJECT</b>	Fisheries Commission		

### AGENDA DESCRIPTION:

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

Discuss the Fisheries Commission, its origin, purpose, composition, functioning, and future. At its October 18, 2013 meeting, the Board requested to agendaize such a discussion and postponed in the meantime any consideration of Commission appointments.

### RECOMMENDED ACTION:

None. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** jleddy@mono.ca.gov

**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

[Fish Comm'n staff report](#)

[docs re Fish Comm'n creation](#)

- [Fish & Game Advisory Comm'n resoluion](#)
- [Fish and Game Advisory Commission bylaws](#)
- [staff report re additional duties for Fish Comm'n](#)
- [Resolution adding duties to Fish Comm'n](#)
- [Fish Comm'n bylaws](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/4/2013 3:22 PM	County Administrative Office	Yes
11/4/2013 3:20 PM	County Counsel	Yes
11/6/2013 4:04 PM	Finance	Yes



## **COUNTY OF MONO – County Administrative Office**

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 □ FAX (760) 932-5411

---

Jim Leddy  
County Administrative Officer

TO: Board of Supervisors

FROM: Jim Leddy, CAO

DATE: November 12, 2013

SUBJECT: Mono County Fisheries Commission

### **Recommendation**

Review background materials of creation and duties of the Mono County Fisheries Commission. Provide any desired direction to staff.

### **Fiscal Impact**

None

### **Background**

At the October 15, 2013, Board of Supervisors meeting, the Board directed staff to agendize a broad, general discussion regarding the Fisheries Commission. In the meantime, the Board postponed any consideration of Commission appointments. Issues mentioned by individual Board members as being of interest to discuss included the following:

- The Commission's composition and representation (of north and south county),
- The Commission's scope, mission, and role vis-à-vis other commissions such as the Fish and Game Advisory Board and the Eastern Sierra Fishing Coalition;

As background information, the Board requested staff to gather and provide some of the key documents regarding the Commission's creation, mission, and other issues. Such documentation is attached and includes:

- 2002 documents pertaining to creation of the Fisheries Commission, including staff report, minute order, and Resolution
- Resolution creating the Inyo-Mono Fish and Game Advisory Commission, and the Advisory Commission's bylaws
- 2006 Resolution giving the Fisheries the authority to make recommendations regarding the expenditure of Fish and Game fine funds (a function that had historically been performed by the Fish and Game Advisory Commission)
- The Fisheries Commission's current bylaws

**History of the Mono County Fisheries Commission** - In November of 2002, Mono County's ad hoc Fishing Enhancement Committee brought forward to the Board of Supervisors a recommendation to create a formal Mono County Fisheries Commission (MCFC).

As proposed, the MCFC would be a 7 member body with each member of the Mono County Board of Supervisors being entitled to nominate one commission member and the other two may, but are not required to be, nominated by Board members. All appointees would have to be approved by a majority of

the Board Supervisors vote at a public Board meeting.

The compositions of the members would represent the following geographic areas and areas of expertise:

- a.) Antelope Valley
- b.) Bridgeport Valley
- c.) June Lake/Mono Basin
- d.) Southern Mono County
- e.) Town of Mammoth Lakes
- f.) Resort Owners
- g.) The scientific community

The Fisheries Commission members serve in staggered four year terms and serve at the will of the Board.

Per the adopting Resolution (Mono County Resolution R02-107) primary responsibility of the MCFC is to advise the Board of Supervisors on matters relating to the rearing and stocking of various trout species in Mono County. In addition, the MCFC upon request of the Board may assist in oversight of Conway Ranch aquaculture activities; the oversight and planning of the Mono County Fish Management Study; research and consultation with individuals of expertise and communication, as needed with elected officials and agencies at all levels of government.

The MCFC with the above conditions was created pursuant to Mono County Resolution R02-107 on December 10, 2002 on a 4-0-1 vote (Supervisor Ronci was absent). R0-107 is attached to this Board item.

On April 8, 2003, the MCFC received its first appointments per Board Minute Order M03-53 (attached) and the appointees were Neil McCarroll, John Webb, Tom Jenkins, Ed Inwood, Emile Rummel, Avery Gilliland, and Jim King.

On August 8<sup>th</sup>, 2006, the Board of Supervisors adopted Resolution R06-71 added additional duties. They included:

- Giving the MCFC the ability to make recommendations on how to spend the Mono County fish and game fine fund;
- The ability of the MCFC to study and make recommendations relating to fish, wildlife, endangered species and methods of propagation and protection of those species if the Board of Supervisors assigned such a task.

R06-71 also declared for administrative cost purposes under state law (Fish and Game Code Section 13103(j)), the MCFC is the Mono County fish and wildlife commission.

**MCFC relationship to the Eastern Sierra Fisheries Coalition and the Inyo-Mono Fish and Game Advisory Commission** – The Board's October 15<sup>th</sup> discussion referenced the ESF Coalition and the IMFGA Commission and the role they have in supporting Mono County's fisheries. Background of the two other groups is below and it is unclear at this time the overlapping duties, coordination or relationship between the MCFC and both of them.

**The Inyo-Mono Fish and Game Advisory Commission** was created jointly by Inyo and Mono County on January 10<sup>th</sup>, 1984 to advise both Boards on matters relating to fish, game and endangered species and to develop recommendations for the best methods to propagate and protect those species in the Inyo-Mono area. These duties were formally given to the MCFC in 2006.

**The Eastern Sierra Fisheries Coalition** is a collaboration of agencies and local businesses in the Eastern Sierra. The goals of the coalition are to:

- Increase awareness of world-class trout fishing in the Eastern Sierra.
- Attract fishermen during off-peak periods.
- Increase trout stocking through fundraising efforts.

Mono County participates through the Mono County Film and Tourism Commission.

If you have any questions regarding this item, please feel free to contact me at (760) 932-5414.

Enclosures: November 20, 2002 Memo to the Mono County Board of Supervisors from Dan Lyster  
RE: Formation of the Mono County Fisheries Commission;  
Mono County Resolution R02-107, December 12, 2002;  
Mono County Board of Supervisors Minutes of December 12, 2002;  
April 8, 2003 Mono County Board of Supervisors Minute Order 03-53 MCFC  
appointments;  
Resolution creating the Inyo-Mono Fish and Game Advisory Commission  
Advisory Commission bylaws  
Mono County Resolution R06-71, August 8<sup>th</sup>, 2006;  
Fisheries Commission bylaws

**Mono County  
Economic Development  
and Special Projects**

P.O. Box 2415, Mammoth Lakes, CA 93546  
(760) 924-1705 • (760) 924-1701 (Fax)

Daniel L. Lyster  
Director

Jeff Irons  
Economic Development Coordinator

**MEMORANDUM**

TO: Board of Supervisors

FROM: Dan Lyster, Economic Development Director

DATE: November 20, 2002

SUBJECT: Formation of Mono County Fisheries Commission  
and Conway Ranch Aquaculture Issues

*D. Lyster*

\*\*\*\*\*

RECOMMENDATIONS:

1. That the Board formally create a Mono County Fisheries Commission; and
2. That the Board provide direction to staff regarding:
  - a. the use of general fund dollars on Conway Ranch; and
  - b. the benefit or necessity of putting the aquaculture agreement for Conway Ranch fish rearing out to bid.

BACKGROUND:

At its last meeting on October 30, 2002, the ad hoc Fishing Enhancement Committee met to discuss the merit and utility of replacing the current committee with a formal fisheries commission, with members of such to be appointed by the Board of Supervisors. By a unanimous vote of the eight members present, it is the consensus of the Fishing Enhancement Committee that:

1. The Board of Supervisors formally create the Mono County Fisheries Commission (Commission);

2. The composition of the Commission to be seven members appointed by the Board and representing the following geographic areas and disciplines:
  - a. Antelope Valley
  - b. Bridgeport Valley
  - c. June Lake/Mono Basin
  - d. Southern Mono County
  - e. Town of Mammoth Lakes
  - f. Resort Owners
  - g. Scientific Community
3. The members serve staggered four-year terms, with four members initially appointed for four years and three members initially appointed for two years (see attached draft resolution); and
4. The by-laws of the Commission to be based on the general template and format used for the Mono County Tourism/Film Commission.

The purpose of the Fisheries Commission is stated in the Resolution. One of the purposes is oversight of Conway Ranch aquaculture activities. Along those lines, there exists some urgency to have the Fisheries Commission and the Board of Supervisors resolve and consider funding issues and operation agreements on Conway.

The direction to staff on the expenditure of general fund dollars on Conway Ranch is requested to ascertain this Board's policy on such. As I mentioned at the September 17, 2002, Board meeting, the direction of previous Boards of Supervisors was that there be no expenditure of general fund dollars on Conway Ranch in light of the resulting loss of property taxes due to the County's purchase of the property. Concern has been expressed by some members of the public, and in particular, Mr. Tim Alpers, as a former Board member, as to a departure from that previous policy.

Furthermore, if general fund dollars are to be spent on Conway Ranch for fish rearing, then it may be prudent and necessary to put the trout rearing operation at Conway out to bid. The current fish rearing agreement with Sierra Trout Foundation expires December 31, 2002 (see attached copy of agreement).

Regarding the species of trout to be raised on Conway, that will be addressed subsequent to the formation of the Fisheries Commission and the successful negotiation with U.S. Fish and Wildlife Service on their proposed LCT broodstock project on the Mattly portion of the Conway Ranch.

Attachments

Economic Development and Special Projects

**ACTION:** Workshop and PowerPoint Presentation update on ongoing and new Economic Development and Special Projects . Presenter- Jeff Irons Handout of presentation in agenda.

**9b)**  
Formation of Mono County Fisheries Commission and Conway Ranch Aquaculture Issues

Formation of Mono County Fisheries Commission and Conway Ranch Aquaculture Issues **(Dan Lyster)**

At last meeting there was support for creation of the commission. There was a request to modify the language of the resolution.

**ACTION:** Approve Resolution No. R02-107 creating the Mono County Fisheries Commission

*Hunt/Pipersky 4-0 Absent: Ronci*

R02-107

**Discussion:**

Provide direction to staff regarding (1) the use of general fund dollars on Conway Ranch and Board feels that general fund dollars should be spent on Conway Ranch on a case-by-case basis and not change the policy and not use general fund dollars for the entire project. Consensus of board is not to use general fund dollars – only on emergency, case-by-case basis.

(2) the benefit or necessity of putting the aquaculture agreement for Conway Ranch fish rearing out to bid. If general fund dollars are not going to be used for fish rearing and the money has to come from private sources, then the necessity to put it out to bid is not an issue. We will seek a new contract with Sierra Trout. Sierra Trout will seek private donations and grants. An agreement will be drafted by County Administrator.

**9c)**  
California Fish and Game – Strategic Plan for Trout Management Letter

California Fish and Game – Strategic Plan for Trout Management Letter **(Dan Lyster)**

**ACTION:** Approve and authorize Chairman’s signature on letter to the California Department of Fish & Game requesting that the comment period for the “Strategic Plan for Trout Management” be extended to January 31, 2003.

*Hunt/Cecil 4-0 Absent: Ronci*

M02-274

**BOARD OF SUPERVISORS**

**10a)**  
Winter Recreation Program

Winter Recreation Program **(Clint Koble)**

**ACTION:** Discussion and direction on program and event development guidelines relative to the Winter Recreation Program.

The Tourism commission should make the decision if they want to spend money on this. It is a Tourism Commission decision not a Board decision.

Board approves some staff support to find funding from outside sources.

M02-275

**ACTION:** Board directs that this matter go back to Tourism commission so that they may determine if they support this idea financially. Board agrees that this should not be a Board decision. Board agrees to devote some staff time to try and find some outside funding sources. The Board gives conceptual approval to this issue.

*Hunt/Cecil 4-0 Absent: Ronci*

**OFFICE OF THE BOARD OF SUPERVISORS  
COUNTY OF MONO  
P.O. BOX 715, BRIDGEPORT, CA 93517  
(760) 932-5534/5533 Fax (760) 932-5531**

*Renn Nolan  
Clerk of the Board*

*Christy Robles  
Assistant Clerk of the Board*

**MINUTE ORDER  
M03-53**

**TO: Economic Development and Special Projects**  
**FROM: Board of Supervisors**  
**SUBJECT: Mono County Fisheries Commission**  
**MEETING OF: April 8, 2003**

**ACTION**

(1) Interview potential candidates for appointment to the Mono County Fisheries Commission.  
(2) Approve and authorize the appointment of the following members to the new Mono County Fisheries Commission: Neil McCarroll, John Webb, Tom Jenkins, Ed Inwood, Emile Rummel, Avery Gilleland, and Jim King. (3) Terms, for these positions, to be determined at their first meeting.

*(Hunt/Farnetti 5-0)*

Cc: Clerk of the Board  
County Administrative Officer  
County Counsel  
Special Districts Roster

Directed To:	Eco. Development
Meeting Date:	April 8, 2003
MO Number:	03-53
Agenda Item:	8



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**RESOLUTION NO. R02- 107**

**RESOLUTION TO CREATE THE MONO COUNTY  
FISHERIES COMMISSION**

**WHEREAS**, the Mono County Board of Supervisors acknowledges the critical importance of recreational fishing as a primary component of the County's tourism and economic health; and

**WHEREAS**, the Conway Ranch property was purchased by Mono County for, among other uses, the Fish Enhancement Program (rearing of trout) to augment the ongoing fish stocking program of the California Department of Fish and Game (CDFG); and

**WHEREAS**, the Mono County Board of Supervisors has expressed the importance of community-based, multi-disciplinary input on the species, quantity and stocking locations for the Fish Enhancement Program and for the CDFG Fish Stocking Program; and

**WHEREAS**, representation for such input from a wide geographical base within the County is desired;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Mono that:

1. The Mono County Board of Supervisors formally establishes the Mono County Fisheries Commission which shall consist of seven members appointed by the Board of Supervisors. Each Supervisor shall be entitled to nominate one Commission member. The other two Commissioners may, but need not, be nominated by a Supervisor.

The members shall serve at the will and pleasure of the Board of Supervisors in staggered four-year terms, with four members initially appointed for four years and three members initially appointed for two years and then may be subsequently re-appointed for an additional four years.

2. The primary purpose of the Commission shall to be advise the Mono County Board of Supervisors on matters relating to the rearing and stocking of various trout species in Mono

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County waters. In addition, upon request by the Board of Supervisors, the Commission may also assist in any of the following activities:

- a. Provision of oversight of Conway Ranch aquaculture activities.
- b. Provision of oversight for the planning and implementation of the Mono County Fish Management Study.

c. Coordination of County Fish Enhancement Activities (*i.e.* Sierra Trout Foundation; Alpers Trout) and Department of Fish and Game stocking. Review on an annual basis all stocking plans including, but not limited to, stocking sites, quantity and quality of fish, species of trout stocking, etc.

d. Adequate research, necessary consultation with individuals of expertise, and necessary communication with elected officials and agencies at all levels of government.

e. Preparation of recommendations regarding research and promotional projects which may require funding. Such recommendations may include determinations as to the scope of the project, the cost thereof, and the methods of obtaining adequate funding.

3. The Commission is not authorized to financially obligate the county without prior approval of the Mono County Board of Supervisors.

4. The Commission shall remain in existence until dissolved by formal action of the Board of Supervisors.

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5. The Commission may adopt by-laws, elect offices, and carry out other organizational functions not inconsistent with this Resolution.

**PASSED, APPROVED** and **ADOPTED** this 10th day of December, 2002, by the following vote, to wit:

AYES: Supervisors Cecil, Farnetti, Hunt & Pipersky

NOES: NONE

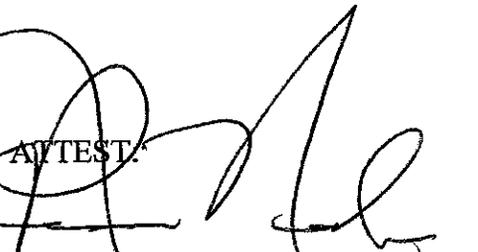
ABSENT: Supervisor Ronci

ABSTAIN: NONE



TOM FARNETTI, Chair  
Mono County Board of Supervisors

ATTEST:

  
RENN NOLAN, Clerk of the Board

APPROVED AS TO FORM:

  
COUNTY COUNSEL

*Read*

MONO COUNTY RESOLUTION NO. ~~84-05~~  
INYO COUNTY RESOLUTION NO. ~~84-12~~

A JOINT RESOLUTION OF THE INYO AND MONO  
COUNTY BOARDS OF SUPERVISORS ESTABLISHING  
THE INYO-MONO FISH AND GAME ADVISORY  
COMMISSION

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WHEREAS, the Boards of Supervisors of Inyo and Mono Counties have expressed their desire to participate in the establishment and operation of an advisory commission on fish and game matters within the two counties; and

WHEREAS, the functions of the said committee would be advisory only and would not entail the exercise of any governmental powers, either fiscal or regulatory, by the Commission itself; and

WHEREAS, the formation of such an advisory committee would benefit the citizens of each of the participating counties.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. There is hereby established the Inyo-Mono Fish and Game Advisory Commission.

2. The purpose of said commission shall be to advise the Boards of Supervisors of Inyo and Mono Counties on matters relating to fish, game and endangered species within the two counties, or either of them, and to develop recommendations for the best methods for propogation and protection of fish, game and endangered species in the Inyo-Mono area.

3. The Commission shall consist of six members, three of whom shall be appointed by the Board of Supervisors of Inyo County, and three of whom shall be appointed by the Board of Supervisors of Mono County. One alternate member shall also be appointed from each County.

4. The Commission members shall serve for a period of four (4) years and may be reappointed at the discretion of the respective appointing Boards of Supervisors.

5. Members of the Commission may be removed, at any time,

CC0378

Joint Resolution of the Inyo & Mono County Boards of Supervisors  
Mono County Resolution No. 84-05  
Inyo County Resolution No. 84-12

- 1 by a vote of their appointing Boards of Supervisors.
- 2 6. The Commission shall elect from among its number a
- 3 Chairman and such other officers as may be provided for in the
- 4 by-laws of the Committee.
- 5 7. The members of the Commission shall receive no salary
- 6 for their service. The necessary travel expenses of each member
- 7 to attend meetings and perform other business of the Commission
- 8 shall be paid by the County from which the member is appointed.
- 9 8. The Commission shall meet each calendar month and at
- 10 other times when meetings are called by the Chairman.
- 11 9. The Commission shall remain in existence until its
- 12 purpose is achieved, unless sooner terminated. Termination may
- 13 be by vote of the commission, ratified by the Boards of Supervisors
- 14 of Inyo and Mono Counties. Termination shall occur upon written
- 15 notice by either Board of Supervisors to the Commission and the
- 16 other Board of Supervisors that it no longer desires to partici-
- 17 pate in the Commission.
- 18 10. The Commission may adopt such by-laws as it deems
- 19 necessary and proper to facilitate the conduct of its business.
- 20 11. This resolution shall not take effect unless the pro-
- 21 visions hereof are approved by the Boards of Supervisors of both
- 22 Inyo County and Mono County.

23 PASSED AND ADOPTED this 10th day of January, 1984  
24 by the following vote of the Mono County Board of Supervisors:

25  
26 AYES: Supervisors Alpers, Johnson, Lawrence, Reid, Stanford  
27 NOES: None  
28 ABSENT: None  
29 ABSTAINED: None

30 ATTEST: Marjorie E. Peigne  
31 Clerk to the Board

*William M. Reid*  
WILLIAM M. REID  
CHAIRMAN, MONO COUNTY BOARD OF  
SUPERVISORS

32 BY *Nancy Wells*  
Nancy Wells  
Deputy Board Clerk

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
*John M. Gallagher*  
JOHN M. GALLAGHER  
Deputy County Counsel

CC0379

BY-LAWS AND RULES  
OF THE  
INYO-MONO FISH AND GAME ADVISORY  
COMMISSION

ARTICLE I. NAME

The name of the commission shall be the "Inyo-Mono Fish and Game Advisory Commission".

ARTICLE II. PURPOSE

The purpose of the commission shall be to advise the Boards of Supervisors of Inyo and Mono Counties on fish and game matters and to develop recommendations for the best methods for propagation and protection of fish, game and endangered species in the Inyo-Mono area.

The purpose may be effected by any or all of the following:

1. Dissemination of information to the public through news releases and other available channels of communication.
2. Adequate research, necessary consultation with individuals of expertise, and necessary communication with elected officials and agencies at all levels of government.
3. Preparation of recommendations regarding research projects and other activities which may require funding. Such recommendations may include determinations as to the scope of the project, the cost thereof, and the methods of obtaining adequate funding.
4. Upon proper authorization by the Boards of Supervisors of Inyo and Mono Counties, through joint powers agreements or other available methods, the commission may administer the said joint powers agreements or conduct such other activities as directed by the Boards of Supervisors. The commission is not authorized to financially obligate either County without prior approval of the Board of Supervisors of that County.

ARTICLE III. DURATION

The commission shall remain in existence until terminated in accordance with the provisions of the resolution establishing the commission.

ARTICLE IV. MEMBERSHIP

The membership shall be as provided for in the resolution establishing the commission.

ARTICLE V. OFFICERS

The commission shall elect a Chairman, who shall preside over all meetings, designate any special assignments to fellow

members, and who shall have the authority to call special meetings when in his judgment such a meeting is in the best interest of the commission to accomplish its purpose.

The commission may elect a vice-chairman to exercise the powers of the Chairman in the latter's absence.

The commission may elect a secretary to keep minutes of the meetings, conduct the correspondence of the commission, and maintain a roster of the commission members, together with their addresses and telephone numbers.

CC0374

ARTICLE VI. MEETINGS

The commission shall meet monthly at such time and place as shall be designated by the Chairman. A majority of the members shall constitute a quorum.

Meetings shall be open to the public. Only commission members and individuals requested to appear before the commission shall participate in any discussion or be heard unless a majority of voting members present desire to extend the right of appearance.

Meetings, both regular and special, shall comply with the Brown Act.

ARTICLE VII. VOTING PROCEDURES

Each member shall have one vote, and all motions must carry by a majority of the membership for passage.

ARTICLE VIII. ADOPTION AND AMENDMENT

These by-laws and any amendments thereto shall become effective when adopted by majority vote of the commission and approved by the Boards of Supervisors of Inyo and Mono Counties.

ARTICLE IX. PARLIAMENTARY PROCEDURE

Except as herein provided, meetings of this commission shall be conducted in accordance with "Roberts Rules of Order".

CC0375

July 27, 2006

TO: The Honorable Chair and Members of the Board of Supervisors  
FROM: Dan Lyster, Economic Development Director

**Subject**

The Board's consideration and approval of a resolution that would add to the duties of the Mono County Fisheries Commission the duty to make recommendations to the Board on how to expend monies in the County fish and game fine fund.

**Recommendation**

Receive staff report and, after considering the matter, adopt a resolution entitled "A Resolution of the Board of Supervisors of the County of Mono, State of California, Adding to the Duties of the Mono County Fisheries Commission the Duty to Make Recommendations to the Board of Supervisors on the Expenditure of Fish and Game Fine Funds."

**Fiscal Impact**

There would be no fiscal impact to the County were the Board to adopt the Resolution as recommended; the Resolution would merely change the entity which makes recommendations to the Board on how to expend monies in the County fish and game fine fund from the Inyo-Mono Fish and Game Advisory Commission to the Mono County Fisheries Commission.

**Discussion**

The California Fish and Game Code establishes in each county's treasury a "fish and wildlife propagation fund." This fund is commonly referred to as the "fish and game fine fund," because it is largely funded with fines and forfeitures imposed by courts on those convicted of violating fish and game regulations.

Boards of supervisors are authorized to expend these fine/forfeiture monies on various fish- and wildlife-related purposes such as conservation, habitat improvement, research, education, predator control, enforcement of fish and game regulations, and equipment acquisition.

Although not required by the Fish and Game Code, many counties have established advisory bodies to review and make recommendations with respect to requests from third parties for the expenditure of funds in the county's fish and wildlife propagation fund, as well as to make their own recommendations on the expenditure of those funds.

Inyo and Mono Counties established such a body in 1984 when their Boards of Supervisors adopted joint resolutions that created the "Inyo-Mono Fish and Game Advisory Commission."

Curiously, however, neither the joint resolution that established this Commission, nor the Commission's By-Laws, specifically authorize or require it to make recommendations to the Boards of Supervisors on how to spend monies in the fish and wildlife propagation funds of the two counties. Nonetheless, the Commission has historically performed that task.

In any event, at its meeting on May 9, 2006, the Board heard from Ms. Vicki Russell, one of Mono County's representatives on the Inyo-Mono Fish and Game Advisory Commission, who advised the Board of some logistical difficulties that exist in making the above-described funding recommendations under the current arrangement.

As a result, the Board referred the matter to the County Fisheries Commission to see whether it would be interested in taking on the task of reviewing, and making recommendations to the Board with respect to, requests for the expenditure of funds in the County's fish and wildlife propagation fund. The Fisheries Commission considered the matter, and has concluded that it would like to assume that duty.

Consequently, the County Counsel's office drafted the accompanying resolution for the Board's consideration that would formally add to the duties of the Mono County Fisheries Commission the duty to review and make recommendations concerning the funding requests discussed above.

As discussed, there are no specific provisions in the documents governing the Inyo-Mono Fish and Game Advisory Commission concerning fish and game fine fund funding requests. Consequently, the Resolution before the Board would not conflict those documents. Further, that Commission would continue to exist, and Mono County would continue to be a member thereof, although the Commission's functions would be diminished.

Please call me at 924-1705 should you have any questions.



**RESOLUTION NO. R06 - 71**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO, STATE OF CALIFORNIA, ADDING TO THE DUTIES OF THE MONO COUNTY FISHERIES COMMISSION THE DUTY TO MAKE RECOMMENDATIONS TO THE BOARD OF SUPERVISORS ON THE EXPENDITURE OF FISH AND GAME FINE FUNDS**

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**WHEREAS**, in January, 1984, this Board, in conjunction with a resolution adopted by the Inyo County Board of Supervisors, adopted Resolution No. 84-05, thereby creating the Inyo-Mono Fish and Game Advisory Commission, which Commission has subsequently made recommendations to both boards of supervisors on how to spend monies in the fish and wildlife propagation funds (a/k/a fish and game fine funds) of each county, which funds are provided for in §§ 13003 and 13100 *et seq.* of the Fish and Game Code; and

**WHEREAS**, in December, 2002, this Board adopted Resolution No. R02-107, thereby creating the Mono County Fisheries Commission, the primary purpose of which is to "advise the Mono County Board of Supervisors on matters relating to the rearing and stocking of various trout species in Mono County waters;" and

**WHEREAS**, this Board has determined that it would be more appropriate for the Mono County Fisheries Commission, rather than the Inyo-Mono Fish and Game Advisory Commission, to make recommendations to this Board on how to spend monies in the Mono County fish and game fine fund, and that that duty should be formally added to the duties of the Fisheries Commission.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. In addition to the duties assigned to it in Mono County Resolution No. R02-107, the Mono County Fisheries Commission shall study, and make recommendations to this Board concerning, such matters relating to fish, wildlife, endangered species, and methods for the propagation and protection of same in Mono County as are assigned to it from time-to-time by this Board.

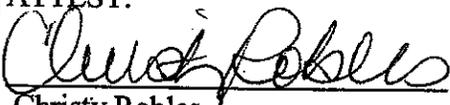
2. Further, the Commission shall periodically make recommendations to this Board on how the funds deposited into the fish and wildlife propagation fund in the Mono County treasury pursuant to Fish and Game Code §§ 13003 and 13100 should be spent; any such recommendation shall further a purpose described in § 13103 of the Fish and Game Code.

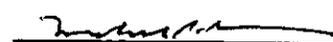
3. For purposes of Fish and Game Code § 13103(j), which authorizes the expenditure of funds in the County's fish and wildlife propagation fund for certain administrative costs of the county's fish and wildlife commission, the Mono County Fisheries Commission is Mono County's fish and wildlife commission.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of August, 2006, by the following vote of the Mono County Board of Supervisors:

**AYES:** Supervisor Bauer, Farnetti, Hazard, Hunt.  
**NOES:** None.  
**ABSTAIN:** None.  
**ABSENT:** None.  
**VACANT:** District #4.

  
\_\_\_\_\_  
Tom Farnetti, Chairman  
Board of Supervisors  
County of Mono

**ATTEST:**  
  
\_\_\_\_\_  
Christy Robles  
Acting Clerk of the Board

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Marshall Rudolph  
County Counsel

**Mono County Fisheries Commission**  
**HC 83 Box 2050**  
**Bridgeport, California 93517-9602**  
**(760) 932-7024 Tel/Fax**

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**BY-LAWS AND RULES OF PROCEDURE OF THE  
MONO COUNTY FISHERIES COMMISSION**

**ARTICLE I. NAME**

The purpose of the commission shall be the “Mono County Fisheries Commission.”

**ARTICLE II. PURPOSE**

The purpose of the Commission shall be to advise the Mono County Board of Supervisors on fishing enhancement and related matters and to develop recommendations for the best methods for promoting and enhancing fishing in the Mono County area.

The purpose may be affected by any or all of the following:

1. The gathering and dissemination of information and promotional materials concerning fish rearing on the Conway Ranch and other trout rearing facilities, as well as the preparation of a fish management study for all of the waters of the Mono County area.
2. Adequate research, necessary consultation with individuals of expertise, and necessary communication with elected officials and agencies at all levels of government.
3. Preparation of recommendations regarding research and promotional projects that may require funding. Such recommendations may include determinations as to the scope of the project, the cost thereof, and the methods of obtaining adequate funding.
4. Upon proper authorization by the Mono County Board of Supervisors, through agreements or other available methods, the commission may administer those agreements or conduct other activities as directed by the Board of Supervisors.  
The commission is not authorized to financially obligate the county without prior Approval of the Mono County Board of Supervisors.
5. Develop an annual Strategic Plan.
6. Develop a recommended budget and submit said budget to the Mono County Administrative Officer.

**ARTICLE III. DURATION**

The commission shall remain in existence until terminated in accordance with the provisions of the ordinance establishing the commission.

**ARTICLE IV. MEMBERSHIP**

The membership shall be provided for in the resolution establishing the commission.

**ARTICLE V. OFFICERS**

The commission shall elect a Chair, who shall preside over all meetings, designate any special assignments to members, and who shall have the authority to call special meetings when, in his other judgment, such a meeting is in the best interest of the commission to accomplish its purpose.

The term of the Chair shall not exceed one year.

The Chair will be elected by a majority vote of the members present at the January meeting each year.

The commission may elect a vice-chair to exercise powers of the Chair in the latter's absence.

The commission may hire a secretary to prepare and distribute agendas, minutes, correspondence, brochures, invoices, financial reports and roster.

**ARTICLE VI. SUBCOMMITTEES**

The Chair shall assign members to areas of commissions' responsibilities. The commissioners can volunteer to serve in a specific area; however, the Chair makes all appointments. The commissioners may solicit participation from citizens to provide input at the subcommittee level. The subcommittees or areas of responsibilities shall include, but not necessarily be limited to fish management plan, advertising, printed informational materials and electronic information, business participation and budget and revenue.

## **ARTICLE VII. MEETINGS**

The commission shall meet monthly at such time and place as shall be designated by the Chair. A majority of members shall constitute a quorum. Meetings shall be open to the public and public comment will be taken. Meetings, both regular and special, shall comply with the Brown Act.

Commissioners shall accord the utmost courtesy to each other, to County employees and to the public appearing before the commissions, and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.

Members of the administrative staff and employees of the County shall observe the same rules of procedure and decorum applicable to members of the commission.

Members of the public attending commission meetings shall observe the same rules of order and decorum applicable to the commission.

Any Commissioner absent from three (3) consecutive meetings as recorded by the Commission, upon review and approval by the remaining Commissioners, shall be considered to have resigned. Subsequently, the position will be declared vacant.

## **ARTICLE VIII. VOTING PROCEDURES**

Each member shall have one vote, and all motions must carry by a majority of the membership for passage.

An item may be brought up for reconsideration during the same meeting at which it was decided. A motion for reconsideration must be made by a commissioner who voted with the majority on that item and must pass by a majority of the commissioners present before reconsideration can take place. The requirements for the vote on the item to be reconsidered are the same as originally required for the item.

## **ARTICLE IX. ADOPTION AND AMENDMENT**

These by-laws and any amendments thereto shall become effective when adopted by a majority vote of the commission and approved by the Mono County Board of Supervisors.

## **ARTICLE X. PARLIAMENTARY PROCEDURE**

Except as herein provided, meetings of this commission shall be conducted in Accordance with "Robert's Rules of Order."